OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
February 1, 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

COO / Human Resources Director
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Terry Kemp

Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Edward Kemp

Court Clerk
Leigh Anne Salis

Sanitation and Environmental Services 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, FEBRUARY 1, 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 21, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 14, 2022 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

BOYS AND GIRLS CLUB UPDATE BY CHRISTOPHER THOMPSON, STARKVILLE UNIT DIRECTOR

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 22-01: A REQUEST FOR VARIANCE ON REAR SETBACK AT 114 MOHAWK STREET IN A SD-6 ZONING DISTRICT.

FOURTH PUBLIC HEARING FOR AMENDING SECTION 3, 17, AND 18 OF THE UNIFIED DEVELOPMENT CODE WITH THE ADDITION OF THE RENTAL HOUSING CODE.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF EXTENDING THE CONTRACT WITH RETAIL STRATEGIES, LLC FOR RETAIL RECRUITMENT SERVICES FOR THE CITY OF STARKVILLE FOR AN ADDITIONAL THREE YEARS.

B. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO REVISE THE SIGN ORDINANCE TO ALLOW FOR AUTHORITY TO REMOVE NON-CONFORMING SIGNS AND PLACE A LIEN FOR ASSOCIATED COSTS FOR

NON-COMPLIANCE AND AUTHORITY TO WAIVE FEES FOR AFFECTED PROPERTIES FOR NEW SIGN PERMITS IF IN COMPLIANCE WITH THE AMORTIZATION AND REMOVAL CLAUSE.

X. <u>BOARD BUSINESS</u>

A. CONSIDERATION OF RE-APPOINTING SUMNER DAVIS TO THE SCHOOL BOARD FOR A SECOND TERM.

B. INTERVIEWS OF TWO APPLICANTS AND DISCUSSION TO FILL A VACANCY FOR THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD FOR A THREE-YEAR APPOINTMENT THAT WILL BEGIN FEBRUARY 2, 2022 AND END FEBRUARY 2, 2025.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT

1. REQUEST APPROVAL OF THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STARKVILLE AND KYLE KNIGHT FOR USE OF THE AGRICULTURAL LAND INSIDE THE FENCED AREA FOR ONE YEAR AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF APPROVING A CONTRACT WITH CAMINO, INC. WEB SERVICES AGREEMENT FOR PERMITTING SOFTWARE ACCESS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. ACCEPTANCE OF THE LOWEST QUOTE FROM CIRCLE B CUTTERS LLC IN THE AMOUNT OF $14,272.00 FOR THE SPORTSPLEX PARKING LOT LANDSCAPING.

2. APPROVAL TO PURCHASE VARIOUS LENGTHS AND SIZES OF N-12 HP DRAINAGE PIPE FROM SOURCE OF SUPPLY VENDORS, G&O SUPPLY OR CONSOLIDATED PIPE (BOTH HAD IDENTICAL BIDS), DEPENDING ON AVAILABILITY, IN AN AMOUNT NOT TO EXCEED $100,000 FOR THE SPORTSPLEX DRAINAGE REPLACEMENT PROJECT.

3. CONSIDERATION OF APPROVAL TO PURCHASE BRIDGE COMPONENTS- BOLTS, BEARING PADS, GUARDRAIL AND PARAPET POSTS FROM FORTERRA, BEING A SOLE SOURCE DUE TO COMPATIBILITY WITH THE RECYCLED BRIDGE SLABS IN THE AMOUNT OF $10,674.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 25, 2022 FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST AUTHORIZATION TO NAME REGIONS BANK AS THE MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE A 2022 DODGE DURANGO ALL WHEEL DRIVE, AT A COST OF $39,731, THE LOWER OF TWO QUOTES, FROM PARKER CDJR, STARKVILLE, MS, TO REPLACE THE EXISTING 2012 CHEVY SILVERADO (FD2).

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JALEN ESTERS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE BLAKE DANIELS AS A PART-TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE MARVIN HUGHES AS A POLICE OFFICER IN THE STARKVILLE POLICE 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 APPLY FOR THE FY23 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION PROJECT OF DUI ENFORCEMENT, WHICH IS 100%

REIMBURSABLE, FUNDS 2 DUI OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT, AS WELL AS DUI EQUIPMENT.

b. CONSIDERATION TO APPLY FOR THE FY23 402 100% REIMBURSABLE POLICE TRAFFIC SERVICES GRANT FOR THE CONTINUATION PROJECT OF POLICE TRAFFIC SERVICES ENFORCEMENT.

c. REQUEST APPROVAL FOR CORPORAL PARKER MADEEN TO ATTEND A 3-DAY CRIMINAL INTERDICTION WORKSHOP IN BATON ROUGE, LA FEBRUARY 1ST THROUGH FEBRUARY 3, 2022 AT A COST OF $1,049.00 FOR HOTEL AND COURSE.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

a. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2003 GMC SIERRA TRUCK (#160), VIN NUMBER ENDING IN 6536 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.

b. REQUEST AUTHORIZATION TO PURCHASE FROM STATE CONTRACT FOR AUDIOVISUAL EQUIPMENT FROM HOWARD TECHNOLOGIES FOR THE OPERATION'S CENTER ADDITION TRAINING ROOM IN THE AMOUNT OF $24,255.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL FEBRUARY 15, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

AGENDA ITEM: MINUTES
CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 2-01-22
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 32

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the December 21, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

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

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

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed a quorum, she called the meeting to order. The Mayor then 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.
Alderman Sistrunk asked to add XI. E. 3. (advertise for municipal depository) to consent.
Alderman Brooks asked to remove "and consideration" from the Public Hearing of amending the UDC.

There being no other revisions, 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 Rupp, to approve the December 21, 2021 Official Agenda as revised. The Board voted as follows:

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

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

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, DECEMBER 21, 2021
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 16, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: HOLIDAY TRASH SCHEDULE

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

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

SECOND PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

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

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

IX. MAYOR'S BUSINESS

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

X. BOARD BUSINESS

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

XI. DEPARTMENT BUSINESS

A. AIRPORT

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

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

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

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF REJECTING THE BIDS FOR THE SPORTSPLEX PARKING LOT AND ACCEPTING ALTERNATE B2.2 FROM GREGORY CONSTRUCTION FOR THE PARKING LOT PROJECT BID TO COMPLETE THE PARKING LOT PAVING.

2. CONSIDERATION OF DECLARING AUTO SHOP EQUIPMENT (HYDRAULIC HOSE CRIMPING MACHINE- WITHOUT PUMP, STOCK OF HYDRAULIC HOSE, HYDRAULIC HOSE STEMS, VALVE GRINDING MACHINE- SN 23135, AND HYDRAULIC HOSE CUTOFF SAW) AS SURPLUS AND AUCTION ON GOVDEALS.

DI. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 15, 2021 FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF NOVEMBER 2021 FINANCIAL STATEMENTS.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT THE DONATION OF AN E-ONE 4T FIRE TRUCK (S/N 4ENRAAA88310) FROM MISSISSIPPI STATE UNIVERSITY WITH A VALUE OF $292,308.00.

2. REQUEST PERMISSION TO ALLOW RICK SHERMAN EXTERIORS TO PAINT THE METAL ON THE EXTERIOR OF FIRE STATION ONE FOR THE COST OF $8,100.00, THE LOWEST QUOTE.

3. REQUEST PERMISSION TO ALLOW PAUL DAVIS RESTORATION TO PERFORM RESTORATION OF FIRE STATION THREE, 102 GARRARD ROAD, FOR THE COST OF $62,256.66, THE ONLY BID RECEIVED AFTER ADVERTISING.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE LEANN BATES, JACQUEZ HARDY AND CAGE PALMER AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE JOSHUA LANIER AND AUBREY LONG AS APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE PRINSTON HENDERSON AND ROBERT EGUIRES AS POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE STEVEN MCMORRIS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE NICHOLAS PEARSON AS A PART-TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

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

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE WAREHOUSE RACKING AND LOCKERS FOR THE NEW WATER WAREHOUSE ADDITION IN THE AMOUNT OF $17,043.72 FROM ULINE, THE LOWER QUOTE.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM RUTHERFORD CONTRACTING LLC FOR THE REMOVAL OF 6 TREES ON SYCAMORE STREET IN THE AMOUNT OF $8.800.00.

3. CONSIDERATION OF CITY OF STARKVILLE POLICY GOVERNING WORK UNDERTAKEN WHEN OPERATING WITHIN DEDICATED EASEMENTS

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

- Prospective Purchase of Land

XV. <u>OPEN SESSION</u>

XVI. <u>ADJOURN UNTIL JANUARY 4, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.</u>

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

Consent items 2 – 23:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 16, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the November 16, 2021 recess meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE DECEMBER 3, 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 Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the December 3, 2021 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the Proclamation extending the emergency declaration for the COVID pandemic another 30 days" is enumerated, this consent item is thereby approved.

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

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

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

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

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

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

DATE: December 21, 2021

____
Mayor, D. Lynn Spruill

ATTEST:

____
City Clerk, Lesa Hardin

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "renewal of liability insurance coverage with MS Municipal Service Company, the lower quote received at a cost of $227,890.82" is enumerated, this consent item is thereby approved.

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

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to enter into a maintenance/repair agreement with Remote Systems Integration for the Automated Weather Observations System (AWOS)" is enumerated, this consent item is thereby approved. The agreement follows this page.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of FP 21-07: a request for Final Plat approval for subdividing one lot into two lots at 310 McKee Street in a TN-E zoning district with parcel number 102B-00-156.00 by Don Crabtree on behalf of Crabtree Properties LLC" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF REJECTING THE BIDS FOR THE SPORTSPLEX PARKING LOT AND ACCEPTING ALTERNATE B2.2 FROM GREGORY CONSTRUCTION AS THE BEST BID FOR THE PARKING LOT PROJECT BID TO COMPLETE THE PARKING LOT PAVING.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of rejecting the bids for the Sportsplex Parking lot and accepting alternate B2.2 from Gregory Construction as the best bid for the parking lot project bid to complete the parking lot paving" is enumerated, this consent item is thereby approved.

Bids Received: Site Masters Construction: $197,915.10, Murphree paving: $165,845.00 and Gregory: $169,100.00.

After much consideration, the Staff recommends accepting the alternate from Gregory even though it may be slightly higher than the low quote for the following reasons:

- Since Gregory is currently working on the project, we would not need to manage two contractors on the same site thereby eliminating any potential claims or responsibilities for damage or inadequacies with the project.
- Gregory believes that they will be able to complete the paving by the end of 2021. If we had to perform with a second contractor, it would take over a month to execute contracts, bonds, etc.
- The asphalt plant is planning on closing for maintenance at the end of the year and if we chose to go with a second contractor, there is a likelihood we may not be able to complete until warmer weather in late February or March.

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

MAINTENANCE / REPAIR AGREEMENT

Total three (3) pages plus exhibit A

For: KSTF – Starkville, MS

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

Start date: May 29, 2022

End date: May 31, 2026

Details of charges:

AWOS maintenance per year: **$ 2400.00**

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

For catastrophic non-covered failures the following charges apply:

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

Payment terms: Net 30 days

This agreement subject to attached Terms and Conditions.

Customer

By: [signature]

Print name: D. Lynn Spruill

Title: Mayor

Date: 12-21-2021

Remote Systems Integration

By: ______________________

Print name: Thomas Nichols

Title: Owner

Date: 12/28/21

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

- TERM OF AGREEMENT: This agreement shall become effective on the 'start date', and unless terminated under provisions listed herein shall remain in effect for the period set out between the 'start date' and 'end date'

- RENEWAL OF AGREEMENT: This agreement shall renew automatically for one (1) year at the 'end date' unless at least sixty (60) days prior to the 'end date' either party gives notice that the agreement will be terminated at the 'end date' or any subsequent expiration date as a result of the automatic renewal. This agreement may be terminated with or without cause by either party upon 60 days written notice.

- SCHEDULED MAINTENANCE: The term 'scheduled maintenance' defines all periodic inspections required by the manufacturer or controlling government authority of sites under such jurisdiction.

- UNSCHEDULED MAINTENANCE: Site trips required to restore the facility to full operation after a failure of the system or any subsystem.

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

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

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

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

- PARTS: Scheduled maintenance shall include without additional charge all necessary expendable parts to perform the required inspections and facility maintenance such as touch-up tower paint, cable ties, clamps, wire terminals, weatherproofing tape and sealant, and fuses. Replacement of major parts and components or parts necessary for periodic refurbishment per manufacturer's requirements will be coordinated, installed, and billed by RSI.

- CHARGES: Charges for each type of service are set forth in Page 1 of this agreement. Charges listed on Page 1 are exclusive of any applicable federal, state, or local taxes. Annual agreement charges are billed quarterly, with billable maintenance billed when work is completed.

- WARRANTY: RSI warrants all workmanship for a period of 30 days from date performed. Parts are warranted in accordance with the manufacturer's warranty.

- CUSTOMER RESPONSIBILITY: The customer agrees to allow only RSI personnel or those authorized by RSI access to the facility or system, with the exception of any representative of any controlling government agency or other legally authorized entity such as law enforcement personnel. Customer further agrees to perform any user maintenance as required by the manufacturer or controlling government agency. Customer agrees that RSI will follow any directive or order concerning the facility made by the controlling government authority (such as the FAA in the case of airport navigation or weather observation equipment) regardless of whether this directive or order conflicts with any directives or requests by the customer.

- RESPONSE TIME: RSI will initiate response as soon as possible when notified of a facility failure. RSI will not be liable for any delay from cause or causes beyond the reasonable control of RSI, including but not limited to any natural or man-made disasters, severe weather, communications or other equipment failures, regulation or orders of government, or delays caused by the unavailability of RSI personnel due to service calls received prior to customer call. Calls are handled in the order received with outages having priority.

- METHODS OF WORK: RSI will perform required inspections as dictated by the manufacturer and/or controlling government agency as specified in the attached Exhibit A for this particular facility. All inspections and repair will conform to government agency regulations, manufacturer's specifications, and good engineering practice. Instances where a maintenance call is made to the facility, the normal routine inspections will also be made if possible where such a maintenance call falls within any time windows specific for that facility. However, RSI will immediately respond to controlling government agency instructions or any instance where the safety of users of the equipment may be jeopardized without regards to the above. Customer agrees to cover any applicable charges when such directive fall under 'unscheduled maintenance'.

- NON-PAYMENT or DEFAULT: RSI may terminate this agreement at any time for failure of the customer to pay for services rendered and billed under this agreement.

- PROCEDURES FOR NOTIFICATION OF FAILURE: In the event of a facility failure, the customer shall so notify RSI as soon as practical via the following methods:

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

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

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

EXHIBIT A

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

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

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

Routine site verification:

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

9. CONSIDERATION OF DECLARING AUTO SHOP EQUIPMENT (HYDRAULIC HOSE CRIMPING MACHINE- WITHOUT PUMP, STOCK OF HYDRAULIC HOSE, HYDRAULIC HOSE STEMS, VALVE GRINDING MACHINE- SN 23135, AND HYDRAULIC HOSE CUTOFF SAW) AS SURPLUS AND AUCTION ON GOVDEALS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of declaring auto shop equipment (Hydraulic Hose Crimping machine- without pump, Stock of Hydraulic hose, Hydraulic hose stems, valve grinding machine- SN 23135, and hydraulic hose cutoff saw, as surplus and auction on Govdeals" is enumerated, this consent item is thereby approved.

10. ACCEPTANCE OF NOVEMBER 2021 FINANCIAL STATEMENTS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "acceptance of November 2021 financial statements" is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ADVERTISE FOR A MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a Municipal depository for the City of Starkville" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ACCEPT THE DONATION OF AN E-ONE 4T FIRE TRUCK (S/N 4ENRAAA88310) FROM MISSISSIPPI STATE UNIVERSITY WITH A VALUE OF $292,308.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the donation of an E-One 4T Fire Truck (S/N 4ENRAAA88310) from Mississippi State University with a value of $292,308.00" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ALLOW RICK SHERMAN EXTERIORS TO PAINT THE METAL ON THE EXTERIOR OF FIRE STATION ONE FOR THE COST OF $8,100.00, THE LOWEST QUOTE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to allow Rick Sherman Exteriors to paint the metal on the exterior of Fire Station One, 503 East Lampkin Street, for the cost of $8,100, the lowest quote" is enumerated, this consent item is thereby approved.

Quotes Received: Rick Sherman Exteriors: $8,100.00 and James "Cubby" Harris Painting Company: $8,500.00

14. CONSIDERATION TO ALLOW PAUL DAVIS RESTORATION TO PERFORM RESTORATION OF FIRE STATION THREE, 102 GARRARD ROAD, FOR THE COST OF $62,256.66, THE ONLY BID RECEIVED AFTER ADVERTISING.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "permission to allow Paul Davis Restoration to perform restoration of Fire Station Three, 102 Garrard Road, for the cost of $62,256.66, the only bid received after advertising" is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE LEANN BATES, JACQUEZ HARDY AND CAGE PALMER AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "authorization to hire LeAnn Bates, Jacquez Hardy and Cage Palmer as entry level Firefighters" is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE JOSHUA LANIER AND AUBREY LONG AS APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "authorization to hire Joshua Lanier and Aubrey Long as Apprentice Lineman" is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE PRINSTON HENDERSON AND ROBERT EGUIRES AS POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "authorization to hire Prinston Henderson and Robert Eguires as Police Officers" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "authorization to hire Steven McMorris as a Maintenance Worker in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE NICHOLAS PEARSON AS A PART- TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "authorization to hire Nicholas Pearson as a part- time firefighter" is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO PURCHASE 10 SIX AND 10 EIGHT CUBIC YARD STANDARD DUTY FRONT LOAD CONTAINERS FROM WASTEQUIP.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "authorization to purchase 10 six and 10 eight cubic yard standard duty front load containers from Wastequip, the best quote based on quality and durability" is enumerated, this consent item is thereby approved.

2 Quotes Received: Plum Container: $23,900 and Wastequip: $30,790

21. CONSIDERATION TO PURCHASE WAREHOUSE RACKING AND LOCKERS FOR THE NEW WATER WAREHOUSE ADDITION IN THE AMOUNT OF $17,043.72 FROM ULINE, THE LOWER QUOTE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "authorization to purchase warehouse racking and lockers for the new water warehouse addition in the amount of $17,043.72" is enumerated, this consent item is thereby approved.

Quotes Received: Uline: $17,043.72 and Global: $21,651.19

22. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM RUTHERFORD CONTRACTING LLC FOR THE REMOVAL OF 6 TREES ON SYCAMORE STREET IN THE AMOUNT OF $8.800.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "authorization to accept the lowest and best quote from Rutherford Contracting LLC for the removal of 6 trees on Sycamore Street in the amount of $8.800.00" is enumerated, this consent item is thereby approved.

Quotes Received: Rutherford: $8,800.00 and Wilson's: $11,681.00

23. CONSIDERATION OF CITY OF STARKVILLE POLICY GOVERNING WORK UNDERTAKEN WHEN OPERATING WITHIN DEDICATED EASEMENTS

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, and adopted by the Board to approve the December 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of a City of Starkville Policy governing work undertaken when operating within dedicated easements" is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE POLICY
GOVERNING WORK UNDERTAKEN
WHEN OPERATING WITHIN DEDICATED EASEMENTS

WHEREAS, the right of the City of Starkville to use land across which its utilities extend necessarily includes the right to exercise all incidents necessary for the full benefit and enjoyment of that easement, one of which is ready accessibility to the utility line for maintenance and repair, and that the erection or creation of any obstructions on or over a utility right of way constitutes an unwarranted interference with the rights of the City of Starkville; and

WHEREAS, the City of Starkville has the burden of maintenance and repair to its system, including but not limited to clearing trees from interfering with utility lines, with respect to utilities located within dedicated easements; and

WHEREAS, because of said burden of maintenance and repair, the City of Starkville has an implied secondary easement to enter the servient property to perform necessary maintenance and repair, with full rights of ingress and egress to its utility facilities with or without notice to, or permission from, the landowner; and

WHEREAS, dedicated easements run with the land and the rights and obligations that accompany them have already been acquired when the City exercises its rights to maintain and repair.

WHEREFORE, the City adopts the following policy:

1. Underground operations. The City of Starkville, when working underground within dedicated easements, will endeavor to disturb the natural landscape, along with real and personal property, as minimally as possible, and shall restore the ground via seeding and/or sprigging to close to the same or similar condition as it was in during its natural state prior to the commencement of the work, along with making repairs to any fencing used to access the property. However, no compensation for disturbing or removing other man-made items or structures, trees, portions of trees, ornamental plants, or other landscaping shall be paid to the underlying property owner, the City shall not repair or replace these items if they are damaged during the work, and such underground operations shall not create additional maintenance obligations to the easement territory by the City.

2. Above-ground operations. The City of Starkville, when working above-ground within dedicated easements, will endeavor to disturb the natural landscape, along with real and personal property, as minimally as possible, and shall restore the ground via seeding and/or sprigging to close to the same or similar condition as it was in during its natural state prior to the commencement of the work, along with making repairs to any fencing used to access the property. However, no compensation for disturbing or removing other man-made items or structures, trees, portions of trees, ornamental plants, or other landscaping shall be paid to the underlying property owner, the City shall not repair or replace these items if they are damaged during the work, and such above-ground operations shall not create additional maintenance obligations to the easement territory by the City.

This Policy balances the rights and expectations of property owners with the rights and obligations of the City of Starkville to maintain and repair equipment within dedicated easements in a manner so that its services remain dependable, the equipment is safe and functioning, and the public is well-served.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted the trash pick-up schedule of the Sanitation department. There will be no pick-up December 24 or December 27, but there will be city wide pickup on Tuesday, December 28.

BOARD OF ALDERMEN COMMENTS:

The Aldermen wished everyone a Merry Christmas and a safe and Happy New Year.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the trash pickup schedule and asked about trash bag delivery. He added that some Garrard Road residents are concerned with traffic speed.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

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

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

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

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

Alderman Rupp, duly seconded by Alderman Vaughn, offered a motion approving VA 21-11: a request for variances on setback and wall height requirements for several lots located at The Preserve at Huntington Park in a SD-6 zoning district as presented during the public hearing and in the Board packets. The Board voted as follows:

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

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

SECOND 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 zoning of annexed areas
13.3.6.B	Added "Recreational Vehicle Parks" as Special Exception/Use Exception in C zoning districts
13.7.11	Added sound requirements to "Food Trucks"
14.6	Updated Development Standards chart to allow for "Monument Signs" in Form-Based Districts
14.6.2	Added "Monument Sign" type as Permitted with Additional Standards for T-5C, T-5D, and T-5U
14.7.10.D.3	Added Additional size options for "Yard Signs" in non-residential and mixed-use zones.
14.6 and 14.7.11.E	Removing the word "pendants" from title
17.6	Added Rental Housing Code
18	Adding and Updating Definitions

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

Mayor Spruill opened the Public Hearing.

Briar Jones, Greensboro Street, expressed his concerns in that enforcement will become subjective to the interpretation of a city building inspector.
Alvin Turner asked about his government rental property and if it would be subject to inspections by the city.

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

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

Odie Avery, Assistant City Planner, presented 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.

25. CONSIDERATION OF APPROVAL OF AMENDING ARTICLE II TRANSIENT VENDOR AND APPENDING ARTICLE III MOBILE FOOD VENDORS TO CHAPTER 30 BUSINESS OF THE CODE OF ORDINANCES

Alderman Beatty, duly seconded by Alderman Sistrunk, offered a motion amending Article II Transient Vendor and appending Article III Mobile Food Vendors to Chapter 30 Business of the Code of Ordinances as presented by Odie Avery and in the Board packet materials. The Board voted as follows:

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

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

The Ordinances appear on the following page.

ORDINANCE NO. 2021-06

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

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

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

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

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

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

SECTION 2. This Ordinance shall go into effect thirty (30) days after the adoption hereof.

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

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

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

Chapter 30 - BUSINESSES
ARTICLE I. - IN GENERAL
Secs. 30-1—30-25. - Reserved.

ARTICLE II – TRANSIENT VENDORS
Sec 30-26 - Definition:
"Transient vendor" shall be construed to mean and include all persons, both principal or agents, who engage in a temporary or transient business in the city, selling goods, wares, or merchandise, and who for the purpose of carrying on such business hire, lease or occupy any room, building or structure for the exhibition or sale of such goods, wares and merchandise. The person so engaged shall not be relieved from the provisions of this chapter by reason of association temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such temporary or transient business in connection with or as a part of the business of or in the name of any local dealer, trader, merchant or auctioneer.

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

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

(Ord. No. 2021-06, 12-21-21)

Sec 30-27 – Exemptions:
The provisions of this chapter shall not apply to sales made by mobile food vendors, civic or non-profit organizations, to dealers by commercial travelers or selling agents in the usual course of business, nor to bona fide sales of goods, wares and merchandise by sample for future delivery, nor to hawkers on the streets, nor peddlers from vehicles, nor to judicial sales directed by law or under order of court, nor to the sales of the common necessities of life in open market, nor to agricultural products or products sold at farmer's markets.
(Ord. No. 2021-06, 12-21-21)

Sec 30-28 –License and Application:
No person shall engage in the business or trade of a transient vendor, either as principal or agent, without first applying for and securing a transient vendor license from the City of Starkville. Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.
(Ord. No. 2021-06, 12-21-21)

Sec 30-29 - Fee; bond:
The City Clerk is authorized to grant a transient vendor license upon the payment by such applicant into the city treasury the sum of one hundred dollars ($100.00) and executing a bond to the city in the sum of two thousand dollars ($2,000.00) or 5% of the wholesale value of the property to be sold, and with sufficient sureties, conditioned for a faithful observance of the ordinances of the city.
(Ord. No. 2021-06, 12-21-21)

Sec 30-30 - Term of License; renewal:
The Transient Vendor License shall be issued by the City Clerk's Office and is valid for ninety (90) days from the date of issuance. The license is not transferable and is valid only within the territorial limits of the issuing county

or municipality. A license may be renewed on payment of a Twenty-five Dollar ($25.00) renewal fee and filing for renewal with the City Clerk before the expiration of the current license. A license may be renewed only one (1) time after which a licensee must once again purchase a new license pursuant to the provisions of Section 75-85-13, Mississippi Code of 1972.

(Ord. No. 2021-06, 12-21-21)

Sec 30-31 - Prohibitions:

It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville. Transient vendors shall not conduct business in any areas from the hours of 9:00 p.m. to 6:00 a.m. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 60 minutes and shall not block or impede pedestrian or vehicular traffic on city right-of-way or on public roadways. Transient vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24-hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Sales Events conducted by Transient Vendors shall be limited to forty-eight (48) hours at any given location with a ten (10) day waiting period before returning to the same location. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the board of aldermen from the time of setup for the approved special event to the time of conclusion of the special event.

(Ord. No. 2021-06, 12-21-21)

Sec 30-32 - Posting of Vendor Information:

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

(Ord. No. 2021-06, 12-21-21)

Sec 30-33 - Revocation and Appeal:

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

(Ord. No. 2021-06, 12-21-21)

Sec 30-34 Penalties for violation

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

(Ord. No. 2021-06, 12-21-21)

Secs. 30-35—30-50. - Reserved.

(Ord. No. 2021-06, 12-21-21)

ARTICLE III - MOBILE FOOD VENDOR

Sec 30-51 - Intent:

In the interest of encouraging mobile food vendors who add to the vibrancy and desirability of Starkville, MS while providing a framework under which such businesses operate, this ordinance is established.
(Ord. No. 2021-06, 12-21-21)

Sec 30-52 - Definitions:

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

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

(Ord. No. 2021-06, 12-21-21)

Sec 30-53 - License and Permit Requirements:

A. It shall be unlawful for any person to sell, or offer for sale, food of any type from a mobile vending unit or mobile vending cart without a permit first having been granted under this section. This permit does not allow permit holders to operate during city appointed special events without proper authorization from the special event organizers.
B. All mobile food vendors shall obtain and maintain a City of Starkville Privilege License and a Mobile Food Vending Permit for each mobile vending unit/vehicle or mobile vending cart in operation.
C. An application for ~~a license or~~ a permit hereunder shall be submitted to the City Clerk or designee setting forth all information required hereunder and in compliance with this article. All applications shall be filed annually with the City of Starkville and are valid for one (1) calendar year from the date of issuance.
D. The following information shall be provided with each application for a Mobile Food Vendor permit:
    1. A copy of the mobile vending unit's valid registration with the Department of Motor Vehicles. It is required that all motorized mobile vending units (food truck or truck & trailer) be registered.
    2. A copy of the automobile insurance policy for the mobile food unit, providing coverage for any accident that may occur while in operation.
    3. A copy of the commercial general liability insurance coverage policy. Liability coverage of at least $500,000 is required, providing coverage for any accident that may occur while operating on the public rights-of-ways. This coverage shall be valid at the time of application and throughout the duration of the mobile food vendor permit. The City of Starkville shall be named as an additional insured party on the insurance policy.

4. All approvals, inspections, and certificates required by the Mississippi State Department of Health. For information or questions please call: 601-576-7689
5. Applicants must operate under a central kitchen that is approved by the Mississippi Department of Health for food service. A mobile vending unit may be certified by the Mississippi Department of Health as a central kitchen and such certification must be provided.
6. If the mobile vending unit or mobile vending cart will be operating on private property, please include documentation and signatures from the property owner(s) indicating consent for the use of their property.

E. Prior to receiving a permit, a fire inspection is required. The City of Starkville fire inspector will inspect all mobile vending units after applications are submitted. For questions regarding fire requirements please call: 662-323-1845.
F. The cost for a mobile food vendor permit shall be two hundred fifty dollars ($250.00) per mobile vending unit/ motorized vehicle per year, and one hundred dollars ($100) per mobile vending cart per year. Permits shall be renewed annually from the date of issuance.
G. A permit sticker shall be issued and displayed on the mobile vending unit or mobile vending cart at all times. Replacement permits for an active license shall be provided for a twenty ($20) dollar fee.
H. Permits are non-transferable and non-exclusive.
I. The city may revoke and terminate any permit in the event the vendor violates any term, condition, or provision of the permit, the City of Starkville Code of Ordinances and/or Unified Development Code, state and/or federal law, or if the business license issued by the City for the permitted activity is revoked. The vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to the City Clerk.
J. All approved mobile food vendors must pay the three (3) percent sales tax required by all food providers in the City of Starkville, along with all other tax and licensing fees required by the State of Mississippi.
K. All mobile food vendors shall affirm, in writing, that the individual or organization will forever indemnify and hold harmless the City of Starkville and all of its agents, employees and representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from operation of a mobile vending unit or mobile vending cart.

(Ord. No. 2021-06, 12-21-21)

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

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

A. All motorized mobile vending units shall be registered with a Department of Motor Vehicles. Any driver of a mobile vending unit/vehicle shall possess a valid Driver's License.
B. It shall be unlawful for any mobile food vendor to operate a mobile vending unit or mobile vending cart that is in a defective, unsafe or unsanitary condition in violation of any applicable law or regulation.
C. All mobile food vendors shall comply with all applicable parking, traffic and vehicle safety laws, regulations and restrictions. Mobile vending units may operate from metered locations in approved zones provided they pay the requisite fees and follow any time limitations associated with the location. Mobile vending carts are permitted only on sidewalks.
D. Mobile vending units and mobile vending carts must not be locked or attached to trees, garbage receptacles, street furniture or any other fixture within the public right-of-way.
E. No mobile vending unit may occupy more than two (2) parking spaces on a City street.
F. No mobile food vendor shall operate within thirty (30) feet of any intersection and no part of the mobile food vending unit shall block visibility of adjacent intersections or on-street signage.

G. No mobile food vendor shall operate within three (3) feet of any public or private driveway, wheelchair ramp or bicycle ramp.
H. No mobile food vendor shall operate within twenty (20) feet of a bus stop.
I. No mobile food vendor shall operate within ten (10) feet of a fire hydrant.
J. No mobile vending unit or mobile vending cart shall operate within fifty (50) feet of the front door of a restaurant unless written permission is given by all restaurants affected.
K. All mobile vending units and mobile vending carts must have self-contained utilities and shall not use the city's utilities or private utilities without express written permission from the City or the property owner.
L. No mobile food vendor shall sell goods, wares or other items of merchandise other than victuals or marketing items related to the mobile food vendor.
M. Mobile food vendors shall utilize accessory storage/coolers provided they are composed of hard plastic or metal. Storage containers made of paper, cardboard, or styrofoam are prohibited.
N. Each mobile food vendor shall be allowed a maximum of one (1) sidewalk sign within ten (10) feet of the mobile vending unit or mobile vending cart. No mobile food vendor shall place any chairs, stools, tables or other fixtures, furniture or other obstructions on any portion of the Public Street, sidewalk, or right-of-way. Sidewalk signs shall meet the size and location requirements per the Unified Development Code.
O. The mobile food vendor is responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors must provide their own trash receptacle on-site for patrons. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The mobile food vendor must keep all areas within a fifty (50) foot radius of the mobile vending unit clean of grease, trash, paper, cups or cans associated with the mobile vending operation.
P. No mobile food vendor shall dispose of liquid waste or grease in tree pits, storm drains, onto the sidewalks, streets, or other public spaces. Under no circumstances shall grease be released or disposed of into the City's sanitary sewer or stormwater system. All waste must be disposed of in accordance with all applicable local, state, and federal laws.
Q. Mobile food vendors shall operate only Thursday - Saturday between the hours of 6:00 a.m. and 2:00 a.m., and on Sunday through Wednesday between the hours of 6:00 a.m. and 12 a.m. All external equipment and accessories must be removed and stored at the end of each day. No mobile vending unit shall be stored, parked or left overnight on City property.
R. All generators associated with a mobile vending unit or mobile vending cart shall provide sound buffering for each generator. At no time shall any generator operate at sixty-five (65) decibels or above measured at twenty-five (25) feet from the generator.
S. It shall be unlawful for any mobile food vendor to operate a mobile vending unit or mobile vending cart in any manner that impedes the flow of vehicular or pedestrian traffic on any public right-of-way.
T. No mobile food vendor shall operate a mobile vending unit or mobile vending cart in any manner that impedes the ingress or egress of a building or structure during its operating hours.
U. No audio amplification system may be used while stationary nor shall any permanent signage be installed as part of a mobile food vendor's operation.
V. No mobile food vendor shall use any flashing or blinking lights or strobe lights; all exterior lights shall contain opaque hood shields to direct the illumination downward.
W. No advertising shall be permitted on any mobile vending unit or mobile vending cart, except to post prices and to identify the name of the product or name of the lawful mobile food vendor.

(Ord. No. 2021-06, 12-21-21)

Sec 30-55 - Violations & Fines:

A. All mobile food vendors must be in compliance with said ordinance. Failure to abide by said ordinance shall result in the following:
   1. A fine not exceeding $150.00 for a first violation.
   2. A fine not exceeding $250.00 for a second violation within one year of any prior violation.

3. A fine not exceeding $500.00 for a third or more violation within one year of the first.

B. Any offense shall be considered a misdemeanor and is subject to being cited by any authorized law enforcement official in the City of Starkville or with authority to do so in the City of Starkville.

C. Violation of this article may result in the suspension or revocation of any city permit or license issued to the owner or operator of the mobile vending unit or mobile vending cart.

D. Each day on which an infraction of the ordinance occurs shall be considered a separate and distinct violation. All fines collected shall go to the city's general fund.

(Ord. No. 2021-06, 12-21-21)

Proof of Publication of the Notices

AFFP
UDC - Notice - BOA - 2

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Wil Bane, being duly sworn, says:

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

November 16, 2021, December 02, 2021

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

Classified Clerk

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

Kimberley G. Jones, Business Manager, Oktibbeha County, Mississippi
My commission expires: September 30, 2023

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 158381 KIMBERLEY G. JONES Commission Expires Sept. 30, 2023 OKTIBBEHA COUNTY

00000131 00095369 662-323-4961

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

Two public hearings will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code and Chapter 30 of Code of Ordinances. The amendments to the Unified Development Code include but are not limited to: removing conflicting text, adding criteria for Administrative Appeals, changing the process for Administrative Appeals, adding use of RV Parks in C Zoning Districts, adding sound requirements for food trucks, allowing for monument signs if form-based districts, adding size options for yard signs in non-residential zones, adding Rental Housing Code, and updating definitions section. The sections affected by this update include but are not limited to: Sections 3, 13, 14, 17, and 18. The amendments to the Code of Ordinance include but are not limited to: Updating Article II Transient Vendors in Chapter 30 and adding Article III Mobile Food Vendor to Chapter 30.
There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first hearing on December 7, 2021 and the second hearing on December 21, 2021. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.
At the hearings interested parties may appear and be heard with respect to the request. A digital version of the draft will be made available on the City's website www.cityofstarkville.org . A printed copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours. For more information, please contact Daniel Havelin, City Planner or Odie Avery, Assistant City Planner.

Publish
November 16, 2021
December 2, 2021

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

Mayor Spruill, presented proposed updates to the Sanitation Ordinance to reflect current operations and allow for any operational changes in that the Ordinance had not been updated since 2010.

Mayor Spruill opened the Public Hearing.

Alvin Turner inquired as to anything that can't be put out for city pickup.

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

26. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of December 15, 2021 for fiscal year ending 9/30/22, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$ 530,194.70
Restricted Fire Fund	003	1,555.67
Airport Fund	015	61,187.44
Restricted Airport Fund	016	21,123.37
Sanitation	022	72,702.84
Computer Assessments	107	10,944.11
Industrial Park Bond	303	175,436.74
American Relief Fund	309	1,200.00
Park and Rec Tourism	375	49,230.75
Park Bond - 2020	380	262,138.98
Sub Total Before Utilities		$ 1,185,714.60
Utilities Dept.	SED	1,555,546.01
Total Claims	Total	$ 2,741,260.61

27. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Vaughn, seconded by Alderman Beatty, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

28. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Rupp offered a motion to enter Executive Session for the purpose of the discussing the prospective purchase of land by the City of Starkville near the airport. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the prospective purchase of land by the City of Starkville near the airport. At this time, the Board entered Executive Session.

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

Alderman Vaughn offered a motion to return to open session. Alderman Sistrunk seconded the motion and the Board voted as follows to return to open session:

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

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

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

30. A MOTION APPROVING MUNICIPAL AIRPORT LAND SALE AND PURCHASE CONTRACT.

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, to move approval of the Option Contract for the Sale and Purchase of Real Estate relating to 24.7 +/- acres located south of the Starkville Municipal Airport runway for the purpose of preserving land for the airport runway expansion project and authorizing a title review and phase one environmental study to be conducted on the property. A copy of the contract is attached.

The Board voted as follows:

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

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

31. MOTION TO ADJOURN UNTIL JANUARY 4, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until January 4, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Absent
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 _________, 2022.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

OPTION CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

The undersigned Sellers hereby agrees to sell, and the undersigned Purchaser hereby agrees to purchase the hereinafter described property in accordance with the following terms and conditions:

1. **DESCRIPTION:** 24.7+/-ac located in the South Half of the Southeast Quarter of Section 17 and in the North Half of the Northeast Quarter of Section 20, All in Township 18 North, Range 14 East, Oktibbeha County, Mississippi as set forth and described on Exhibit "A" attached hereto.

2. **PRICE:** The total purchase price to be paid by Purchaser to Sellers shall be the sum of $500,000.00 in cash or certified funds at closing.

3. **TAXES:** It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

4. **TITLE:** At closing, Sellers shall execute and deliver to Purchaser a general Warranty Deed to the above described property

5. **CLOSING:** Closing shall occur within 15 business days following receipt by the City of Starkville of AIP funds allocated to cover the purchase price.

6. **DEPOSIT:** Purchaser shall deposit with Donald E. Miller the sum of $500.00 as option money. If title is merchantable, the option money shall be credited to the sales price at closing. If the title is not merchantable or adequate funding is not received through AIP as set forth in Paragraph 9(b) the option money shall be refunded to Purchaser. In the event title is found to be merchantable with all contract contingencies met and the Purchaser fails to carry out and perform the terms of this agreement, the option money shall be retained by the Sellers as liquidated damages with this option contract then being cancelled.

7. **ENVIRONMENTAL WARRANTY:** Sellers warrants that it has not engaged in any activities on the subject property that could result in the imposition of an environmental levy or assessment. Purchaser, at Purchaser's expense, is granted a period not to exceed 45 days from the date of this contract to have any reasonable and necessary environmental tests conducted on the subject property. Closing of this transaction is contingent upon the absence of any negative findings from said tests provided that notice of said findings is provided to Seller in writing within 45 days from the date of this contract.

8. **ATTORNEY'S FEES:** If it becomes necessary for a non-defaulting party to employ an attorney to insure the performance of this contract, or to recover damages, then the defaulting party or parties agree to pay, as part of any judgement, all reasonable attorney's fees and court costs incurred by the non-defaulting party.

9. **SPECIAL PROVISIONS:** Purchaser shall pay all cost of closing.

   a. Purchaser shall pay all costs of closing.

   b. Closing on this option contract shall be contingent upon the City of Starkville receiving adequate AIP funds sufficient to cover the purchase price of the subject property and construction of the proposed runway extension.

Executed in duplicate this the 30th of Nov., 2021, each copy to be deemed an original.

SELLERS:

Donald E. Miller
DONALD E. MILLER

Donald E. Miller Jr.
DONALD E. MILLER, JR.

William Daniel Miller
WILLIAM DANIEL MILLER

ALAN F. MILLER

PURCHASER: City of Starkville, Bryan Field Airport

BY: D. Spruill

D. Lynn Spruill
Mayor - City of Starkville

tabbies
EXHIBIT
A
LEGAL

MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
January 14, 2022

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, January 14, 2022 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, Alderman Ben Carver, Alderwoman Sandra Sistrunk, Alderman Jeffery Rupp, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn, Sr. City Attorney Chris Latimer and City Clerk Lesa Hardin were also present.

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

Mayor Spruill welcomed Dr. Alison Buehler of the Lighthouse Project which assists families at the J. L. King Center. Margaret Brown, youth development coordinator, discussed the programs offered after school and when school is not in session. They currently provide homework assistance, snacks and recreation activities to approximately 45 youth. Rudi Redd, public relations specialist described the mission of the program and adult GED, budgeting, communication and job source resources the Lighthouse Project provides. They encouraged everyone to join as community Helping Hands partners as well as refer any persons to the programs they feel will benefit from any of the Lighthouse Project opportunities.

The Mayor and members of the Board discussed items on the upcoming January 18, 2022 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 1st DAY OF FEBRUARY, 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, JANUARY 14, 2022

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. 3119, in advance for any services requested.

WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI
JANUARY 14, 2022
11:00 a.m.

A. CALL THE MEETING TO ORDER

B. PRESENTATION BY ALISON BUEHLER WITH THE LIGHTHOUSE PROJECT OF THE CURRENT OPERATIONS AT THE J. L. KING CENTER.

C. DISCUSSION OF THE AGENDA ITEMS FOR THE JANUARY 18, 2022, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

D. ADJOURN MEETING

THE CITY OF STARKVILLE

CITY HALL 110 West Main Street
STARKVILLE, MISSISSIPPI 39759
662-323-2525 ext. 3117

REQUEST FOR PUBLIC APPEARANCE

There are two Public Appearances per Board Meeting with each having a maximum of ten (10) minutes.

I, Christopher Thompson (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:
Boys and Girls Club of the Golden Triangle Area
-Starkville Unit's mission and day to day programs

Contact Information:

Name: Christopher Thompson
Group Representing: Boys and Girls Club of the Golden Triangle -Starkville Unit
Address: 911 Lynn Ln
Starkville MS
Phone: 662-457-9980
Email: thompson@bgcgoldentri.org

The Boys & Girls Club of the Golden Triangle Area

Starkville Unit

Starkville Unit

- Ron Thornton, President & Chief Executive Officer of BGCGT
- Christopher Thompson, Unit Director
- Conporche Robinson, Program Director
- Keishanna Johnson, Mentor/Volunteer Coordinator
- Kimberly Hill, Program Instructor (K-1)
- Javonte' Ragsdale, Program Instructor (2^{nd} – 3^{rd})
- Morgan Gray, Program Instructor (4^{th} – 5^{th})
- La'Miracle Grays, Program Instructor (4^{th} – 5^{th})
- Shonna Tillman, Teen Director (6^{th} & up)
- 9 Work Study Students and Growing

Location

- 911 Lynn Lane Starkville, MS 39759

Hours of Operations

- Fall and Spring Terms : 10:00am – 6pm
- Spring Break: 7:30am- 5:30pm
- Summer: 7:30am - 5:30pm

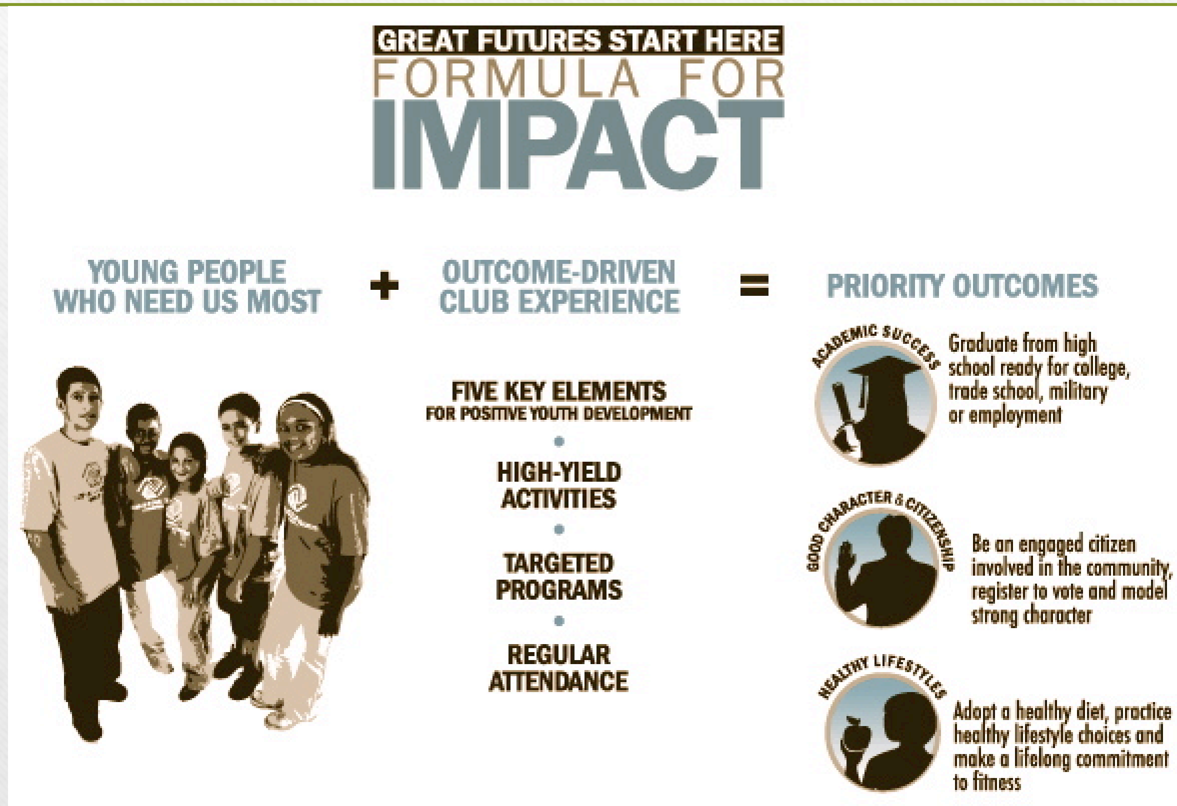
BOYS & GIRLS CLUB MISSION & VISION

- MISSION: To enable all young people especially those who need us the most to reach their full potential as productive, caring, responsible citizens.
- VISION of BGCA: Provide a world-class Club Experience that assures success is within reach of every young person who enters the doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character & citizenship, & living a healthy lifestyle.
- VISSION of BGC STARKVILLE: The BGC of the Golden Triangle, Inc. (Starkville Unit) will seek to better understand members through one on one meetings, regular programming, & extracurricular activities to make sure that all young people who enter our doors succeed in the world. We want every member to say STARKVILLE UNIT IS A "HOME AWAY FROM HOME".

Boys & Girls Club Core Beliefs & Code

- Core Beliefs: We are dedicated to our core beliefs in providing a safe place to learn & grow, building ongoing relationships with caring, adult professionals, delivering life-enhancing programs and character development experiences, along with creating hope & opportunities.
- Club Code: “I believe in God and the right to worship according to my own faith & religion. I believe in America & the American way of life…in the Constitution & the Bill of Rights. I believe in fair play, honesty, & sportsmanship. I believe in my Boys & Girls Club, which stands for these things.

GREAT FUTURES START HERE



Priority Outcomes

- **Academic Success**

  Graduate from high school ready for college, trade school, military, or employment.

- **Good Character and Citizenship**

  Be an engaged citizen involved with the community, registered to vote, and exhibiting strong moral character.

- **Healthy Lifestyles**

  Adopt a healthy diet, practice healthy lifestyle choices, and make a lifelong commitment to fitness.

Outcome-Driven Club Experience:
5 Key Elements

- ***A Safe, Positive Environment***
- ***Supportive Relationships with Adults & Peers***
- ***Fun***
- ***Recognition***
- ***Opportunities and Expectations***

BGCA's Targeted Programs

ACADEMIC SUCCESS

- diplomas2 DEGREES
- Goals for Graduation
- PowerHour :making minutes count
- CAREER LAUNCH TAKE CONTROL
- Summer Brain Gain

CHARACTER & CITIZENSHIP

- YOUTH OF THE YEAR (Sponsored by Tupperware Brands)
- JUNIOR STAFF
- KEYSTONE The Ultimate Teen Program
- TORCH CLUB
- MONEY MATTERS make it count

HEALTHY LIFESTYLES

- TRIPLE PLAY a game plan for the mind, body and soul
- SMART GIRLS
- PASSPORT 2 MANHOOD A JOURNEY TO HELP YOU PREPARE FOR A POSITIVE ADULTHOOD
- SMART moves Skills Mastery and Resistance Training
- UPS ROAD CODE safe driving for teens

We need you!!!

<u>**Our vision can not be fulfilled without you.**</u>

1. **Schedule a Club Tour!**
2. **Sign up to become a mentor with our Mentoring Program through OJP.**
3. **Adopt a Club to support throughout the year!**
4. **Adopt a Classroom to remodel!**
5. **Provide marketing spaces in the paper, online, on billboards, etc.**
6. **Sponsor a Club van or bus!**
7. **Sponsor a new Club house!**
8. **Donate new lobby furniture!**
9. **Sponsor a quarterly A & B Party for our Scholars!**
10. **Host a Club cleanup day or week to sanitize the entire building and equipment.**

Lunch and Learn

You are cordially invited to our lunch and learn on March 31, 2022 at 1pm. This will take place at the Starkville Unit.

Questions or Concerns

Christopher Thompson, Unit Director

(662)651-9980

thompson@bgcgoldentri.org

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 1, 2022

SUBJECT:
Public hearing and consideration of VA 22-01 a request for variance on rear setback at 114 Mohawk Street in a SD-6 zoning district.

SUMMARY:
This is a request by Richard and Evelyn Hill for a Variance on a rear setback at 114 Mohawk Street in a SD-6 zoning with the parcel #118B-00-037.00. The applicant is requesting a variance from rear setbacks to add a sunroom addition to the existing home. The sunroom is being proposed on the south side of the existing home and will extend out 20' from the rear of the house. The existing home is approximately 30' from the rear property line. The request is to reduce the rear setback from 20' to 10' to accommodate the addition.

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.
1. 12 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 28, 2021.
3. A sign was posted on the property in a conspicuous location.

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

At the January 26, 2022 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

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SUGGESTED MOTION:
Move approval of VA 22-01 to allow for a variance on rear setback at 114 Mohawk Street.

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

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of VA 22-01 a request for variance on rear setback at 114 Mohawk Street in a SD-6 zoning district.
Date: January 26, 2022

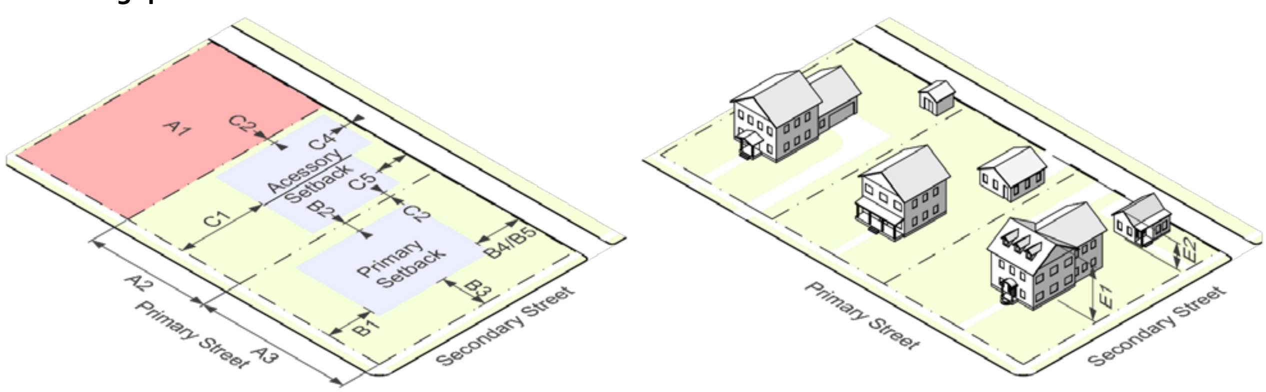
The purpose of this report is to provide information regarding a Request by Richard and Evelyn Hill for a Variance on a rear setback at 114 Mohawk Street in a SD-6 zoning with the parcel #118B-00-037.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is requesting a variance from rear setbacks to add a sunroom addition to the existing home. The sunroom is being proposed on the south side of the existing home and will extend out 20' from the rear of the house. The existing home is approximately 30' from the rear property line. The request is to reduce the rear setback from 20' to 10' to accommodate the addition.

VARIANCE REQUEST

Section 6.3.4 Base Dimensional Standards.



Detached and Attached Duplex Dwelling	
A. Lot Dimensions	**SD-6**
A1 Lot size per unit in sq. ft (min.)	6000
A2 Lot width (min.)	50'
A3 Lot width at corner (min.)	60'
B. Principal Building Setbacks	**SD-6**
B1 Front setback	25' or infill standards
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	25'
B4 Rear setback (min.)	20'

B5 Rear setback adjacent to street or alley (min.)	25’
C. Accessory Dwelling Unit/Structure Setbacks	**SD-6**
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5’ min
C3 Side setback corner lot (min.)	25’
C4 Rear setback	5’, minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	20’
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	**SD-6**
D1 From primary street	See infill standards
E. Height	**SD-6**
E1 Principal building(s) (max)	30’, 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15’
F. Pedestrian Access	**SD-6**
F1 Street-facing primary entrance along street	yes

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7)

3.7.1. Criteria for variance review and approval.

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

NOTIFICATION:

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

1. 12 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on December 28, 2021.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

ANALYSIS

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

CONDITIONS OF APPROVAL

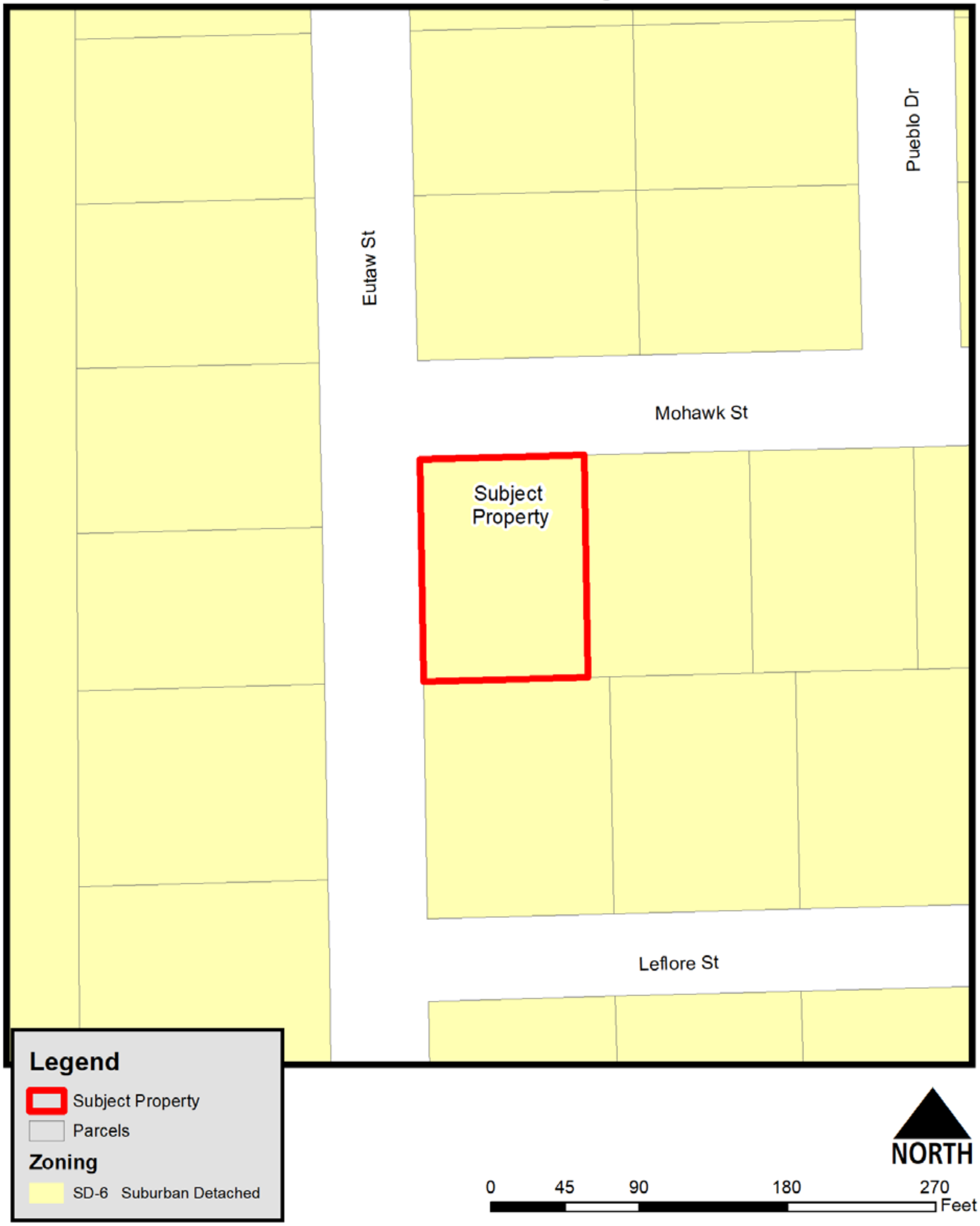
Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1

VA 22-01 Aerial

Attachment 2

VA 22-01 Zoning



Attachment 3- Site Plan Sketch

Attachment 4- Concept Image

(no subject)

Evelyn Hill <evelynhill81@gmail.com>

Tue 07/12/2021 12:05

To: Hill, Evelyn <ewhill@business.msstate.edu>

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 1, 2022

SUBJECT:
FOURTH PUBLIC HEARING FOR AMENDING SECTION 3, 17, AND 18 OF THE UNIFIED DEVELOPMENT CODE WITH THE ADDITION OF THE RENTAL HOUSING CODE.

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

UDC Section Number	Description of Revision
3.8	Added Criteria for Administrative Appeal of Rental Housing Code
17.6	Added Rental Housing Code
18	Adding, Updating, and Deleting Definitions relating to Rental Housing Code

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

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SUGGESTED MOTION:

ORDINANCE NO. 2022-__

ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING THE UNIFIED DEVELOPMENT CODE WITH THE ADOPTION OF SECTION 17.6 RENTAL HOUSING CODE

WHEREAS, The City of Starkville finds that certain of its residential neighborhoods could experience declining property values, a concomitant loss of City property tax revenue, and a decline in health, safety, and quality of life due to a lack of inspection and preventive and ongoing maintenance for an increasing number of long term rental properties;

WHEREAS, the City has received numerous complaints from residents regarding unabated nuisances and risks to health, welfare, and safety caused by poorly maintained long term rental properties in their neighborhoods, including single family homes, resulting in sanitation problems, traffic safety issues, environmental and health concerns, and code violations; and

WHEREAS, the City finds and declares a compelling interest in establishing standards for licensing, inventorying, inspecting, and maintaining properties that are rented or leased for long term residential occupancy, in order to ensure decent, safe, and sanitary residential long term rental properties in the City and its residential neighborhoods; and

WHEREAS, the City has a duty and need to enact regulations that establish safe standards related to preventive and ongoing long term rental property maintenance, and enable the City to effectively license, inventory, inspect, and, if necessary, repair rental properties, in order to protect the overall health, safety, and welfare of the City's residents; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the City to adopt ordinances with respect to the care, management, and control of its municipal affairs, property, and finances; and

WHEREAS, Section 21-19-25 of the Mississippi Code authorizes the City to adopt codes by ordinance dealing with the general public health, safety, or welfare, or a combination of the same; and

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold multiple public hearings in connection with the proposed amendments of the Unified Development Code; and

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

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

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

SECTION 2. Said Ordinance having been previously reduced to writing, a motion was made by Alderman __________and seconded by Alderman ________ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City

Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

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

ORDAINED AND APPROVED, this the __ day of February, 2022, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

____

D. Lynn Spruill, Mayor

ATTEST:

____

Lesa Hardin, City Clerk

Proof of Publication of the Notices

AFFP
UDC - Notice - BOA - 2

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Wil Bane, being duly sworn, says:

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

November 16, 2021, December 02, 2021

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

Classified Clerk

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

Kimberley G. Jones, Business Manager, Oktibbeha County, Mississippi
My commission expires: September 30, 2023

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 158384 KIMBERLEY G. JONES Commission Expires Sept. 30, 2023 OKTIBBEHA COUNTY

00000131 00095369 662-323-4961

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

Two public hearings will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code and Chapter 30 of Code of Ordinances. The amendments to the Unified Development Code include but are not limited to: removing conflicting text, adding criteria for Administrative Appeals, changing the process for Administrative Appeals, adding use of RV Parks in C Zoning Districts, adding sound requirements for food trucks, allowing for monument signs if form-based districts, adding size options for yard signs in non-residential zones, adding Rental Housing Code, and updating definitions section. The sections affected by this update include but are not limited to: Sections 3, 13, 14, 17, and 18. The amendments to the Code of Ordinance include but are not limited to: Updating Article II Transient Vendors in Chapter 30 and adding Article III Mobile Food Vendor to Chapter 30.
There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first hearing on December 7, 2021 and the second hearing on December 21, 2021. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.
At the hearings interested parties may appear and be heard with respect to the request. A digital version of the draft will be made available on the City's website www.cityofstarkville.org . A printed copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours. For more information, please contact Daniel Havelin, City Planner or Odie Avery, Assistant City Planner.

Publish
November 16, 2021
December 2, 2021

3.8. Administrative Appeal.

An administrative appeal is any appeal from administrative interpretations on all matters pertaining to the adopted codes of the City that does not require a variance, waiver, use exception, or special exception. Administrative Appeals of the interpretation of the adopted Technical Codes or any issue related to stormwater requirements shall be reviewed by the Board of Adjustments and Appeals. Administrative Appeals of the interpretation and enforcement of the Rental Housing Code shall be reviewed by the Board of Alderman. Administrative appeals of denial or revocation of transient vendor license shall be reviewed by the Board of Alderman. All other Administrative Appeals shall be reviewed by the Planning and Zoning Commission.

3.8.1. Criteria for Administrative Appeal.

A. Interpretation. The appeal of the interpretation of the requirements by City Staff or the City's Consultant(s) shall be based on an alleged error in interpreting and/or the application of the requirements of the Unified Development Code.

B. Appropriateness of the request. The request for an Administrative Appeal shall be for interpretation only and does not trigger the requirements of a variance, waiver, use exception, or special exception.

C. Review. The Planning and Zoning Commission, Board of Adjustment and Appeals, and the Board of Aldermen shall have the power to review the decision of City Staff, de novo, but shall not consider new evidence that was not available to City Staff at the time of making an interpretation.

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

3.8.3. Administrative Examination. Upon receipt of an application for an administrative appeal, the City Planner shall examine, or cause to be examined, the application and shall make such investigation into the proposed administrative appeal as is necessary. If the application is determined to be complete, the City Planner shall place the item on the agenda for either the Planning and Zoning Commission or the Board of Adjustment and Appeals. The appeal shall be placed on the next regularly scheduled meeting of either the Planning and Zoning Commission or the Board of Adjustments and Appeals in accordance with the submittal schedule for non-advertised agenda items.

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

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

Zoning Commission or the Board of Adjustment and Appeals shall either be affirmed, modified, or reversed by the Board of Aldermen by majority vote.

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

3.8.7. **Conditions of Approval.** The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of an administrative appeal shall run with the land and shall be binding upon the applicants, their heirs, and/or successors.

17.6. Rental Housing Code

17.6.1. **Intent.** This code shall apply to all long-term rental housing units located within the City of Starkville, Mississippi, including all residential dwelling unit types. The intent of this code is to establish base standards for rental housing units in Starkville to prevent or correct slum and/or blighted conditions and protect the health, safety and welfare of the community. This code does not require existing rental housing units with normal wear and tear to be brought up to the requirements of the current adopted technical codes unless building permits are required in accordance with Section 17.3. This code shall not apply to hotels, motels, short-term rental, and/or any bed and breakfast.

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

A. **Registration Fee**

1. All persons or entities who have rental property within the City are required to register their property(ies) within 60 days after the effective date of the ordinance and before the property is rented for the first time after a certificate of occupancy is granted.
2. A registration fee, to be established by action of the Mayor and Board of Aldermen, per rental unit shall be due upon registration. A registration fee shall also be required upon any change in ownership.
3. Failure to pay the registration fee within sixty (60) days after the effective date of the passage of this ordinance shall be considered a violation and enforced in accordance with Section 3.19. In addition to penalties as outlined in Section 3.19.2, revocation of the certificate of occupancy for each unregistered unit may occur.
4. If the Community Development Department and/or a Code Enforcement Officer determines that the property has been rented without registration after the effective date of the passage of this ordinance it shall be considered a violation and enforced in accordance with Section 3.19. In addition to penalties as outlined in Section 3.19.2, revocation of the certificate of occupancy for each unregistered unit may occur.

B. **License application.** Application for an initial rental housing license shall be filed with, and issued by, the Community Development Department. The applicant shall be the property owner, agent, or manager and shall have the authority to provide consent for inspections. The application shall include the following:

1. The name and address of the property owner.
2. The name and address of the agent or manager if applicable.
3. Signature of the property owner, agent, and/or manager.
4. Phone number and email address of the property owner, agent and/or manager.
5. The address and unit/suite number of each individual rental unit.
6. A statement as to whether utility services will be provided by the owner or be the tenant's responsibility.
7. Such other information as may be requested by the Community Development Department to enable it to determine if the proposed rental housing unit or complex will comply with legal requirements.

C. **License transfer.** Any change of ownership of residential dwelling unit shall require a license transfer.

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

E. **Inspections.** The Building Official or designee may request to inspect any rental housing unit(s) or complex(es).

1. **Personnel.** The Building Official or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this section.

2. **Access.** Building Official or designee may request to inspect the rental housing unit and upon reasonable notice be allowed access to any part of such rental housing unit for the purpose of making such inspections. If the owner, agent, manager, or tenant of any rental dwelling unit refuses entry upon request of the Building Official or designee to carry out inspection in accordance with this section, the City may make application to the appropriate judicial officer for a warrant based upon constitutional standards in effect at the time of the application, and shall not make entry in the absence of consent, a lawful warrant, or other legal authority.

3. **Failure of Inspection**. If upon inspection, violations of interior or exterior standards exist, the owner, agent, or manager will be required to correct all violations within a reasonable period of time as determined by the Building Official or designee not to exceed ninety (90) days. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been reinspected by the City and deemed to comply.

17.6.3. Administration and Enforcement.

A. **Administration.** The Community Development Department has the primary responsibility of overseeing and, with code enforcement, enforcing this chapter, and is granted the authority expressly and impliedly needed and necessary for enforcement.

B. **Enforcement.** Nothing in this section shall preclude employees of the Community Development Department or Code Enforcement from seeking voluntary compliance with the provisions of this section or from enforcing this section, proactively or reactively, through warnings, citations, or other such devices designed to achieve compliance in the most efficient and effective manner under the circumstances.

17.6.4. Transfer of property after notice.

A. **Written assumption of responsibility.** The transfer of any or all property interest in any manner, including but not limited to, the sale, trade, lease, gift, or assignment of any real property against which a citation has been issued or allegations of violations have been filed with the court shall not relieve the parties unless the legal entity assuming interest in such property, in writing, assumes responsibility for compliance with the notice to comply or alleged violations and a copy of such writing is presented to the city.

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

17.6.5. Vacation of tenants and re-occupancy.

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

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

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

17.6.6. Conflict of ordinances. In any case where a provision of this section is found to be in conflict with a provision of the Unified Development Code, Technical Codes, or Code of Ordinances, existing on the effective date of this code, the provision which establishes the higher standard for the promotion and protection of the health and safety of the community shall control.

17.6.7. Appeal procedure. Any interpretation by the Community Development Department of the Rental Housing Standards resulting in the issuance of a citation can be appealed as an Administrative Appeal to the Board of Aldermen. The applicant shall have ten (10) business days from the issuance of the citation to appeal that decision to the Board of Aldermen. The appeal will be placed on the Board of Aldermen agenda. Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction.

17.6.8. Rental Housing Standards

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

G. **Food preparation facilities.** Every rental housing unit shall have a kitchen or access to a kitchen area with suitable space and equipment to store, prepare, and serve food in a sanitary manner.

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

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

3. **Flow of water.** Kitchen plumbing facilities shall have a reasonable flow of water and the minimum flow of hot or

cold water issuing from a faucet or fixture shall be not less than one gallon per minute.

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

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

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

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

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

1. **Outlets, switches, and light fixtures**. All indoor and outdoor outlets, switches, and light fixtures shall be operable and fully intact.

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

3. **Stairway and hall lights.** Every light fixture within any public or common stairway, hallway, corridor, or breezeway in or leading into multifamily dwellings shall be operable at all times.

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

5. **Installation and maintenance.** Every outlet, switch, and fixture shall be properly installed and maintained in sound condition. No owner, agent or manager shall provide, install or allow to be installed or used any frayed and exposed wiring; wiring unprotected by proper covering;

fixtures in disrepair; tacked extension cording; or makeshift wiring, outlets or fixture repairs or which may injure a person.

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

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

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

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

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

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

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

3. **Interior doors.** Interior doors, door hardware and door frames shall be maintained in sound condition and capable of affording privacy to the occupants.

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

1. **Rental Housing Unit Occupancy Load**. Every single dwelling unit (single-family) rental housing unit shall provide at least one hundred (100) square feet of floor area for each occupant. The floor area is to be calculated on the basis of total dwelling unit area.

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

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

1. **Tripping hazard on stairways.** Every inside and outside stairway shall be maintained in sound condition and free

from any broken, rotted, or missing steps or tripping hazards.

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

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

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

5. **Windows.** Every openable window reasonably accessible from the outside shall have a locking device or devices properly installed and in sound condition capable of the use intended by its design. Such devices shall prevent opening, lifting or sliding of the locked window from the exterior of the unit.

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

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

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

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

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

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

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

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

   ii. All exterior painted surfaces shall be painted with paint that is lead free and shall be free of loose, cracked, scaling, chipping or peeling paint in such amounts as to present a deteriorated or slum-like appearance;

   iii. Roof coverings shall be watertight and weathertight and shall be free of broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance. All roofing materials shall meet the requirements of all adopted codes and ordinances.

6. **Maintenance of swimming pools, water features, and spas.** All swimming pools, water features, and spas shall be properly maintained so as not to create a safety hazard, harbor vermin infestation, or create a deteriorated or slum-like appearance.

7. **Stagnant water.** All premises shall be maintained so as to prevent the accumulation of stagnant water when such water causes a hazardous or unhealthy condition, becomes a breeding area for insects or causes damage to foundation walls.

8. **Infestation.** Every rental housing unit and premises shall be kept free from insect, rodent or vermin infestation. Every rental housing unit and premises shall be free from the presence or apparent evidence of insect or rodent infestation, other noxious pests, nesting places and any other unsightly or unsanitary accumulation which may harbor insects, rodents or other vermin.

9. **Maintenance of facility and equipment.** Every supplied facility, piece of equipment or utility shall be so constructed, installed and maintained so that it will function safely and effectively and remain in sound condition.

10. **Discontinuation of services**. No owner, agent or manager shall cause any services, facilities, equipment or utilities which are required under this code to be removed from, shut off or discontinued in any occupied rental housing unit except for such temporary interruption as may be necessary while actual repairs or alterations are in process.

11. **Responsibility for maintenance.** It shall be the responsibility of the owner, agent, and manager to provide for the interior and exterior maintenance of the rental housing unit and premises.

Section 18. DEFINITIONS

UPDATED DEFINITIONS: (changes are underlined)

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

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

NEW DEFINITIONS:

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

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

Infestation- The presence or apparent presence of insects, rodents, vermin or noxious pests of a kind or in a quantity that endangers health within or around a dwelling or may cause structural damage to the dwelling.

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

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

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

Manager- A person or company with express written consent to act upon the owner's behalf of a rental housing unit and is authorized to make or order repairs or service to the unit and is authorized to receive notices on behalf of the owner.

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

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

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

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

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

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 1, 2022
PAGE: 1

SUBJECT: Consideration of approving a renewal of the contract with Retail Strategies for another three years. This is a shared agreement with VCC and OCEDA each paying a portion of the annual cost.

AMOUNT & SOURCE OF FUNDING: $30,000 per year shared between the three entities with the City of Starkville share being $15,000.

FISCAL NOTE: This is provided for in the current budget.

AUTHORIZATION HISTORY: Retail Strategies has been serving in this capacity for us over the past 6 years. They have been part of a number of projects that have become realities around town. The accompanying documents share some of those contacts and successes.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill, Jennifer Gregory

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SUGGESTED MOTION:

Move approval of extending the contract with Retail Strategies for another 3 year term.

RETASPE-01 KRMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Petra RMS 2140 11th Ave South, Suite 400 Birmingham, AL 35205	CONTACT NAME: PHONE (A/C, No, Ext): (205) 354-2700 FAX (A/C, No): (205) 449-5585 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CINCINNATI INSURANCE COMPANY	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Retail Specialists, LLC
2200 Magnolia Avenue, Ste. 100
Birmingham, AL 35205

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP0567185	2/1/2021	2/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EPP0567185	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP0567185	2/1/2021	2/1/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Retail Strategies, LLC is named as Additional Insured with respect to General Liability Coverage as required by written contract.

CERTIFICATE HOLDER

City of Starkville
110 West Main Street
Starkville, MS 39759

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristi Murphy

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant"), the Oktibbeha County Economic Development Authority ("OCEDA"), the Starkville Visitors and Convention Council ("VCC"), and the City of Starkville, MS, ("Starkville") (collectively referred to as "Clients") on this the ________February 2022, as follows:

WHEREAS, the Clients desire to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the "Project"); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Clients as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Clients and Consultant, by which Consultant will provide professional consulting and related services to the Clients as hereinafter specified:

1. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Clients in the form of consulting and related services for the Project as set out in Exhibit A.

2. TERM

The Term of this Agreement shall commence upon February __, 2022, and run for a period of three (3) years unless terminated pursuant to the terms of Paragraph 8 below.

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Clients agree to pay Consultant $30,000.00 annually split as follows: City of Starkville - $15,000; OCEDA - $10,000; VCC - $5,000. Compensation shall be paid in full when billed by Consultant.

Initial fees in year one are due upon execution of this Agreement. Consultant shall send separate invoices to Starkville, OCEDA, and VCC for their pro-rata shares of annual compensation asoutlined above.

4. <u>CLIENTS' RESPONSIBILITIES</u>

In addition to paying Consultant for services according to the preceding paragraph, the Clients shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal toClients, and such records, reports, and information as reasonably requested by Consultant and in Clients' possession.

5. <u>INTELLECTUAL PROPERTY</u>

The Clients and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Clients, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Clients acknowledge that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Clients may utilize any of the foregoing for and on behalf of their internal operations, but will take steps reasonably necessary with their employees with respect to the use, copying, protection and security of the foregoing.

6. <u>APPLICABLE LAWS</u>

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. <u>INSURANCE</u>

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees. Consultant shall carry the insurance listed on the Certificate of Insurance attached hereto as Exhibit "B", which is incorporated herein by reference, throughout the term of this Agreement.

8. DEFAULT AND TERMINATION

(a) In the event Consultant should violate any of the terms of this Agreement, Clients shall provide Consultant with written notice of any such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant failto cure such default in the time period provided, Clients shall be permitted to terminate this Agreement.

(b) Notwithstanding the above provision, Clients may collectively terminate this Agreement, with or without cause, by providing written notice six (6) months prior to the date of termination.

(c) In addition to the foregoing, Starkville, OCEDA, or VCC may terminate their participation in this agreement individually upon the required six (6) months written notice. In that event, any remaining parties may renegotiate the payment terms of this Agreement on mutually agreeable terms.

(d) This Agreement shall automatically expire upon the expiration of the three (3) year term. The parties may renew the consulting relationship by executing an amendment or new agreement setting forth the new terms between the Consultant and the Clients.

(e) All fees paid for any term are fully earned when paid and are not subject to refund following any termination hereunder.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United Sates Mail, postage prepaid thereon to the addressesnoted below:

Clients:

City of Starkville, MS
110 W. Main Street
Starkville, MS 39759
Email: l.spruill@cityofstarkville.org
Attention: Mayor Lynn Spruill

Starkville Visitors and Convention Council

200 E. Main St.

Starkville, MS 39759

Email: mtagert@starkville.org

Attention: Mike Tagert

Oktibbeha County Economic Development Authority

200 E. Main St.

Starkville, MS 39759

Email: mtagert@starkville.org

Attention: Mike Tagert

Consultant: Retail Strategies, LLC

2200 Magnolia Ave. S. Suite, 100

Birmingham, AL 35233

Email: sleara@retailstrategies.com

Attention: Steve Leara

10. INDEPENDENT CONTRACTOR

While Consultant's role will be that of consultant to the Clients, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Clients. Consultant shall not have the authority to bind or obligate the Clients, their officers, agents or employees. Clients do not reserve any right to control the methods or manner of performance of the services by Consultant. Consultant in performing the services provided herein, shall not act as an agent oremployee of Clients, but shall be and act as an independent contractor, and shall be freeto perform the services by such methods and in such manner as Consultant may choose.

11. **INDEMNIFICATION**

Consultant shall indemnify, defend, and hold harmless Clients and their officers, agents, servants, and employees from and against any and all loss, damage, or liability resulting from any claims, suits, and actions for injuries to persons or entities and damages caused by or arising out of any action or inaction of Consultant, or anyone directly or indirectly employed by it or anyone for whose acts Consultant may be liable, in any way associated or connected with the performance of the services herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory acts or omissions of Client, its officers, agents, servants, or employees. This indemnity includes, but is not limited to, court costs, attorney fees, costs of investigation, costs of defense, settlement and judgments associated with such claims, suits or actions.

12. COVENANT NOT TO COMPETE

Consultant agrees that during its contractual relationship with Clients, it will not perform any services similar to those provided to Clients for any person, firm, or entity, including but not limited to, governmental entity, quasi-governmental entity, political subdivision, economic development organization, chamber of commerce, municipal corporation, county, or any combination thereof located in the following counties: Oktibbeha, Clay, and Lowndes. Consultant acknowledges that the three-year term of this contract and the geographical area set forth is reasonable, and that enforcement of a remedy by way of injunction will not prevent Consultant from conducting business. It is the intent of the parties that Consultant will provide services solely to Clients within the area described in this paragraph.

13. MISCELLANEOUS

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered,changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected orimpaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Mississippi. Venue for any dispute arising between the parties shall be in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for theNorthern District of Mississippi, Aberdeen Division, as applicable.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in allrespects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Clients acknowledge that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services.

SIGNATURES ON FOLLOWING PAGE

CLIENTS:

City of Starkville, MS

By ______________________________________

Title ___________________________________

Date ___________________________________

Oktibbeha County Economic Development Authority

By ______________________________________

Title ___________________________________

Date ___________________________________

Starkville Visitors and Convention Council

By ______________________________________

Title ___________________________________

Date ___________________________________

CONSULTANT:

RETAIL STRATEGIES, LLC

By ______________________________________

Title ___________________________________

Date ___________________________________

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to the City of Starkville (the "Clients").

A. Research

1. Identify market retail trade area using political boundaries, drive times and radius and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Aerial imagery by trade area
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 50 retail prospects to be targeted for recruitment over three year engagement
10. Retailer recruitment and execution of the retail strategy
11. Monthly updates provided on retail industry trends
12. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Clients will contact a minimum of 50 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Clients' designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

II. CLIENTS AGREEMENT

This section Client *outlines what the City of Starkville (the "Clients") will provide for Retail Strategies (the "Consultant").*

A. Point of Contact

1. One individual shall be specifically designated by Clients and identified to Consultant as primary point of contact ("POC")
2. POC will be responsible for regular communications between Clients and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to
   Clients as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision-making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
2. Clients/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Clients/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Clients/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning

C. Information and Material Requested by Clients:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
2. Clients/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly

EXHIBIT B

Certificate of Insurance - Following Page

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 1, 2022
PAGE: 1

SUBJECT: Consideration of calling for a public hearing to amend the sign ordinance to provide for an option to waive permit fees and provide authority for the city to remove non-conforming signage and place a lien on the property.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The details of this possible option for remedying any non-conforming signs is not currently in the sign ordinance and the city has no alternative method of insuring compliance with the sign ordinance without some ability to remove and obtain compensation for such action.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Chris Latimer

SUGGESTED MOTION:

Move approval of calling for the first of two public hearing to amend the sign ordinance.

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 1, 2022
PAGE: 1

SUBJECT: Consideration reappointing Sumner Davis to his second term on the Starkville Oktibbeha Consolidated School District Board.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of reappointing Mr. Sumner Davis to the Starkville Oktibbeha County School District Board.

---------- Forwarded message ---------
From: **Davis, Sumner** <sumner.davis@msstate.edu>
Date: Wed, Jan 19, 2022 at 3:06 PM
Subject: Reappointment to School Board
To: l.spruill@cityofstarkville.org <l.spruill@cityofstarkville.org>

Mayor,

My term on the Board of Trustees for the Starkville Oktibbeha Consolidated School District is coming to an end at the end of February. I am writing you to request reappointment to the Board. There are several ongoing projects within the district that I would very much like to help see through to completion. The district has tremendous momentum at the moment. I would consider it a great honor to be reappointed and continue to be a part of the phenomenal team that is working on behalf of our school children and community.

If you have any question, please don't hesitate to contact me.

Thank you for the consideration,

Sumner Davis

AGENDA ITEM DEPT.: Board Business

STARKVILLE COVERSHEET **AGENDA DATE: 02.01.2022**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Interviews and discussion to fill a vacancy for the Oktibbeha County Heritage Museum Board for a three-year appointment that will begin February 2, 2022 and February 2, 2025.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

This appointment is for an expired term that ended December 31, 2021. Two letters of interest was received and are attached.

The applicants are:
Mr. Lee Phillips
Mrs. Georgia Lindley

REQUESTING DEPARTMENT: Board Business

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to appoint an applicant to fill the vacancy for the Oktibbeha County Heritage Museum Board for a three-year appointment that will begin February 2, 2022 and end February 2, 2025.

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Vickie Hampton <v.hampton@cityofstarkville.org>

Heritage Museum

3 messages

Georgia Lindley <lindleygeorgia937@yahoo.com> Thu, Jan 13, 2022 at 4:08 PM
To: "V.Hampton@cityofstarkville.org" <V.Hampton@cityofstarkville.org>

Ms Valerie Hampton
City of Starkville,
Starkville, Ms. 39759

Ms. Hampton,

I am writing this letter to say that I am interested in serving on the Board of the Oktibbeha Heritage Museum.

I am a native of Stqrkville who grew up here.I attended Starkville Public Schools I
am a graduate of Starkville High School and Mississippi State University. (BA in social work and M.Ed in Education)
I have lived in Starkville the majority of my life. My parents built a home at 511 Greensboro which is where I lived until I graduated from MSU.
I live at 309 Greensboro which was my grandparents home and where we have lived since 1980. Both of my grandsons , daughter in law and two sisters are graduates from MSU as well. My father, Jack Bryan, served as alderman for the City of Starkville in my youth, and the George M. Bryan Airport is named for his brother, my Uncle.George Martin Bryan who was killed in WW2
I retired from Mississippi State University and siince then, I have volunteered at Oktibbeha County Hospital two days a week, am a Friend of the Starkville Public library, and am an avid supporter of the Oktibbeha County Animal Shelter.

I am very interested in history, especially historic information preserving the past of the City of Starkville.

Thanks for considering me.in regard to this appointment.

Georgia Bryan Lindley

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Vickie Hampton <v.hampton@cityofstarkville.org>

(no subject)

3 messages

Paul Lee phillips <leephillips5419@gmail.com> Tue, Jan 11, 2022 at 2:06 PM
To: "v.hampton@cityofstarkville.org" <v.hampton@cityofstarkville.org>

I would like to say that I am interested in getting on the board of directors for the Starkville Oktibbeha County Heritage Museum.

I was raised in Starkville for the first 11 years of my life. My parents divorced and my Father and I moved to Dothan, Al. We lived there for 53 years until he passed away in 2018 from dementia at the age of 90. My sister and I brought him home to ne buried in Oddfellow Cemetery. After that I moved back to Starkville to help with my Mother who is 88 and still has good health.

I have been volunteering for the past year at the museum and have really enjoyed it.
I am 67 years old and I am proud to be with a group that has the same interest as myself in this organization.

I would be deeply honored to be considered for this position on the board of directors and appreciate the opportunity to work with them.

Thank you for your consideration and I look forward to hearing from you.
Paul Lee Phillips
2501 Pin Oak Dr.
Starkville, Ms. 39759
(334) 790- 0001 cell#

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: February 1, 2022
PAGE: 1

SUBJECT: Request Approval of the Lease Agreement Renewal between the City of Starkville and Kyle Knight for use of the agricultural land inside the fenced area for one year at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: One-time payment from Kyle Knight for $4,653.50

FISCAL NOTE:. Approved by the Airport Board on January 24, 2022

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: **Airport**

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve of the Lease Agreement Renewal between the City of Starkville and Kyle Knight for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field

LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT

This Lease Agreement is entered into to take effect on the 8th day of April, 2022, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" – Figure 1 located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the leased premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2022, and shall continue through and expire on April 7, 2023, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing thirty days prior to the expiration date.

4. RENT. The rent for the subject property shall be $4,653.50 per year and shall be made in one lump sum payment on or before April 15, 2022. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Forty-One Dollars and Zero Cents ($41.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2022. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to $41.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars ($1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars ($1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to

enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for

herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
110 W. Main Street
Starkville, MS 39759

To Lessee: KYLE KNIGHT
313 Watertank Road
Bellefontaine, MS 39737

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

____
KYLE KNIGHT

LESSOR

CITY OF STARKVILLE, MS

BY:_________________________________
D. Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF __________

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **KYLE KNIGHT**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the _______ day of ________________, 2022.

____
NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:
____

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

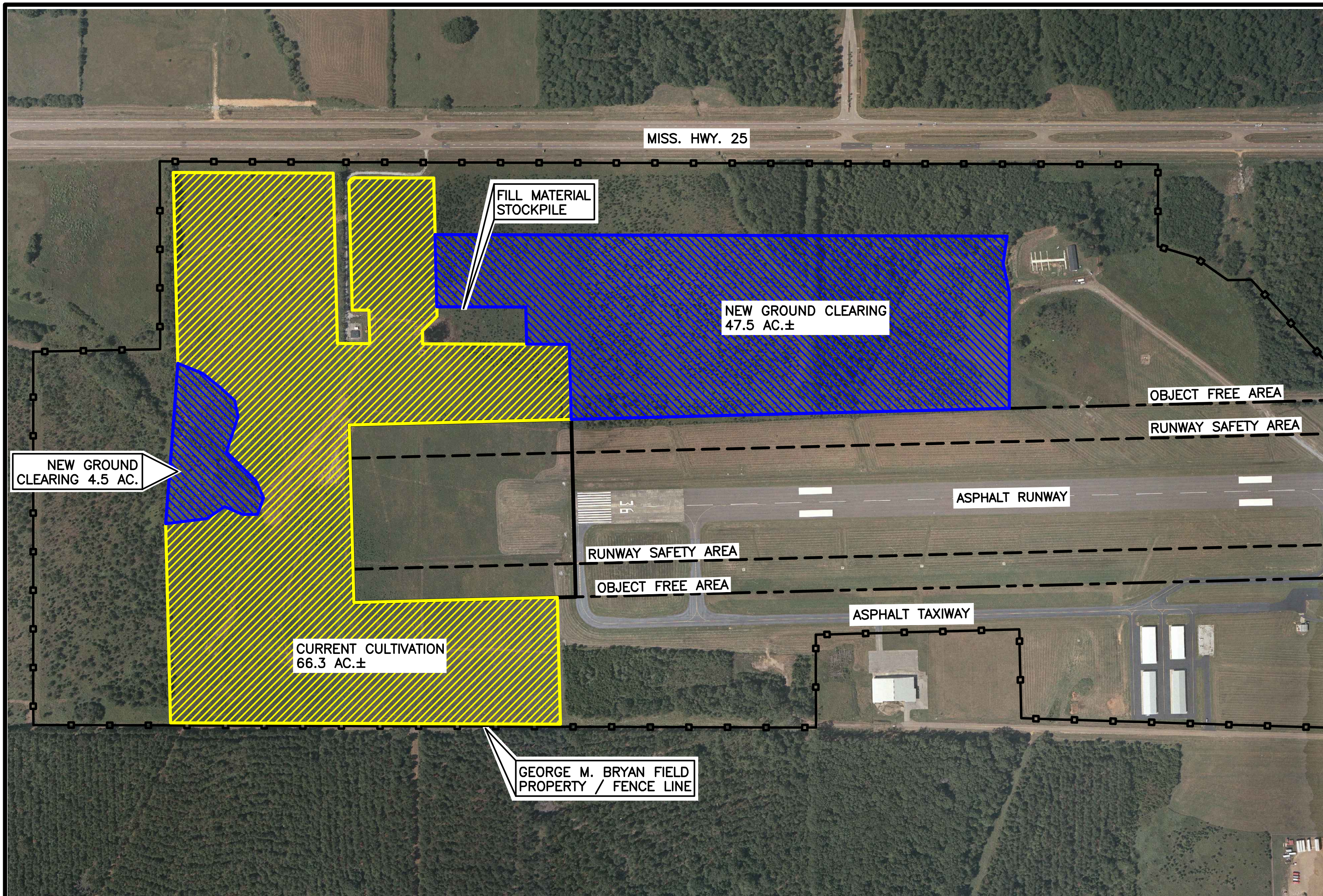
Given under my hand and seal, this the _______ day of ____________________, 2022.

____
NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:
____

FIGURE "1"



CLEARWATER CONSULTANTS, INC. *STARKVILLE, MISSISSIPPI*	GEORGE M. BRYAN FIELD STARKVILLE, MISSISIPPI	SCALE: 1" = 600'± DATE: FEBRUARY 2017	LAND AVAILABLE FOR AGRICULTURAL LEASE	FIGURE 1

To Whom It May Concern:

I, Kyle Knight, would like to renew my agricultural lease for the Starkville airport property. If you have any questions or concerns I can be reached at 662.552.2608.

Thanks,

Kyle Knight

Kyle Knight

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 1, 2022
PAGE: 1

SUBJECT: Consideration of the approval of a contract for web based services with Camino, Inc. to enhance customer access and experiences with building, planning and permitting services and to include GIS locations in the decision making process for zoning, floodplain and building requirements.

AMOUNT & SOURCE OF FUNDING: $4,999 from 120-600-300 professional services

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: Building and Planning

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Lyle MeCaskey

SUGGESTED MOTION:

Move approval of the contract with Camino, Inc. for a web based customer service access program for the building and planning division of the Community Development Department.

Camino

January 2022

Proposal for City of Starkville, MS

Permit Guide

Summary of Solution

Camino is a web-based solution that improves the customer experience for permit and licensing processes. Camino software is provided through a SaaS (software as a service) model, meaning that all functionality is accessed through the internet on a subscription basis. For this proposal Camino is excited to offer the solutions outlined below.

Camino Guide Summary:

The Camino Guide is an informational resource that serves as a virtual ‘pre-meeting’ for anybody thinking about starting a building project. After first answering a series of questions, applicants will automatically receive a customized guide containing their timeline, fees, and process for successful project completion. The Guide will also integrate with existing GIS systems to let the applicant know whether their project is allowed in the selected zone. By making every applicant an expert, the Camino Guide reduces errors, frees up valuable staff resources, and flags any potential issues at the outset to ensure a faster process.

Features:

- An online portal where residents can create an account and view current and historical projects.
- An intelligent Guide that will ask applications a series of questions about their building project and informs them where it is allowed and whether a permit or license is required.
- If a permit or license is required, the Guide will generate a customized checklist of steps for the applicant to follow, complete with detailed instructions.
- The Guide will automatically check for zoning compliance and any other geographic factors.
- The agency will be able to track all Guides that are created.
- The agency will be able to configure and manage the Guide through an entirely self-service administrative panel.

Implementation and Support Package (select one of the two options below)

[X] Self-Service Implementation

For this project the customer will be configuring their own Camino implementation with guidance from the Camino team. Camino's software is designed to put the customer in control and agency staff will have *full* access to all system configuration options including:

- Project Type Editor
- Guide Step Editor
- Rule Builder
- GIS Rule Configuration
- Rich Text and Content Editing

The self-service implementation includes:

- 5 hours of training for agency staff.
- 1 hour per week of email, zoom or phone support for the first three months of the agreement.
- 1 hour per month of support after the first three months.
- Camino assistance with GIS layer import.
- Access to Camino knowledge base.

[] Camino-led Implementation

For this project Camino will be leading and performing system configuration work during the implementation. A Camino Implementation Manager will suggest the best service package based on the project scope (for details see Appendix B – Pricing). The service package will include:

- Everything covered under the Self-Service option above.
- A fixed number of hours that can be used in year one for system configuration, staff training and process mapping.
- Additional hours in future years to add system functionality, make changes to the existing configuration and train new staff.

At the start of the implementation Camino will create a project plan with milestones. If the number of service hours exceeds the selected package the customer can upgrade their package or purchase additional hours.

Customer Service

Service Level Agreement

Camino offers a web-based platform that is accessible from all major desktop web browsers. Camino currently works on browser versions that are still supported by their parent company. As of the date of this proposal, the list of supported browsers (on Windows, OSX, or Linux) is:

- Chrome
- Firefox
- Internet Explorer / Edge
- Safari

Camino guarantees 24/7 access with 99.9% uptime. Camino will occasionally bring the service down for scheduled maintenance and updates, but never during the hours of 8am-6pm, M – F.

In the event that Camino ceases operations during the term of this agreement, Camino will (upon request) provide the customer with a full export of all customer data within 30 days of the request.

Technical Support Services

Camino will assign an Account Manager to assist with onboarding, training, and ongoing support. This representative will be the customer primary point of contact for all requests and issues.

In order to initiate a technical support ticket, the customer must email support@camino.ai, or their designated Account Manager or Implementation Manager. Requests made through other channels are not subject to this SLA.

Camino uses the following incident response levels:

- Level 1: Mission critical error that prevents users from accessing or using the system.
- Level 2: A critical feature is broken.
- Level 3: All other bugs or errors.

When an issue is reported, Camino will respond within 4 hours during the hours of 8am-9pm PST, M-F. The response will include a support ticket and estimated time to fix. Camino targets the following fix times:

- Level 1 incident: 24 hours.
- Level 2 incident: 48 hours.
- Level 3 incident: 5 days.

Training

Camino will provide one kick-off meeting at the beginning of the implementation and up to five hours of staff training. The customer can include whichever staff they choose in this training session.

Camino will run a monthly, two-hour virtual training webinar that all customers can access for free. Training content will be determined by the needs of the participants.

CAMINO INC. SOFTWARE SERVICES AGREEMENT

	Organization Contact	Billing Contact (If Different)
Customer Name:	]	
Contact Name:	[]	
Address:	[]	
Telephone:	[]	
Email:	[]	

Effective Date: [ ]

Scope of Agreement: As outlined in the above proposal.

Fees: Starting at the effective date, the customer will pay an annual fee as outlined in Appendix B for the services outlined in the Summary.

Welcome to Camino! Thanks for using our software. This Software Agreement ("Agreement") is entered between Camino, Inc., with its principal place of business at 2261 Market Street #4302 San Francisco, CA 94114 ("Camino"}, and you, the entity identified above ("Customer"}, as of the Effective Date. This Agreement includes and incorporates the Camino Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the Camino Terms and Conditions.

	Customer	**Camino**
Signature:		
Printed Name:		Nate Levine
Title:		CSO
Date:		

Appendix A

Camino Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these Camino Terms and Conditions (the "Agreement"), Camino will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by Camino and Customer ("Software Agreement").

1.2 Customer understands that Camino's performance depends on Customer timely providing Camino with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Camino's Performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. Camino shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. OWNERSHIP. Camino retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

3.1 Camino warrants that Camino is the owner of the Software Services and has the right to license it to third parties. Camino will defend, at its expense, any action brought against Customer based on a claim that the Software Services infringe upon a United States or Canadian patent, copyright, trade secret, or other proprietary right of a third party. Camino agrees to indemnify Customer and hold Customer harmless against damages and costs, including attorney's fees, finally awarded against Customer in such actions.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). Camino's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according

to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within forty-five (45) days after the date of Camino's invoice (which Camino typically sends 45 days after the Effective Date).

6. TERM & TERMINATION

6.1 Subject to compliance with all terms and conditions, the first term of this Agreement shall be from the Effective Date and shall continue for a period of thirty-six (36) months. At the termination of the initial term, the Customer will have the option to renew this agreement for subsequent twelve (12) month terms. The customer will be billed on an annual basis for each twelve (12) month term, and either party may terminate this Agreement at the end of the applicable term, without penalty, with thirty (30) days prior written notice. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice. Customer reserves the right to cancel and terminate this agreement, without cause, upon thirty (30) days written notice to Camino.

6.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

6.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

7.1 Camino represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

7.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to Camino for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Camino's use of such materials in connection with the Software Services" will not violate the rights of any third party.

7.3 CAMINO DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS".

8. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER

THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; OR (B) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. With the Customer’s approval, Camino shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Camino's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Camino). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10. INSURANCE. Camino shall maintain for the duration of this Agreement the following insurance:

10.1 Commercial General Liability including coverage for premises, products -and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

10.2 Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability: (1) Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and (2) Primary Property Damage of at least $250,000 per occurrence; or (3) Combined single limits of $1,000,000 per occurrence.

10.3 Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

<u>Appendix B</u>

Fees

Item	Includes	Cost
Building Guide	• Unlimited users • Includes unlimited building project types • Features outlined in proposal	~~$15,000~~ / year 66.6% First year discount 50% Second year discount 33.3% Third year discount **Total:** $4,999 / year one $7,500 / year two $10,000 / year three

Pricing Structure

The City of Starkville, MS's will remain fixed at $4,999 per year pending a successful implementation and go-live with the Camino software. A successful implementation and go-live will be defined as the City placing a publicly-accessible link on the City's website to give the community access to the Camino software. Upon go–live the City's annual subscription will increase per the table above.

Additionally, Camino agrees to lock-in discounted pricing of a full Permitting and Licensing solution for the duration of the 3-year contract term. Should The City of Starkville, MS choose to upgrade functionality and transition to Camino's Permitting and Licensing software, Camino agrees to a discounted rate of $15,000/year. This represents a 25% discount off the current price.

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 02.01.2022**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of accepting the low quote from Circle B Cutters LLC for landscaping for the Sportsplex parking lot project

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The Board has previously approved a contractor to complete the parking lot; however, the City did not include landscaping in the overall project so it could be completed separately.

We solicited quotes from local landscape companies and we received three quotes back:

Circle B Cutters LLC	$14,272.00
Bullman Yardworks LLC	$21,200.00
SGK Landscapeds	$22,908.49

Attached are the full quotes and a copy of the landscape plan.

SUGGESTED MOTION: Move for approval to accept the low quote from Circle B Cutters LLC for landscaping for the Sportsplex parking lot project.

Circle B Cutters, LLC
P. O. Box 1552
Starkville, MS 39760 US
+1 6626949333
bubba@circlebcutters.com
www.circlebcutterllc.com

Estimate

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

SHIP TO
Starkville SportsPlex
405 Lynn Lane
Starkville, MS. 39759

ESTIMATE # 1115
DATE 01/18/2022

P.O. NUMBER
Parking Lot Landscape

ACTIVITY	QTY	RATE	AMOUNT
Labor Labor	1	2,500.00	2,500.00
Chinese Elm Allee Chinese Elm #25-30 container	24	236.50	5,676.00
Indian Hawthorn S W Indica Snow White Indian Hawthorn #3 container	40	16.75	670.00
Muhly Grass P Muhly Grass Pink #3 container	42	15.00	630.00
Sod Tifway 419 Bermuda	520	3.55	1,846.00
Top Soil Bulk Cubic Yard	1	600.00	600.00
Pine Bark Mulch Bulk	1	395.00	395.00
Planters Mix Planters Mix Bulk	1	400.00	400.00
Fertilize Bulk	1	375.00	375.00
Herbicide Pre-Emergent	1	150.00	150.00
Guying Kit Tree Guying Kit	24	35.00	840.00
Fee Services to locate underground services to parking lot lighting	2	95.00	190.00

All Sod and plants will be watered in at time of planting due to area not irrigated.

SUBTOTAL	14,272.00
TAX	0.00

Bubba Willard

Your image is our business

Bubba Willard

TOTAL **$14,272.00**

SGK LANDSCAPES
MAINTENANCE • DESIGN • INSTALLATION

Starkville Sportsplex Landscaping Proposal

City of Starkville – Starkville Sportsplex

EST2946289 – City of Starkville – Starkville Sportsplex New Landscape Constrution

Est ID: EST2946289
Date: 25-Jan-2022

Email:
Phone:

Bed, Plant and Sod Installation - $22,908.49

- Includes labor, materials and equipment to install landscape as shown on sheet L1.00 dated 3/2021.
- Mulching to be pine bark mulch.
- Does not include irrigation.
- Tree Staking to be per detail 1 on page L1.01 dated 3/2021.
- Excludes supply and placement of topsoil.
- Excludes sodding of areas outside of areas noted on page L1.00 dated 3-2021.
- Sod to be Tifway 419 Bermuda.
- Construction debris to remain on site.
- Tax is not included in this pricing.

Estimate Total: $22,908.49

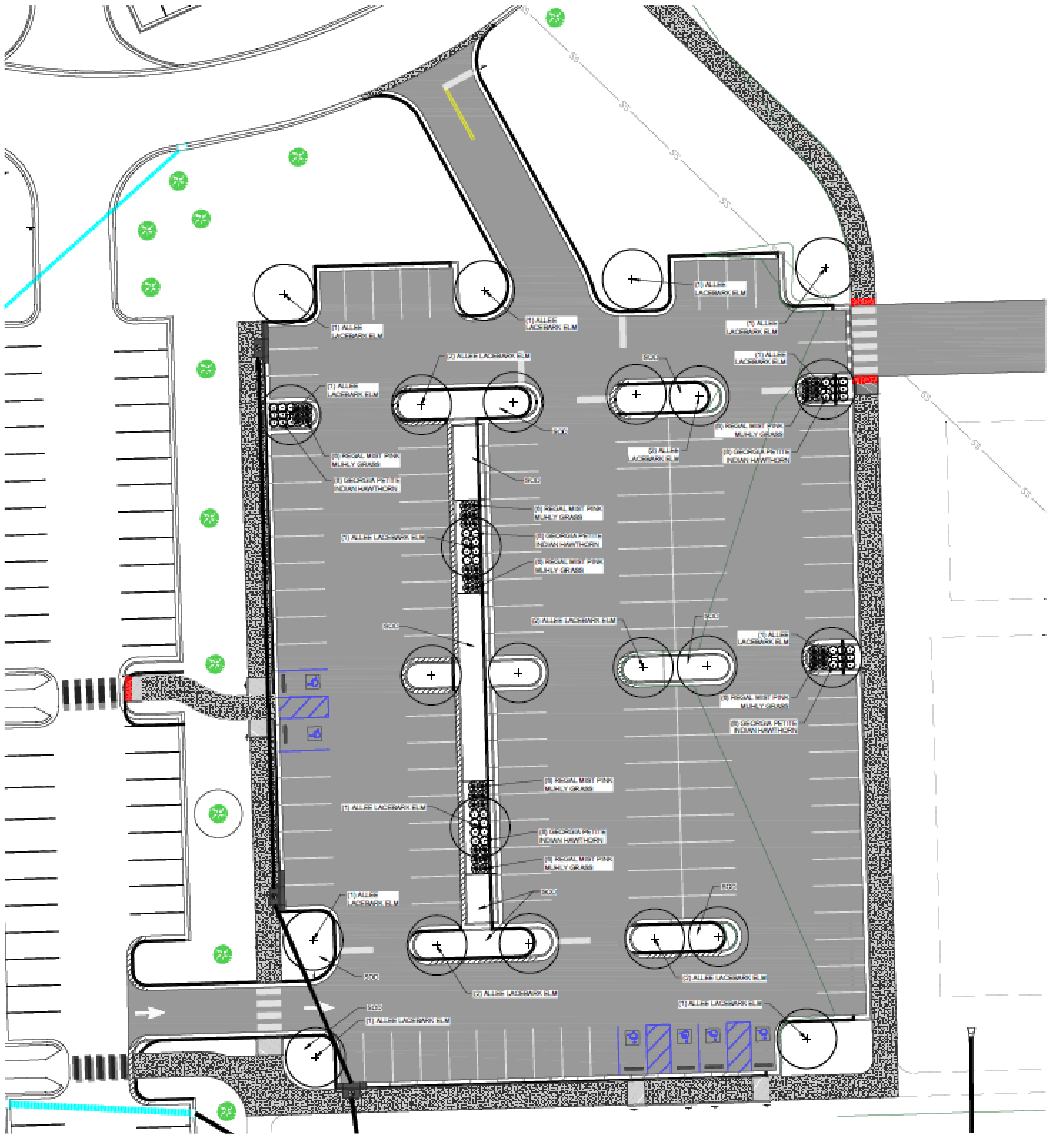

BULLMAN YARDWORKS, LLC
1106 P.D. Fulgham - Starkville, MS 39759
662-418-5720

SPORTSPLEX LANDSCAPING Quote

Qty.	Date	Description	Amt.
	1/25/22		
24		2inch Allee Elm installed & staked	12000.00
92		3gallon Pink Muhly installed	2100.00
90		3gallon indian Hawthorn installed	2000.00
4680 sqft		Bermuda sod installed	2100.00
		Soil Amendment and mulch installed	3000.00

Tax

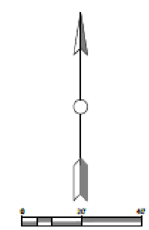
Quote Total 21,200.00



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	UNIT	COMMENTS		REMARKS
24	Ulmus parvifolia 'Allee'	Allee Lacebark Elm	2" Cal.	B&B	EA	Single trunk, 6' clear trunk HT		
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	UNIT	COMMENTS		REMARKS
42	Muhlenbergia capillaris 'Lenca' TM	Regal Mist Pink Muhly Grass	3 gal.	Pot	EA			
40	Rhaphiolepis x delacourii 'Georgia Petite'	Georgia Petite Indian Hawthorn	3 gal.	Pot	EA			
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	UNIT	COMMENTS			REMARKS
4,027 sf	Cynodon dactylon '419 Hybrid'	Bermuda Grass	sod	Fill Area	Weed-free and actively growing			ALTERNATE 2
54,487 sf	Cynodon dactylon '419 Hybrid'	Bermuda Grass	sod	Fill Area	Weed-free and actively growing			BASE BID
3,226 sf	Cynodon dactylon '419 Hybrid'	Bermuda Grass	sod	Fill Area	Weed-free and actively growing			ALTERNATE 1

NOTE: SEE SHEET L1.01
FOR SOD LIMITS.



NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 02.01.2022**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of approval to purchase various lengths and sizes of N-12 HP drainage pipe from Source of Supply vendors, G&O Supply or Consolidated pipe (both had identical bids), depending on availability, in an amount not to exceed $100,000 for the Sportsplex drainage replacement project.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The Engineering Department thinks it may be prudent to go ahead and purchase the drainage pipe needed for the Sportsplex Drainage replacement project due to supply chain and potential long delivery time issues.

The types of pipe needed for this project were included in the recent Source of Supply bids. Two vendors provided bids on the pipe and the bids were identical for each size pipe.

It is recommended to purchase the pipe at an amount up to $100,000 from either vendor, depending on availability and delivery time.

The drainage project construction is out for bid now and we will be receiving bids on 2/23/22

The source of supply bid section is provided below:

Section 28-A: Corrgated polypropylene pipe culverts (N-12 HP)	G & O Supply	Consolidated Pipe & Supply
12" LF	10.26	10.26
15" LF	14.29	14.29
18" LF	18.96	18.96
21" LF	N/A	N/A
24" LF	31.76	31.76
27" LF	N/A	N/A
30" LF	45.51	45.51
36" LF	57.07	57.07
42" LF	73.49	73.49
48" LF	92.63	92.63
54" LF	N/A	N/A
60" LF	159.50	159.50

SUGGESTED MOTION: Move for approval to purchase various lengths and sizes of N-12 HP drainage pipe from Source of Supply vendors, G&O Supply or Consolidated pipe (both had identical bids), depending on availability, in an amount not to exceed $100,000 for the Sportsplex drainage replacement project.

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 02.01.2022
PAGE: 1

SUBJECT: Consideration of approval to purchase bridge components- bolts, bearing pads, guardrail and parapet posts from Forterra, being a sole source due to compatibility with the recycled bridge slabsff in the amount of $10,674.00.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The bridge being installed at the Sportsplex was removed from Old West point road and is being recycled. In order to construct the bridge, some bridge components need to be purchased to construct it back together.
Forterra has provided a quote and since they are the original manufacturer of the bridge, this will be a sole source quote.
A copy of their quote is below:

FORTERRA

Date	1-26-22	**Bid Date**	NA
Project	City of Starkville Bridge Rehab	**Engineer**	City of Starkville

We are pleased to quote the following on the above project. Prices are committed on this project only and are subject to change after 30 days from bid date.

3@19 right skew. New hardware, guardrail, guardrail posts, and pads

Quantity	Description	Unit Price	Total
114 LF	Beam Type Guard Rail with Concrete Posts	$56.00	$6,384.00
1	All Hardware to bolt bridge together	$1,820.00	$1,820.00
1	All Bearing Pads & Ethafoam	$2,470.00	$2,470.00
		Bridge Total	**$10,674.00**

Subject to State, County & Local Taxes.	Ky Lowery 601-695-4736
F.O.B.: Jobsite. Above prices based on truckload quantities.	Ky.lowery@forterrabp.com
Terms: Net 30 days with approved credit	

SUGGESTED MOTION: Move for approval to purchase bridge components- bolts, bearing pads, guardrail and parapet posts from Forterra, being a sole source due to compatibility with the recycled bridge slabsff in the amount of $10,674.00.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Finance
AGENDA DATE 02/01/2022
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 February 01, 2022 is $1,389,765.70
Of which the claims amount for Starkville Utilities is $241,074.18

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.

Expense Approval Report
By Fund

City of Starkville, MS

Post Dates 1/24/2022 - 1/26/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CADENCE /ELAN VISA	54899513	12/31/2021	INDEED DEC 2021	001-000-053-206	195.52
CADENCE /ELAN VISA	54899513	12/31/2021	INDEED DEC 2021	001-000-054-205	195.53
KRONOS	11862182	01/06/2022	PAYROLL 1291176110	001-000-054-205	957.75
CADENCE /ELAN VISA	55279194	01/10/2022	INDEED FOR JANUARY	001-000-053-206	250.36
CADENCE /ELAN VISA	55279194	01/10/2022	INDEED FOR JANUARY	001-000-054-205	250.36
CADENCE /ELAN VISA	55505595	01/19/2022	INDEED JANUARY 2022	001-000-053-206	250.02
CADENCE /ELAN VISA	55505595	01/19/2022	INDEED JANUARY 2022	001-000-054-205	250.02
PHILADELPHIA INSURANCE COMPANIES	INV0034431	01/20/2022	LATE FEE #84292866	001-000-160-694	25.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	431076	01/21/2022	PROFESSIONAL SERVICES 12.31.21	001-000-054-205	1,640.00
WALMART- CAPITAL ONE	INV0034416	01/21/2022	MEAL FOR MANDATORY DEPT MEETING	001-000-160-697	133.17
				Outstanding Total:	**4,147.73**
				Department 000 - UNDESIGNATED Total:	**4,147.73**
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-100-604-330	79.01
				Outstanding Total:	**79.01**
				Department 100 - BOARD OF ALDERMEN Total:	**79.01**
Department: 110 - MUNICIPAL COURT					
Outstanding					
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-110-604-330	39.50
CANON FINANCIAL SERVICES, INC	27943946	01/12/2022	CONTRACT/USAGE	001-110-604-330	120.56
CANON FINANCIAL SERVICES, INC	27943952	01/12/2022	CONTRACT/USAGE	001-110-604-330	109.05
ALEXIS ROBINSON	INV0034384	01/21/2022	COURT CLERK WORK	001-110-600-301	581.25
JEREMY FORTNEY	INV0034417	01/24/2022	COURT OBLIGATIONS	001-110-600-301	129.92
STEGALL NOTARY SERVICE	INV0034432	01/25/2022	NOTARY FOR VANYETTA B HOLMES	001-110-600-301	158.00
				Outstanding Total:	**1,138.28**
				Department 110 - MUNICIPAL COURT Total:	**1,138.28**
Department: 120 - MAYORS OFFICE					
Outstanding					
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-120-604-330	39.50
CANON SOLUTIONS AMERICA	4038466502	01/01/2022	MAINTENANCE	001-120-604-330	9.84
CANON FINANCIAL SERVICES, INC	27943951	01/12/2022	CONTRACT/USAGE	001-120-604-330	87.91
CADENCE /ELAN VISA	INV0034434	01/18/2022	CITY OF STARKVILLE LAPEL PI	001-120-503-202	305.15
PETTY CASH VOUCHERS	INV0034428	01/24/2022	DRINKS	001-120-503-202	41.37
				Outstanding Total:	**483.77**
				Department 120 - MAYORS OFFICE Total:	**483.77**
Department: 123 - IT					
Outstanding					
NEXTSTEP INNOVATION	ITDELLWAR21	10/20/2021	DELL NETEORK GEAR WARRANTY	001-123-918-805	8,195.00
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-123-604-330	434.54
GOVERNMENT LEASING, LLC	GLC23851-24/60	01/05/2022	5 CAMERAS & SENSORS 12.5.21-1.4.22	001-123-918-806	667.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	27943941	01/12/2022	CONTRACT/USAGE	001-123-604-330	103.76
GARNER COMPUTER SERVICE	1046509	01/20/2022	CISCO 3850 SWITCH REFURB	001-123-918-805	4,500.00
GARNER COMPUTER SERVICE	1046510	01/20/2022	CISCO 3850 SWITCH REFURB	001-123-918-805	4,500.00
				Outstanding Total:	**18,400.30**
				Department 123 - IT Total:	**18,400.30**
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
LISA LEMASTERS	INV0034382	01/18/2022	CONTRACT HOURS	001-142-600-338	363.00
				Outstanding Total:	**363.00**
				Department 142 - CITY CLERKS OFFICE Total:	**363.00**
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-145-604-330	39.50
CANON FINANCIAL SERVICES, INC	27943940	01/12/2022	CONTRACT/USAGE	001-145-604-330	492.39
CANON FINANCIAL SERVICES, INC	27943946	01/12/2022	CONTRACT/USAGE	001-145-604-330	120.55
AMAZON CAPITAL SERVICES, INC.	114-9943464-3549050	01/24/2022	OFFICE SUPPLIES	001-145-501-200	81.73
				Outstanding Total:	**734.17**
				Department 145 - OTHER ADMINISTRATIVE Total:	**734.17**
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1200501	01/11/2022	BOND REWRITE ALEXIS ROBINSON	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1200605	01/13/2022	JOANNA MCLAURIN RENEWA	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1201875	01/20/2022	WESTERN SURETY BOND	001-159-620-371	175.00
				Outstanding Total:	**525.00**
				Department 159 - BONDING-CITY EMPLOYEES Total:	**525.00**
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300225339	11/21/2021	VA 21-11 THE PRESERVE	001-169-615-342	45.96
CHARLES BRUCE BROWN, ATTORNEY	INV0034407	01/14/2022	TOLMACOLON KEMP	001-169-600-309	200.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	431076	01/21/2022	PROFESSIONAL SERVICES 12.31.21	001-169-600-302	7,892.76
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	431077	01/21/2022	PROFESSIONAL SERVICES 12.31.21	001-169-600-312	3,868.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	431077	01/21/2022	PROFESSIONAL SERVICES 12.31.21	001-169-600-312	64.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	431077	01/21/2022	PROFESSIONAL SERVICES 12.31.21	001-169-600-312	818.21
				Outstanding Total:	**12,888.93**
				Department 169 - LEGAL Total:	**12,888.93**
Department: 180 - HUMAN RESOURCES					
Outstanding					
FEDEX	7-613-82994	12/29/2021	UKG PAYROLL	001-180-691-505	48.56
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-180-604-330	39.50
FEDEX	9-617-07023	01/05/2022	LATE FEE	001-180-691-505	2.94
KRONOS	11862182	01/06/2022	PAYROLL 1291176110	001-180-691-505	2,873.25
CANON FINANCIAL SERVICES, INC	27943941	01/12/2022	CONTRACT/USAGE	001-180-604-330	103.76
				Outstanding Total:	**3,068.01**
				Department 180 - HUMAN RESOURCES Total:	**3,068.01**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 190 - CITY PLANNER					
Outstanding					
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-190-604-330	256.77
CANON FINANCIAL SERVICES, INC	27943951	01/12/2022	CONTRACT/USAGE	001-190-604-330	87.91
AMAZON CAPITAL SERVICES, INC.	112-7182395-5515412	01/14/2022	NAME PLATES STEIN,MOLLY,ODIE	001-190-501-200	74.94
CADENCE /ELAN VISA	1B2CH-Z6A75-5D4	01/14/2022	BUSINESS CARDS ODIE AND MOLLY	001-190-501-200	39.05
GOLDEN TRIANGLE PLANNING & DEV. INC	INV0034430	01/25/2022	E-911 ACCOUNT 1027012022	001-190-600-300	587.72
				Outstanding Total:	**1,046.39**
				Department 190 - CITY PLANNER Total:	**1,046.39**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
PETTY CASH VOUCHERS	INV0034408	01/13/2022	CAR WASH	001-192-510-204	15.00
CINTAS	4108036577	01/18/2022	SUPPLIES	001-192-510-220	14.71
CINTAS	4108036601	01/18/2022	SUPPLIES	001-192-510-220	11.97
ATMOS ENERGY	INV0034426	01/21/2022	MONTHLY CHARGES	001-192-625-380	598.26
CINTAS	4108589076	01/25/2022	SUPPLIES	001-192-510-220	11.97
CINTAS	4108589175	01/25/2022	SUPPLIES	001-192-510-220	67.84
				Outstanding Total:	**719.75**
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	**719.75**
Department: 197 - ENGINEERING					
Outstanding					
CANON FINANCIAL SERVICES, INC	27943951	01/12/2022	CONTRACT/USAGE	001-197-604-330	87.91
				Outstanding Total:	**87.91**
				Department 197 - ENGINEERING Total:	**87.91**
Department: 201 - POLICE DEPARTMENT					
Outstanding					
LEADS ONLINE, LLC	319469 1	06/08/2021	SERVICE PACKAGE PMT 2 OF 2	001-201-556-251	972.00
COMSOUTH	199632	11/23/2021	REPAIRS & MAINTENANCE	001-201-630-360	142.50
COMSOUTH	199495	12/07/2021	REPAIRS & MAINTENANCE	001-201-630-360	582.00
COVERT TRACK GROUP, INC	27677	12/09/2021	PHONE SURVEILLANCE ANNUAL RENEWAL	001-201-604-330	600.00
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-201-604-330	217.27
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-201-690-450	158.01
AT&T-NCIC MONITOR LINE	3134408650	01/01/2022	1.1.22-1.31.22 8003-080-458	001-201-604-330	215.73
AT&T VPN SERVICE	6798676608	01/01/2022	831-001-1095-769	001-201-604-330	205.61
WATERMARK PRINTERS LLC	14559	01/04/2022	BUSINESS CARDS SAM GILLEN	001-201-501-200	39.00
NEWELL PAPER COMPANY	3141203	01/06/2022	JANITORIAL SUPPLIES	001-201-555-208	139.84
R&M TIRES	1136177	01/07/2022	REPAIRS & MAINTENANCE VIN#6795 07 CROWN VIC	001-201-630-360	221.98
TRI-STARR MUFFLER & BRAKE	403957	01/07/2022	REPAIRS & MAINTENANCE	001-201-630-360	460.82
PETE'S TRANSMISSION SHOP	8150	01/07/2022	REPAIRS & MAINTENANCE 2000 CROWN VIC VIN#7324	001-201-630-360	1,200.00
JUSTIN JARVIS	INV0034385	01/09/2022	REIMBURSEMENT TRAINING/EDUCATION/TRAVE	001-201-690-552	599.07
GARRETT MITTAN	INV0034386	01/09/2022	REIMBURSEMENT TRAINING/EDUCATION/TRAVE	001-201-690-552	139.98
JUSTIN JARVIS	INV0034387	01/09/2022	REIMBURSEMENT MEALS	001-201-690-552	246.86
DYLAN PEDEN	INV0034388	01/09/2022	REIMBURSEMENT MEALS FOR TRAINING	001-201-690-552	191.81
CADENCE /ELAN VISA	INV0034389	01/09/2022	MITTAN & PEDEN CLASS/ ROOM CHARGES	001-201-690-552	425.25
DONTE' THOMAS	INV0034413	01/09/2022	REIMBURSEMENT ROOM CHARGES	001-201-690-552	546.41
DONTE' THOMAS	INV0034433	01/09/2022	REIMBURSEMENT MEALS BILOXI TRAINING	001-201-690-552	212.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	INV0034425	01/10/2022	1.10.22-1.16.22	001-201-525-231	3,353.62
R&M TIRES	1136242	01/11/2022	REPAIRS & MAINTENANCE VIN #2572 FORD F150	001-201-630-360	50.00
WATERMARK PRINTERS LLC	14555	01/11/2022	SUPPLIES BUSINESS CARDS M EGUIRES & 500 ECRASH	001-201-501-200	98.00
COMSOUTH	199892	01/11/2022	REPAIRS & MAINTENANCE	001-201-630-360	332.50
A+ AUTO REPAIR	022775	01/12/2022	SHOP REPAIRS & MAINTENANCE	001-201-630-360	240.00
R&M TIRES	1136256	01/12/2022	REPAIRS & MAINTENANCE	001-201-630-360	1,027.18
R&M TIRES	1136277	01/12/2022	REPAIRS & MAINTENANCE	001-201-630-360	746.97
AMAZON CAPITAL SERVICES, INC.	1XQ3-X9CC-R4PR	01/12/2022	OFFICE SUPPLIES	001-201-501-200	166.56
CANON FINANCIAL SERVICES, INC	27943944	01/12/2022	CONTRACT/USAGE	001-201-635-369	702.34
CANON FINANCIAL SERVICES, INC	27943945	01/12/2022	CONTRACT/USAGE	001-201-635-369	55.89
CANON FINANCIAL SERVICES, INC	27943947	01/12/2022	CONTRACT/USAGE	001-201-635-369	245.99
SHEPS CLEANERS-POLICE ACCOUNT	43286	01/12/2022	UNIFORM PATCHES	001-201-600-300	12.00
SHEPS CLEANERS-POLICE ACCOUNT	46281	01/12/2022	UNIFORM PATCHES	001-201-600-300	24.00
SHEPS CLEANERS-POLICE ACCOUNT	46319	01/12/2022	UNIFORM PATCHES	001-201-600-300	12.00
SHEPS CLEANERS-POLICE ACCOUNT	46337	01/12/2022	UNIFORM PATCHES	001-201-600-300	12.00
SHEPS CLEANERS-POLICE ACCOUNT	47056	01/12/2022	UNIFORM PATCHES	001-201-600-300	12.00
SHEPS CLEANERS-POLICE ACCOUNT	47648	01/12/2022	UNIFORM PATCHES	001-201-600-300	68.00
SHEPS CLEANERS-POLICE ACCOUNT	47910	01/12/2022	UNIFORM PATCHES	001-201-600-300	54.00
SHEPS CLEANERS-POLICE ACCOUNT	47959	01/12/2022	UNIFORM PATCHES	001-201-600-300	18.00
SHEPS CLEANERS-POLICE ACCOUNT	47989	01/12/2022	UNIFORM PATCHES	001-201-600-300	44.00
SHEPS CLEANERS-POLICE ACCOUNT	48090	01/12/2022	UNIFORM PATCHES	001-201-600-300	16.00
SHEPS CLEANERS-POLICE ACCOUNT	48566	01/12/2022	UNIFORM PATCHES	001-201-600-300	78.00
SHEPS CLEANERS-POLICE ACCOUNT	48641	01/12/2022	UNIFORM PATCHES	001-201-600-300	18.00
SHEPS CLEANERS-POLICE ACCOUNT	48747	01/12/2022	UNIFORM PATCHES	001-201-600-300	24.00
NMLETC- N MS LAW ENFORCEMENT TRAINING CENTER	681	01/12/2022	TRAINING CHILDS,LOWE,MCTAGGART,TATE	001-201-690-552	14,400.00
SULLIVAN'S OFFICE SUPPLY, INC.	70084	01/12/2022	SUPPLIES	001-201-501-200	34.14
DPS CRIME LAB	90113392	01/12/2022	ANALYTICAL FEES NARCOTICS	001-201-600-300	60.00
FBINAA - FBI NATIONAL ACADEMY	INV0034398	01/12/2022	MEMBERSHIP DUES MS & NATIONAL #51837 M BALLAR	001-201-690-555	115.00
R&M TIRES	1136269	01/13/2022	REPAIRS & MAINTENANCE	001-201-630-360	20.00
A+ AUTO REPAIR	022803	01/14/2022	REPAIRS & MAINTENANCE	001-201-630-360	110.53
AMAZON CAPITAL SERVICES, INC.	1RXJ-11WM-PNNC	01/14/2022	OFFICCE SUPPLIES	001-201-501-200	267.94
GTPDD PHARMACY	INV0034399	01/14/2022	MEDICINE CITY PRISONER TERRANCE ROGERS	001-201-541-240	29.00
AT&T-NCIC MONITOR LINE	INV0034427	01/14/2022	NCIC MONITORING	001-201-604-330	40.85
SAMANTHA GILLEN	INV0034414	01/17/2022	REIMBURSEMENT FOR MEALS FOR TRAINING	001-201-690-552	145.81
FUELMAN / FLEETCOR	INV0034424	01/17/2022	1.17.22-1.23.22	001-201-525-231	3,407.39
CADENCE /ELAN VISA	INV0034437	01/17/2022	S GILLEN ROOM OXFORD TRAINING	001-201-690-552	396.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ARMY NAVY PAWN SHOP	011122B	01/18/2022	UNIFORMS 6 DUTY HOLSTERS	001-201-535-233	900.00
PARKER CDJR*	127339	01/18/2022	REPAIRS & MAINTENANCE	001-201-630-360	66.91
TWISTED GRAPHIX, LLC	1314	01/18/2022	REPAIRS & MAINTENANCE	001-201-630-360	123.50
CADENCE /ELAN VISA	INV0034400	01/18/2022	SUPPLIES GOOGLE DRIVE AUTO RENEWING	001-201-501-200	99.99
CADENCE /ELAN VISA	INV0034401	01/18/2022	TRAINING P MADEEN HERNANDO	001-201-690-552	350.00
VIRTUAL ACADEMY, INC.	VA7559	01/18/2022	TRAINING	001-201-690-552	2,975.00
BRISLIN, INC	220003	01/19/2022	MAINTENANCE POLICE DEPT	001-201-630-426	2,420.00
INTERNAT'L ASSN CHIEFS OF POLICE	0215279	01/20/2022	MEMBERSHIP DUES 1/1-12/31/22 MARK BALLARD	001-201-690-555	190.00
JOHN E. REID & ASSOCIATES INC.	3141203	01/20/2022	TRAINING	001-201-690-552	600.00
COPY COW	33067	01/20/2022	SUPPLIES	001-201-630-360	16.00
PADDOCK AUTO SALES, LLC	7310	01/20/2022	TOWING 2013 FORD ESCAPE	001-201-600-300	250.00
ATMOS ENERGY	INV0034426	01/21/2022	MONTHLY CHARGES	001-201-625-380	84.72
AMAZON CAPITAL SERVICES, INC.	1WY3-DLR9-911V	01/23/2022	SUPPLIES	001-201-556-251	99.75
CADENCE /ELAN VISA	INV0034436	01/24/2022	INSTA CARDS	001-201-556-251	250.00
R&M TIRES	CM0000509	01/25/2022	CREDIT FROM INV1136093	001-201-630-360	-415.12
ZETX, INC.	21-1030	01/26/2022	TRAINING BILOXI THOAMS & JARVIS	001-201-690-552	1,600.00
				Outstanding Total:	**43,564.60**
				Department 201 - POLICE DEPARTMENT Total:	**43,564.60**

Department: 261 - FIRE DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-261-604-330	316.03
NICHOLAS A SHUMAKER	INV0034415	01/03/2022	REIMBURSEMENT EMS CERTIFICATION	001-261-600-390	40.00
CAMERON LOCKRIDGE	INV0034418	01/03/2022	TRAVEL TO FIRE ACADEMY	001-261-600-390	38.98
GREG COCHRAN	INV0034440	01/03/2022	REIMBURSEMET EMS CERTIFICATION	001-261-600-390	40.00
COLEMAN NORMAN	INV0034406	01/04/2022	REIMBURSEMENT EMS CERTIFICATION	001-261-600-390	40.00
CAMERON LOCKRIDGE	INV0034419	01/09/2022	TRAVEL & MEALS	001-261-600-390	122.24
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17042846	01/10/2022	FIREFIGHTING HOODS	001-261-918-805	400.00
QUILL CORPORATION	22192263	01/10/2022	JANITORIAL SUPPLIES	001-261-555-208	345.35
FUELMAN / FLEETCOR	INV0034425	01/10/2022	1.10.22-1.16.22	001-261-525-231	704.26
DIRECTV	010315788X220111	01/11/2022	SATELITE ST #5	001-261-625-380	166.37
SAVANNA SANCHEZ	INV0034403	01/11/2022	REIMBURSEMENT EMS CERTIFICATION	001-261-600-390	40.00
CANON FINANCIAL SERVICES, INC	27943943	01/12/2022	RENTAL AND USAGE	001-261-604-330	237.30
CHARLES YARBROUGH	INV0034393	01/12/2022	MEALS SEAFC	001-261-610-350	103.08
LOWE'S-FIRE	INV0034404	01/12/2022	SUPPLIES	001-261-555-250	85.99
TAURUS YOUNG	INV0034405	01/12/2022	REIMBURSEMENT EMS CERTIFICATION	001-261-600-390	40.00
GATEWAY TIRE & SERVICE CENTER	1018-155658	01/13/2022	TIRES FOR TRAILER TIRES FOR '11 CROWN VIC FD3	001-261-630-360	1,071.84
WALMART- CAPITAL ONE	INV0034395	01/14/2022	LINEN FOR NEW FIRE FIGHTE	001-261-555-250	45.86
LOWE'S-FIRE	INV0034402	01/14/2022	SUPPLIES	001-261-555-250	102.42
UPS	0000054E5Y032	01/15/2022	SHIP PACKAGE	001-261-604-330	31.28
EDWIN SUGGS	INV0034394	01/16/2022	REIMBURSEMENT EMS CERTIFICATION	001-261-600-390	40.00
5 ALARM FRONTS & LEATHER WORKS	4797	01/17/2022	LEATHER SUSPENDERS	001-261-918-805	526.00
CAMERON LOCKRIDGE	INV0034420	01/17/2022	TRAVEL & MEALS	001-261-600-390	95.60
FUELMAN / FLEETCOR	INV0034424	01/17/2022	1.17.22-1.23.22	001-261-525-231	991.84
WALMART- CAPITAL ONE	INV0034392	01/19/2022	BATTERIES	001-261-555-250	17.98
WALMART- CAPITAL ONE	INV0034421	01/20/2022	LINEN	001-261-555-250	162.52

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1MMV-QWMP-F1JM	01/21/2022	SUPPLIES	001-261-555-208	63.89
STARKVILLE UTILITIES	INV0034423	01/21/2022	12.3.21-1.4.22	001-261-625-380	559.22
ATMOS ENERGY	INV0034426	01/21/2022	MONTHLY CHARGES	001-261-625-380	212.80
O'REILLY AUTO PARTS	0997-234743	01/24/2022	TOGGLE SWITCH	001-261-630-360	7.99
				Outstanding Total:	**6,648.84**
				Department 261 - FIRE DEPARTMENT Total:	**6,648.84**
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
TRUSTMARK NATIONAL BANK	INV0034410	01/07/2022	F250 & TACOMA PMTS	001-281-820-874	451.37
FUELMAN / FLEETCOR	INV0034425	01/10/2022	1.10.22-1.16.22	001-281-525-231	28.78
CANON FINANCIAL SERVICES, INC	27943951	01/12/2022	CONTRACT/USAGE	001-281-604-330	87.91
CADENCE /ELAN VISA	1B2CH-Z6A75-5D4	01/14/2022	BUSINESS CARDS ODIE AND MOLLY	001-281-501-200	39.05
AMAZON CAPITAL SERVICES, INC.	112-9685857-2643449	01/18/2022	OFFICE SUPPLIES	001-281-501-200	56.80
				Outstanding Total:	**663.91**
				Department 281 - BUILDING/CODES OFFICE Total:	**663.91**
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034422	01/21/2022	MONTHLY CHARGES	001-290-625-380	118.00
STARKVILLE UTILITIES	INV0034423	01/21/2022	12.3.21-1.4.22	001-290-625-380	99.25
				Outstanding Total:	**217.25**
				Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**217.25**
Department: 301 - STREET DEPARTMENT					
Outstanding					
APAC-MISSISSIPPI, INC	4000110783	09/04/2021	ASPHALT	001-301-560-270	437.58
APAC-MISSISSIPPI, INC	4000113478	11/11/2021	ASPHALT	001-301-560-270	449.82
NEWELL PAPER COMPANY	3139412	11/12/2021	INK SUPPLIES	001-301-555-250	283.41
NEWELL PAPER COMPANY	3140353	11/29/2021	INK SUPPLIES	001-301-555-250	173.44
APAC-MISSISSIPPI, INC	4000114284	12/01/2021	ASPHALT	001-301-560-270	755.06
APAC-MISSISSIPPI, INC	4000114375	12/02/2021	ASPHALT	001-301-560-270	456.71
APAC-MISSISSIPPI, INC	4000114486	12/04/2021	ASPHALT	001-301-560-270	869.81
EAST MISSISSIPPI LUMBER CO	D89549	12/10/2021	TOOLS	001-301-555-250	110.98
EAST MISSISSIPPI LUMBER CO	D90491	12/10/2021	SUPPLIES	001-301-555-250	75.02
APAC-MISSISSIPPI, INC	4000114727	12/11/2021	ASPHALT	001-301-560-270	1,242.37
APAC-MISSISSIPPI, INC	4000115027	12/17/2021	ASPHALT	001-301-560-270	451.35
APAC-MISSISSIPPI, INC	4000115132	12/18/2021	ASPHALT	001-301-560-270	455.94
EAST MISSISSIPPI LUMBER CO	A98336	12/29/2021	SUPPLIES	001-301-555-250	62.59
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-301-604-330	276.55
TRUSTMARK NATIONAL BANK	INV0034410	01/07/2022	F250 & TACOMA PMTS	001-301-820-874	451.38
MMC MATERIALS, INC.	743435	01/10/2022	CONCRETE	001-301-560-270	260.00
FUELMAN / FLEETCOR	INV0034425	01/10/2022	1.10.22-1.16.22	001-301-525-231	1,019.40
FASTENAL COMPANY	MSSTA99796	01/11/2022	SAFETY RAIN SUITS	001-301-555-250	1,238.09
THOMPSON MACHINERY*	PC110307867	01/11/2022	REPAIR STREET EQUIPMENT	001-301-630-400	624.96
BELL BUILDING SUPPLY, INC.	337895	01/13/2022	SUPPLIES	001-301-555-250	49.95
IVY AUTO PARTS, LLC.	678808	01/13/2022	REPAIR STREET VEHICLES	001-301-630-360	295.98
THOMPSON MACHINERY*	PC110307980	01/13/2022	REPAIR STREET EQUIPMENT	001-301-630-400	175.62
WILLIAMS EQUIPMENT AND SUPPLY CO	S-3920898	01/13/2022	FLEXAMAT	001-301-560-270	1,305.00
CROSSWAY TRUCKING LLC	011422D	01/14/2022	RIP RAP & CRUSH AND RUN	001-301-560-270	2,460.35
WATERMARK PRINTERS LLC	14432	01/14/2022	15 PURCHASE ORDER BOOKS	001-301-555-250	387.00
NEWELL PAPER COMPANY	3139642	01/14/2022	SUPPLIES	001-301-555-250	281.47
NEWELL PAPER COMPANY	3139654	01/14/2022	SUPPLIES	001-301-555-250	52.54
APAC-MISSISSIPPI, INC	4000112923	01/14/2022	ASPHALT	001-301-560-270	459.77
APAC-MISSISSIPPI, INC	4000113804	01/14/2022	ASPHALT	001-301-560-270	445.23
APAC-MISSISSIPPI, INC	4000113810	01/14/2022	ASPHALT	001-301-560-270	877.46

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
IVY AUTO PARTS, LLC.	678895	01/14/2022	REPAIR STREET VEHICLES	001-301-630-360	195.95
THOMPSON MACHINERY COMMERCE CORP (RENTALS)	Q03605012	01/14/2022	DOZER RENTAL	001-301-560-270	3,066.36
THOMPSON MACHINERY COMMERCE CORP (RENTALS)	Q03605013	01/14/2022	DOZER RENTAL	001-301-560-270	3,066.36
MSU FACILITIES MANAGEMENT- TRAFFIC LIGH	INV0034411	01/15/2022	UTILITY CHARGE PHYSICAL PLANT	001-301-625-380	1.93
FUELMAN / FLEETCOR	INV0034424	01/17/2022	1.17.22-1.23.22	001-301-525-231	941.65
CINTAS	4108036662	01/18/2022	SUPPLIES	001-301-555-250	35.00
STARKVILLE AUTO PARTS	5151-149784	01/18/2022	REPAIR STREET EQUIPMENT	001-301-630-400	172.91
SAFETY-KLEEN SYSTEMS, INC.	INV0034429	01/18/2022	WASH PARTS	001-301-630-400	219.00
STARKVILLE AUTO PARTS	5151-149817	01/19/2022	REPAIR STREET EQUIPMENT	001-301-630-400	99.44
EAST MISSISSIPPI LUMBER CO	A99321	01/19/2022	SUPPLIES	001-301-555-250	129.18
APAC-MISSISSIPPI, INC	4000115908	01/20/2022	ASPHALT	001-301-560-270	786.42
TERRY'S GARAGE & REPAIRS, LLC	5809	01/20/2022	REPAIR JET TRUCK	001-301-630-360	206.63
TERRY'S GARAGE & REPAIRS, LLC	5810	01/20/2022	REPAIR JET TRUCK	001-301-630-360	281.12
POWERSTROKE EQUIPMENT SALES & SVC	6315	01/21/2022	REPAIR SAW	001-301-630-400	333.96
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034422	01/21/2022	MONTHLY CHARGES	001-301-625-380	42.00
STARKVILLE UTILITIES	INV0034423	01/21/2022	12.3.21-1.4.22	001-301-625-380	27,846.69
STARKVILLE UTILITIES	INV0034423	01/21/2022	12.3.21-1.4.22	001-301-625-380	37.56
ATMOS ENERGY	INV0034426	01/21/2022	MONTHLY CHARGES	001-301-625-380	790.54
CINTAS	4108589090	01/25/2022	SUPPLIES	001-301-555-250	35.00
				Outstanding Total:	**54,772.53**
				Department 301 - STREET DEPARTMENT Total:	**54,772.53**
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	001-550-600-330	39.50
FUELMAN / FLEETCOR	INV0034425	01/10/2022	1.10.22-1.16.22	001-550-525-231	67.32
CANON FINANCIAL SERVICES, INC	27943942	01/12/2022	CONTRACT/USAGE	001-550-600-330	401.49
FUELMAN / FLEETCOR	INV0034424	01/17/2022	1.17.22-1.23.22	001-550-525-231	190.27
WORLD CLASS ATHLETIC SURFACES	INV0034412	01/18/2022	FREGHT CHARGES FOR TENNIS COURT WINDSCREEN	001-550-512-200	245.00
CRADDOCK CONSTRUCTION COMPANY, INC	3170	01/19/2022	J.L. KING PARK SIDEWALK	001-550-600-300	8,305.00
				Outstanding Total:	**9,248.58**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**9,248.58**
Department: 600 - CAPITAL PROJECTS					
Outstanding					
KIMLEY HORN	INV0034373	12/31/2021	EST #19 BUILD GRANT	001-600-948-860	1,827.32
PHILLIPS CONTRACTING COMPANY, INC.	INV0034374	01/13/2022	OLD WEST POINT BRIDGE PAY APP #4	001-600-912-806	158,680.51
PHILLIPS CONTRACTING COMPANY, INC.	INV0034375	01/18/2022	SHS BRIDGE REPLACEMENT	001-600-912-805	50,831.65
				Outstanding Total:	**211,339.48**
				Department 600 - CAPITAL PROJECTS Total:	**211,339.48**
				Fund 001 - GENERAL FUND Total:	**370,137.44**
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
VERIZON WIRELESS	0SV000002655382	01/01/2022	STAR035	015-505-604-330	39.50
TITAN AVIATION FUELS	3538477	01/10/2022	JET A FUEL W/ADDITIVE	015-505-525-233	22,479.21
RODNEY LINCOLN	INV0034391	01/14/2022	2 TIRES & RIMS FOR GOLFCAR	015-505-630-400	90.00
MAXXSOUTH BROADBAND	J-2782	01/17/2022	8282 41 101 0438241	015-505-600-338	159.65
GATEWAY TIRE & SERVICE CENTER	1018-156142	01/24/2022	FRONT FARM FLAT SMALL REAR FLAT	015-505-630-400	86.70

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S- AIRPORT	INV0034435	01/24/2022	SUPPLIES	015-505-501-198	108.02
ALLEN ENTERPRISES, INC.	0064726	01/25/2022	PAPI A 240 PCB REPAIR	015-505-630-400	546.56
LOWE'S- AIRPORT	INV0034438	01/25/2022	SUPPLIES	015-505-501-198	44.83
				Outstanding Total:	**23,554.47**
				Department 505 - AIRPORT Total:	**23,554.47**
				Fund 015 - AIRPORT FUND Total:	**23,554.47**

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SANSOM EQUIPMENT COMPANY, INC	PO1391	06/02/2021	TRUCK #42	022-322-630-360	168.04
SANSOM EQUIPMENT COMPANY, INC	W00494	07/15/2021	TRUCK #95	022-322-630-255	1,867.15
SANSOM EQUIPMENT COMPANY, INC	P02000	10/28/2021	TRUCK #43 REPAIR CAMERA	022-322-630-360	2,394.57
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-1021	11/15/2021	10.1.21-10.31-21	022-322-600-333	5,376.86
PTC OF MISSISSIPPI, LLC	21195PMM	01/06/2022	REPAIR, MAINTENANCE & REPLACED EGR COOLER TRK #91	022-322-630-255	2,068.14
STARKVILLE AUTO PARTS	5151-149520	01/07/2022	STT LAMP & ANTIFREEZE	022-322-525-231	203.85
FUELMAN / FLEETCOR	INV0034425	01/10/2022	1.10.22-1.16.22	022-322-525-231	3,832.56
TERRY'S GARAGE & REPAIRS, LLC	5761	01/11/2022	REPAIR & MAINTENANCE TRUCK #41	022-322-630-360	233.17
GATEWAY TIRE & SERVICE CENTER	1018-155644	01/12/2022	TIRE TRUCK #41	022-322-630-360	366.62
HOWARD INDUSTRIES	22-00539644	01/12/2022	ASUS MONITORS (2)	022-322-501-200	452.00
STARKVILLE AUTO PARTS	5151-149688	01/13/2022	DEF FLUID & OIL 15W40	022-322-525-231	676.70
POWERSTROKE EQUIPMENT SALES & SVC	6295	01/13/2022	SUPPLIES & SMALL TOOLS	022-322-555-254	715.59
GTR SOLID WASTE MGMT. AUTH	INV0034381	01/13/2022	DECEMBER SOLID WASTE TICKETS	022-322-600-379	33,880.34
FUELMAN / FLEETCOR	INV0034424	01/17/2022	1.17.22-1.23.22	022-322-525-231	3,124.36
STARKVILLE DAILY NEWS	300226981	01/18/2022	ORD 2022-01 SOLID WASTE REGS	022-322-610-340	818.52
TRUSTMARK NATIONAL BANK	INV0034409	01/18/2022	STREET SWEEPER ACCT # 00028207975	022-322-820-872	3,743.59
PAUL'S WELDING	0813	01/19/2022	REPAIR STREET SWEEPER TRUCK #85	022-322-630-252	655.00
GATEWAY TIRE & SERVICE CENTER	1018-155839	01/19/2022	TIRES TRUCK #43	022-322-630-360	838.97
STARKVILLE AUTO PARTS	5151-149803	01/19/2022	SUPPLIES	022-322-525-231	935.18
TERRY'S GARAGE & REPAIRS, LLC	5803	01/19/2022	REPAIR & MAINTENANCE TRUCK #42	022-322-630-360	257.20
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-1221	01/24/2022	12.1.21-12.31.21	022-322-600-333	5,928.76
				Outstanding Total:	**68,537.17**
				Department 322 - SANITATION DEPARTMENT Total:	**68,537.17**
				Fund 022 - ENVIRONMENTAL SERVICES Total:	**68,537.17**

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESMENTS

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES	025-365219	01/14/2022	MONTHLY SUPPORT FEE	107-112-600-303	175.00
				Outstanding Total:	**175.00**
				Department 112 - COMPUTER ASSESMENTS Total:	**175.00**
				Fund 107 - COMPUTER ASSESSMENTS Total:	**175.00**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
KIMLEY HORN	INV0034373	12/31/2021	EST #19 BUILD GRANT	377-318-680-300	7,309.30
				Outstanding Total:	**7,309.30**
				Department 318 - MS182/MLK Total:	**7,309.30**
				Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:	**7,309.30**
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
STARKVILLE DAILY NEWS	300225328	11/16/2021	AFB SPORTSPLEX LOT	380-551-600-200	105.00
T&M STEEL ERECTORS, INC.	INV0034376	01/20/2022	CORNERSTONE PHASE 2 APP #10	380-551-907-945	26,715.28
T&M STEEL ERECTORS, INC.	INV0034377	01/20/2022	CORNERSTONE PHASE 3 APP #07	380-551-907-945	248,874.56
SPORTS CONTRACTORS UNLIMITED	INV0034383	01/21/2022	SPORTSPLEX PAY APP	380-551-907-942	206,862.50
GREGORY CONSTRUCTION	INV0034439	01/25/2022	SPORTSPLEX PARKING LOT	380-551-907-951	56,097.50
				Outstanding Total:	**538,654.84**
				Department 551 - PARK & REC TOURISM Total:	**538,654.84**
				Fund 380 - PARK BONDS 2020 Total:	**538,654.84**
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0034380	01/21/2022	2% FODO & BEVERAGE TAX (15%)	610-000-147-656	28,243.13
				Outstanding Total:	**28,243.13**
				Department 000 - UNDESIGNATED Total:	**28,243.13**
				Fund 610 - TRUST & AGENCY Total:	**28,243.13**
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
O.C.E.D.A	INV0034378	11/17/2021	2% FODO & BEVERAGE TAX (15%)	630-000-148-655	33,624.04
MSU /2% TAX REVENUE	INV0034379	01/21/2022	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	44,832.09
STARKVILLE CONVENTIONS/VISITORS BUR	INV0034380	01/21/2022	2% FODO & BEVERAGE TAX (15%)	630-000-147-664	33,624.04
				Outstanding Total:	**112,080.17**
				Department 000 - UNDESIGNATED Total:	**112,080.17**
				Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:	**112,080.17**
				Grand Total:	**1,148,691.52**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	370,137.44	0.00
015 - AIRPORT FUND	23,554.47	0.00
022 - ENVIRONMENTAL SERVICES	68,537.17	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	7,309.30	0.00
380 - PARK BONDS 2020	538,654.84	0.00
610 - TRUST & AGENCY	28,243.13	0.00
630 - ECONOMIC DEV, TOURISM & CONV	112,080.17	0.00
Grand Total:	**1,148,691.52**	**0.00**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	695.90	0.00
001-000-054-205	DUE FROM STARKVILLE E	3,293.66	0.00
001-000-160-694	DONATIONS - POLICE AT	25.00	0.00
001-000-160-697	DONATION FIRE	133.17	0.00
001-100-604-330	COMMUNICATIONS	79.01	0.00
001-110-600-301	PROFESSIONAL SERVICE	869.17	0.00
001-110-604-330	POSTAGE / COMMUNICA	269.11	0.00
001-120-503-202	COMMITTEE SUPPORT	346.52	0.00
001-120-604-330	COMMUNICATIONS	137.25	0.00
001-123-604-330	COMMUNICATIONS	538.30	0.00
001-123-918-805	EQUIPMENT & PYMTS	17,195.00	0.00
001-123-918-806	CAMERA LEASE PAYMEN	667.00	0.00
001-142-600-338	CONTRACT SERVICES	363.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP	81.73	0.00
001-145-604-330	POSTAGE/COPIER/PHON	652.44	0.00
001-159-620-371	BONDING-CITY EMPLOY	525.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	7,892.76	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	4,750.21	0.00
001-169-615-342	LEGAL ADVERTISING & N	45.96	0.00
001-180-604-330	COPIER/POSTAGE/PHON	143.26	0.00
001-180-691-505	PERSONNEL / KRONOS S	2,924.75	0.00
001-190-501-200	SUPPLIES	113.99	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	587.72	0.00
001-190-604-330	COPIERS/PHONES/IPADS	344.68	0.00
001-192-510-204	CITY HALL VEHICLE EXPE	15.00	0.00
001-192-510-220	SUPPLIES	106.49	0.00
001-192-625-380	UTILITIES	598.26	0.00
001-197-604-330	COMMUNICATIONS	87.91	0.00
001-201-501-200	OFFICE SUPPLIES	705.63	0.00
001-201-525-231	GAS & OIL	6,761.01	0.00
001-201-535-233	UNIFORMS	900.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	29.00	0.00
001-201-555-208	JANITORIAL SUPPLIES	139.84	0.00
001-201-556-251	POLICE SUPPLIES	1,321.75	0.00
001-201-600-300	PROFESSIONAL SERVICE	702.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	1,279.46	0.00
001-201-625-380	UTILITIES	84.72	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	4,925.77	0.00
001-201-630-426	BUILDING MAINTENANC	2,420.00	0.00
001-201-635-369	COPIER RENTAL	1,004.22	0.00
001-201-690-450	GPS EXPENSES	158.01	0.00
001-201-690-552	POLICE TRAINING/EDUC	22,828.19	0.00
001-201-690-555	DUES	305.00	0.00
001-261-525-231	GAS & OIL	1,696.10	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-555-208	JANITORIAL & PAPER SU	409.24	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	414.77	0.00
001-261-600-390	FIRE TRAINING	496.82	0.00
001-261-604-330	PHONES/CABLE/INTERN	584.61	0.00
001-261-610-350	TRAVEL	103.08	0.00
001-261-625-380	UTILITIES	938.39	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	1,079.83	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	926.00	0.00
001-281-501-200	OFFICE SUPPLIES	95.85	0.00
001-281-525-231	GAS & OIL	28.78	0.00
001-281-604-330	COPIER/PHONES/IPADS/	87.91	0.00
001-281-820-874	VEHICLE PAYMENTS	451.37	0.00
001-290-625-380	UTILITIES / CODE RED	217.25	0.00
001-301-525-231	GAS & OIL	1,961.05	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	2,913.67	0.00
001-301-560-270	CONSTRUCTION MATERI	17,845.59	0.00
001-301-604-330	COMMUNICATIONS	276.55	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	28,718.72	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	979.68	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,625.89	0.00
001-301-820-874	EXCAVATOR / TRUCKS	451.38	0.00
001-550-512-200	TOURNAMENT SUPPLIES	245.00	0.00
001-550-525-231	GAS & OIL	257.59	0.00
001-550-600-300	PROFESSIONAL SERVICE	8,305.00	0.00
001-550-600-330	PHONES/COPIERS/POST	440.99	0.00
001-600-912-805	ERBR 53-420(02) STARK	50,831.65	0.00
001-600-912-806	ERBR 53-420(01) OLD W	158,680.51	0.00
001-600-948-860	BUILD GRANT MATCH (2	1,827.32	0.00
015-505-501-198	BUILDING REPAIRS & M	152.85	0.00
015-505-525-233	JET A FUEL PURCHASES	22,479.21	0.00
015-505-600-338	CONTRACT & LEGAL SER	159.65	0.00
015-505-604-330	CELL PHONE/POSTAGE	39.50	0.00
015-505-630-400	EQUIPMENT REPAIR &	723.26	0.00
022-322-501-200	OFFICE SUPPLIES	452.00	0.00
022-322-525-231	GAS & OIL - RESIDENTIA	8,772.65	0.00
022-322-555-254	SUPPLIES & SMALL TOOL	715.59	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	11,305.62	0.00
022-322-600-379	LANDFILL FEES	33,880.34	0.00
022-322-610-340	ADVERTISING	818.52	0.00
022-322-630-252	VEHICLE REPAIRS & MAI	655.00	0.00
022-322-630-255	VEHICLE REPAIRS & MAI	3,935.29	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	4,258.57	0.00
022-322-820-872	SWEEPER 2017	3,743.59	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
377-318-680-300	PROFESSIONAL SERVICE	7,309.30	0.00
380-551-600-200	LEGAL ADVERTISING	105.00	0.00
380-551-907-942	EXISTING PARK IMPROV	206,862.50	0.00
380-551-907-945	CORNERSTONE - PHASE	275,589.84	0.00
380-551-907-951	SPORTSPLEX PARKING L	56,097.50	0.00
610-000-147-656	DUE TO GOVERNMENT	28,243.13	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	44,832.09	0.00
630-000-147-664	DUE TO VISITORS/CONV.	33,624.04	0.00
630-000-148-655	DUE TO OCEDA	33,624.04	0.00
	Grand Total:	**1,148,691.52**	**0.00**

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,148,691.52	0.00

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None			
	Grand Total:	1,148,691.52	0.00

Starkville
UTILITIES
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

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	131		ALTEC INDUSTRIES, INC.									
11817349	01/20/22	10146	Tools		02/02/22	907.66		.00	ACH			
11818205	01/20/22	10146	Tools		02/02/22	287.86		.00	ACH			
11818696	01/20/22	10145	Tools		02/02/22	864.19		.00	ACH			
11819281	01/20/22	10146	Tools		02/02/22	1110.31		.00	ACH			
				VENDOR TOTAL:			3170.02					
VENDOR:	318		CLAYTON VILLAGE MINI STG									
1/22/22	01/25/22	0	Storage unit rental		02/02/22	115.00		.00	ACH			
				VENDOR TOTAL:			115.00					
VENDOR:	348		DELL MARKETING L.P.									
OCT21 - JAN22	01/19/22	0	Computer software		02/02/22	2385.60		.00	ACH			
				VENDOR TOTAL:			2385.60					
VENDOR:	400		IVY AUTO PARTS									
678541	01/20/22	10156	Maintenance		02/02/22	149.99		.00	ACH			
				VENDOR TOTAL:			149.99					
VENDOR:	455		EXELL WATER & COFFEE, INC.									
613919	01/21/22	10130	Water		02/02/22	22.58		.00	ACH			
613920	01/21/22	10130	Water		02/02/22	31.58		.00	ACH			
				VENDOR TOTAL:			54.16					
VENDOR:	616		FUELMAN									
NP61449168	01/19/22	0	Fuel		02/02/22	2044.88		.00	CHK			
NP61470712	01/24/22	0	Fuel		02/02/22	2277.17		.00	CHK			
				VENDOR TOTAL:			4322.05					
VENDOR:	729		GREATER STARKVILLE DEV PART									
3619	01/19/22	0	Banquet Tickets		02/02/22	500.00		.00	CHK			
				VENDOR TOTAL:			500.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	807		HILL MFG. CO, INC.								
110292	01/21/22	10141	Supplies		02/02/22	147.00	.00	ACH			
				VENDOR TOTAL:		147.00					
VENDOR:	809		HOWARD INDUSTRIES, INC.								
244024-982548	01/21/22	9689	Transformers		02/02/22	10108.00	.00	ACH			
				VENDOR TOTAL:		10108.00					
VENDOR:	1010		JT RAY COMPANY								
220114-546, 547	01/19/22	0	Copier service		02/02/22	119.75	.00	ACH			
				VENDOR TOTAL:		119.75					
VENDOR:	1335		VERIZON CONNECT NWF, INC								
OSV000002645177	01/24/22	0	Vehicle GPS Services-CITY206		02/02/22	728.55	.00	CHK			
				VENDOR TOTAL:		728.55					
VENDOR:	1394		NARRATIVE 12 LLC								
1/18/22	01/19/22	0	Consulting		02/02/22	3755.00	.00	ACH			
1/25/22	01/25/22	0	Consulting		02/02/22	4500.00	.00	ACH			
				VENDOR TOTAL:		8255.00					
VENDOR:	1400		NESCO								
S2504772.001	01/21/22	10153	Supplies		02/02/22	461.40	.00	ACH			
				VENDOR TOTAL:		461.40					
VENDOR:	1800		RACKLEY OIL, INC.								
000566968	01/20/22	10151	Hyrdraulic Fluid		02/02/22	114.90	.00	ACH			
				VENDOR TOTAL:		114.90					
VENDOR:	1818		UNITED RENTALS, INC.								
195787262-007	01/21/22	10162	Equipment Rental		02/02/22	1767.00	.00	ACH			
200927257-002	01/21/22	10083	Equipment Rental		02/02/22	1716.00	.00	ACH			
				VENDOR TOTAL:		3483.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1823		RENASANT INSURANCE, INC.									
1200604	01/19/22	0	Employee surety bond		02/02/22	175.00		.00	CHK			
				VENDOR TOTAL:			175.00					
VENDOR:	1887		S & S LINE SERVICE INC									
2371-2372	01/19/22	0	ROW Clearing		02/02/22	5874.80		.00	ACH			
2373-2374	01/24/22	0	ROW Clearing		02/02/22	5874.80		.00	ACH			
				VENDOR TOTAL:			11749.60					
VENDOR:	1910		STARKVILLE ELEC-UTILITY BILL									
JAN 2022	01/24/22	0	Utility bills		02/02/22	1122.19		.00	DFT			
				VENDOR TOTAL:			1122.19					
VENDOR:	2040		TVPPA EDUCATION & TRAIN.									
INV0041929	01/25/22	0	Annual Dues		02/02/22	5920.07		.00	ACH			
INV0043160	01/19/22	0	Salary survey		02/02/22	125.00		.00	ACH			
				VENDOR TOTAL:			6045.07					
VENDOR:	2098		ULINE									
143396128	01/21/22	10144	Supplies		02/02/22	80.30		.00	ACH			
				VENDOR TOTAL:			80.30					
VENDOR:	99009732		MS DEPT OF REVENUE (TAGS)									
1/24/22	01/24/22	0	Vehicle Tag		02/02/22	12.00		.00	CHK			
				VENDOR TOTAL:			12.00					
VENDOR:	99009971		SERVICEMASTER RESTORATION									
210752, 212978	01/19/22	0	Janitorial cleaning		02/02/22	876.00		.00	ACH			
220035	01/19/22	0	Carpet cleaning		02/02/22	3620.00		.00	ACH			
				VENDOR TOTAL:			4496.00					
VENDOR:	99009991		FIRST NATL BANK CLARKSDALE									
3/01/22	01/24/22	0	Bond Payment		02/02/22	550196.88		.00	CHK			
				VENDOR TOTAL:			550196.88					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
			GRAND TOTAL:		607991.46					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	76	APAC MISSISSIPPI, INC.								
4000115819	01/18/22	6548 Asphalt		02/02/22	456.71	.00	ACH			
			VENDOR TOTAL:		456.71					
VENDOR:	124	ATMOS ENERGY								
3020752702-1/22	01/19/22	0 Utility bill		02/02/22	674.81	.00	ACH			
3020752962-1/22	01/19/22	0 Utility bill		02/02/22	74.77	.00	ACH			
			VENDOR TOTAL:		749.58					
VENDOR:	188	BOX CONSTRUCTION LLC								
1	01/25/22	0 Water & Sewer Repairs		02/02/22	550.00	.00	ACH			
			VENDOR TOTAL:		550.00					
VENDOR:	202	BELL BUILDING SUPPLY								
337603	01/21/22	6631 Materials		02/02/22	150.92	.00	ACH			
337667	01/13/22	6631 Materials		02/02/22	36.01	.00	ACH			
			VENDOR TOTAL:		186.93					
VENDOR:	212	BONNER ANALYTICAL TESTING CO								
75224	01/21/22	6469 Testing		02/02/22	3675.20	.00	CHK			
			VENDOR TOTAL:		3675.20					
VENDOR:	220	CENTRAL PIPE SUPPLY								
S100281275.001	01/13/22	6588 Materials		02/02/22	1406.28	.00	ACH			
S100282253.001	01/21/22	6619 Materials		02/02/22	486.00	.00	ACH			
			VENDOR TOTAL:		1892.28					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY								
3120016-001-000	01/18/22	6620 Equipment Rental		02/02/22	285.00	.00	ACH			
3120072-000-000	01/18/22	6633 Materials		02/02/22	800.00	.00	ACH			
			VENDOR TOTAL:		1085.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	455	EXELL WATER & COFFEE, INC.								
613918	01/18/22	5205 Water		02/02/22	14.53	.00	ACH			
			VENDOR TOTAL:		14.53					
VENDOR:	496	EAST MISS LUMBER								
E95872	01/21/22	5210 Plywood for Pallet Rack		02/02/22	157.70	.00	CHK			
			VENDOR TOTAL:		157.70					
VENDOR:	604	FASTENAL								
MSSTA99760	01/18/22	6583 PPE		02/02/22	60.00	.00	ACH			
			VENDOR TOTAL:		60.00					
VENDOR:	605	FERGUSON ENTERPRISES LLC								
0731884	01/20/22	6649 Materials		02/02/22	5502.00	.00	ACH			
0731886	01/20/22	6650 Materials		02/02/22	5955.00	.00	ACH			
1414248-1	01/24/22	6537 Materials		02/02/22	1055.04	.00	ACH			
			VENDOR TOTAL:		12512.04					
VENDOR:	606	4-COUNTY EPA								
DEC 2021	01/19/22	0 Utilities expense		02/02/22	11859.49	.00	CHK			
			VENDOR TOTAL:		11859.49					
VENDOR:	702	HACH								
12830521	01/18/22	6612 Lab Supplies		02/02/22	539.33	.00	ACH			
12830531	01/18/22	6613 Lab Supplies		02/02/22	539.33	.00	ACH			
12831555	01/18/22	6614 Lab Supplies		02/02/22	457.02	.00	ACH			
12835293	01/20/22	6611 Chemicals		02/02/22	70.79	.00	ACH			
12835395	01/20/22	6614 Supplies		02/02/22	54.38	.00	ACH			
12835413	01/20/22	6615 Testing		02/02/22	551.69	.00	ACH			
12842794	01/21/22	6614 Testing Supplies		02/02/22	51.24	.00	ACH			
			VENDOR TOTAL:		2263.78					
VENDOR:	733	HILL MANUFACTURING								
110144	01/18/22	6625 Maintenance		02/02/22	239.93	.00	ACH			
			VENDOR TOTAL:		239.93					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	765 HYDRA SERVICE, INC.										
154984	01/20/22	6652 Pump Maintenance		02/02/22	5358.00		.00	ACH			
154985	01/20/22	6654 Pump Maintenance		02/02/22	316.00		.00	ACH			
155033	01/20/22	6655 Pump Maintenance		02/02/22	1166.00		.00	ACH			
155034	01/20/22	6656 Pump Maintenance		02/02/22	506.00		.00	ACH			
			VENDOR TOTAL:			7346.00					
VENDOR:	825 H & H CONSTRUCTION & EXC LLC										
1269	01/19/22	0 Water & Sewer repairs		02/02/22	15037.00		.00	ACH			
			VENDOR TOTAL:			15037.00					
VENDOR:	907 INDUSTRIAL CHEMICALS INC										
503782	01/21/22	6586 Chemicals		02/02/22	4014.69		.00	ACH			
			VENDOR TOTAL:			4014.69					
VENDOR:	1010 JT RAY CO										
220114-0550	01/19/22	0 Copier service		02/02/22	46.82		.00	ACH			
			VENDOR TOTAL:			46.82					
VENDOR:	1035 KANSAS CITY SOUTHERN										
1600095156	01/19/22	0 Annual Billing		02/02/22	50.00		.00	ACH			
			VENDOR TOTAL:			50.00					
VENDOR:	1205 LOWE'S										
06085	01/13/22	6641 Supplies		02/02/22	61.90		.00	CHK			
			VENDOR TOTAL:			61.90					
VENDOR:	1366 MS CROSS CONNECTION										
29834	01/13/22	6642 Testing		02/02/22	278.00		.00	ACH			
			VENDOR TOTAL:			278.00					
VENDOR:	1390 JACKSON NEWELL PAPER CO										
3141425	01/18/22	6637 Supplies		02/02/22	90.19		.00	ACH			
			VENDOR TOTAL:			90.19					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1525	OKTIBBEHA COUNTY COOP									
748805	01/13/22	6622 Uniforms		02/02/22	286.05		.00	ACH			
748808	01/13/22	6622 Uniforms		02/02/22	117.33		.00	ACH			
751444	01/21/22	6657 Boots		02/02/22	129.00		.00	ACH			
751552	01/24/22	6622 Uniforms		02/02/22	132.05		.00	ACH			
			VENDOR TOTAL:			664.43					
VENDOR:	1886	STATE INDUSTRIAL PRODUCTS CP									
902290935	01/18/22	6623 Chemicals		02/02/22	1442.10		.00	ACH			
			VENDOR TOTAL:			1442.10					
VENDOR:	1892	S&N AIROFLO INC									
18356	01/21/22	5200 Aerator Maintenance		02/02/22	2786.00		.00	ACH			
			VENDOR TOTAL:			2786.00					
VENDOR:	1905	STARKVILLE AUTO PARTS									
5151-149625	01/13/22	6639 Maintenance		02/02/22	228.79		.00	CHK			
5151-149691	01/18/22	6643 Maintenance		02/02/22	247.94		.00	CHK			
5151-149825	01/21/22	6658 Maintenance		02/02/22	159.99		.00	CHK			
5151-149826	01/21/22	6659 Maintenance		02/02/22	80.92		.00	CHK			
5151-149836	01/21/22	6659 Maintenance		02/02/22	209.77		.00	CHK			
5151-149862	01/24/22	6661 Maintenance		02/02/22	229.42		.00	CHK			
			VENDOR TOTAL:			1156.83					
VENDOR:	1909	STARKVILLE ELEC - UTILITIES									
JAN 2022	01/24/22	0 Utility bills		02/02/22	66638.42		.00	DFT			
			VENDOR TOTAL:			66638.42					
VENDOR:	1910	STARKVILLE ELECTRIC DEPT									
14610-1221	01/25/22	0 Due to Elec Dept-146.10		02/02/22	76071.58		.00	ACH			
			VENDOR TOTAL:			76071.58					
VENDOR:	1917	RONNIE JONES CONST, INC.									
20221005	01/21/22	6634 Crusher Run		02/02/22	954.97		.00	ACH			
			VENDOR TOTAL:			954.97					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1920		CANNON FORD LINCOLN OF STARK								
13890	01/13/22	6624	Maintenance		02/02/22	159.30	.00	ACH			
204274	01/18/22	6644	Maintenance		02/02/22	257.26	.00	ACH			
				VENDOR TOTAL:		416.56					
VENDOR:	1932		STARKVILLE DAILY NEWS								
95950	01/25/22	0	Advertising		02/02/22	141.30	.00	ACH			
				VENDOR TOTAL:		141.30					
VENDOR:	1937		SOUTHERN PIPE & SUPPLY								
5908562-00	01/21/22	6388	Materials		02/02/22	453.81	.00	ACH			
				VENDOR TOTAL:		453.81					
VENDOR:	1947		SUNCOAST INFRASTRUCTURE, INC								
PHASE1 - RFC#8	01/19/22	0	Green Oaks Sewer-Phase 1		02/02/22	18316.00	.00	ACH			
				VENDOR TOTAL:		18316.00					
VENDOR:	1951		SCHWING BIOSET INC								
61428090	01/18/22	6636	Flow Meter		02/02/22	657.44	.00	CHK			
				VENDOR TOTAL:		657.44					
VENDOR:	2104		UPS								
24W1X6022	01/19/22	0	Postage		02/02/22	37.55	.00	CHK			
24W1X6032	01/24/22	0	Postage		02/02/22	35.67	.00	CHK			
				VENDOR TOTAL:		73.22					
VENDOR:	2111		USA BLUEBOOK								
828374	01/13/22	6538	Maintenance		02/02/22	2243.62	.00	ACH			
840509	01/18/22	6632	Tools		02/02/22	683.80	.00	ACH			
				VENDOR TOTAL:		2927.42					
VENDOR:	2202		WAYPOINT ANALYTICAL								
1064181	01/18/22	6549	Testing		02/02/22	252.00	.00	ACH			
1064277	01/21/22	6609	Testing		02/02/22	252.00	.00	ACH			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
1064336	01/21/22	6609	Testing		02/02/22	252.00	.00	ACH			
				VENDOR TOTAL:		756.00					
VENDOR:	2307 WISSCO										
22007	01/21/22	5202	Pump Repair		02/02/22	1133.29	.00	CHK			
				VENDOR TOTAL:		1133.29					
VENDOR:	9909777 EFFICACY SOLUTIONS LLC										
2021002	01/24/22	0	Contract labor		02/02/22	3760.10	.00	ACH			
				VENDOR TOTAL:		3760.10					
VENDOR:	99009799 KODY DUPRE										
1/10/22	01/19/22	0	Travel expense-meals		02/02/22	96.94	.00	ACH			
				VENDOR TOTAL:		96.94					
				GRAND TOTAL:		241074.18					

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.:
AGENDA DATE: 2/1/22

SUBJECT: Request authorization to name Regions Bank as the Municipal Depository for the City of Starkville.

FISCAL NOTE: Bids were advertised for in the Starkville Daily News and four bids were received. These were reviewed by Alderwoman Sandra Sistrunk, Lesa Hardin, Webb Corban and David Wise. Based on a variable interest rate expected to rise in the coming year, 8 pm ACH submission time, responsiveness to advertisement, technology needs and services provided, as well as waiver of service fees, the group recommends Regions as the Municipal Depository.

AUTHORIZATION HISTORY: Advertised in accordance with in MS Code sections 27-105-305; 27-105-353; and 27-105-363.

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION:

Move to approve authorization to name Regions Bank as the Municipal Depository for the City of Starkville.

CITY OF STARKVILLE COVERSHEEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: February 1, 2022
PAGE: 1

SUBJECT: Request approval to purchase a 2022 Dodge Durango All Wheel Drive, at a cost of $39,731, from Parker CDJR, Starkville, MS, to replace the existing 2012 Chevy Silverado (FD2) the Battalion Chiefs drive daily. The current FD2 truck will be moved to the Training Division.

AMOUNT & SOURCE OF FUNDING

Two quotes received:

Parker CDJR - $39,73.00
Cannon Ford of Starkville - $54,722.00

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

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

SUGGESTED MOTION: Move approval to purchase a 2022 Dodge Durango All Wheel Drive, at a cost of $39,731, from Parker CDJR, Starkville, MS, to replace the existing 2012 Chevy Silverado (FD2) the Battalion Chiefs drive daily. The current FD2 truck will be moved to the Training Division.

Parker CDJR
105 Parker McGill Dr.
Starkville, MS 39759

Equipment Bid January 10, 2022

Prepared For: City of Starkville, Fire Department

Equipment Description

- 2022 Dodge Durango All Wheel Drive
- 3.6L V6 VVT Engine
- 8 Speed Automatic Transmission
- White Knuckle Clear Coat
- Cloth Bucket Seats
- Trailer Tow Group
    - Rear Load Leveling Suspension
    - Trailer Brake Control
    - HD Engine Cooling
    - Class IV Receiver Hitch
    - Two Speed On Demand Transfer Case
    - 7 & 4 Pin Wiring Harness
- Air Conditioning
- Rear Back-up Camera
- 3rd Row Seating (7 Passenger)
- Power Windows and Doors, Tilt Steering and Speed (Cruise) Control
- Automatic Headlamps
- ParkSense Park Assist
- 3 Year/36,000 mile bumper to bumper Manufacturer Warranty backed by FCA/Stellantis
- 5 year/100,000 mile powertrain limited Manufacturer Warranty Extension

Additional Details

- Parker CDJR supports all vehicle purchases with a full-service parts and service department
- Vehicles are available for immediate order entry. Estimated delivery time is 12 to 14 weeks after the order is entered into the system. Due to ongoing parts shortages and transportation delays, this is an estimated time frame only and cannot be guaranteed.
- Parker CDJR will handle the title paperwork with the State of Mississippi

Pricing Details

- $39,731
- All fees including delivery are included. Mississippi Sales Tax does not apply and is not calculated in the bid price.

Bid Prepared and Submitted by:

Kristi Snyder, General Manager

1-12-22

Date

Preview Order 9999 - U1G 4x4 XL: Order Summary Time of Preview: 01/18/2022 16:07:03

Dealership Name: Cannon Ford of Starkville

Sales Code : F23474

Dealer Rep.	Courtney Winkler	**Type**	Retail	**Vehicle Line**	Expedition	**Order Code**	9999
Customer Name	X XXXXX	**Priority Code**	19	**Model Year**	2022	**Price Level**	220

DESCRIPTION	MSRP	DESCRIPTION	MSRP
U1F0 EXPEDITION STX 4X4	$53160	.P275/65R18 A/T TIRES	$0
OXFORD WHITE	$0	CV LOT MANAGEMENT	$0
XL CLOTH BUCKET SEATS	$0	RUNNING BOARDS,PLATFORM	$0
BLACK ONYX	$0	AUTO STOP-START REMOVAL	$-50
EQUIPMENT GROUP 104A	$970	FRONT LICENSE PLATE BRACKET	$0
.18" MACH ALUM WHL W/PNTD PKTS	$0	FUEL CHARGE	$0
.3.5L ECOBOOST V6 ENGINE	$0	PRICED DORA	$0
.10SPD AUTO TRANS W/SLCTSHFT	$0	DESTINATION & DELIVERY	$1695

	MSRP
TOTAL BASE AND OPTIONS	$55775
DISCOUNTS	NA
TOTAL	$55775

54,722 OTD

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 01, 2022

SUBJECT:

Request authorization to hire Jalen Esters as a Maintenance Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Jalen Esters - Annual Salary of $27,185.60 ($13.07 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Demetrius Petty who resigned.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION

Move approval to hire Jalen Esters as a Maintenance Worker in the Sanitation & Environmental Services Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 01, 2022

SUBJECT:

Request authorization to hire Blake Daniels as a part- time firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Blake Daniels - Non-Exempt rate of $12.07 per hour based on 1378 (part-time) hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This position will be used to help eliminate overtime hours.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Blake Daniels as a part- time firefighter in the Starkville Fire Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 01, 2022

SUBJECT:

Request authorization to hire Marvin Hughes as a Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Marvin Hughes - non-exempt salary of $42,014.44 ($18.79 per hour) based on 2236 hours per year.

LINE ITEM

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

AUTHORIZATION HISTORY:

These position will be funded through a grant. See information below passed by the Board on 12/7/2021.

Award for FY21 Department of Justice COPS Hiring Grant. The Starkville Police Department requests permission to enter into the grant agreement for the FY21 Department of Justice COPS Hiring Grant. The grant is a three year 75/25 reimbursable grant for the hiring of additional police officers. Federal funds of $275,209.00 and a local match of $92,070.00 for a total project award of $368,279.00. The grant will pay for three additional officers for a period of 3 years.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Request authorization to hire Marvin Hughes as a Police Officer in the Starkville Police Department.

AGENDA ITEM NO:
CITY OF STARKVILLE AGENDA DATE: 2-1-22
RECOMMENDATION FOR BOARD ACTION

SUBJECT: **Application for FY23 405D Alcohol and Drug Impaired Driving Enforcement Grant. Requests permission to apply for grant funding for the continuation project of DUI enforcement. The grant is 100% reimbursable, funds 2 DUI officers, and approximately 600 hours in overtime for DUI enforcement, and DUI equipment.**

AMOUNT & SOURCE OF FUNDING: $116,079.20 FY23 405D grant Mississippi Office of Highway Safety

FISCAL NOTE:

REQUESTING DEPARTMENT: **Starkville Police**

DIRECTOR'S AUTHORIZATION: **Mark Ballard CHIEF OF POLICE**

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: **Move approval for the Starkville Police Department to apply for 100% reimbursable grant funding in the area of Driving Under the Influence Enforcement.**

STAFF RECOMMENDATION:

FY23 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)

Mississippi Office of Highway Safety
1025 North Park Drive
Ridgeland, MS 39157
Phone: (601)977-3700; Fax: (601)977-3701
mohs@dps.ms.gov

1. Applicant Name: City of Starkville Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone: 662-323-4131 E-Mail: c.jackson@cityofstarkville.org	2. Date: January 19, 2022 3. Beginning and Ending Dates: _X___Full Grant: (October 1, 2022 - September 30, 2023) 4. Subgrant Payment Method: _X_Cost Reimbursement Method 5. DUNS # - 0957074444 6. Congressional District- MS03

7. Program Title:

8. The following funds will be proposed for FY23 funding:

A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	$113,349.20	(1) Federal	$116,079.20
(2) Personal Services-Fringe **(State Only)**		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment	$2730.00		
(6) Commodities			
TOTAL	$116,079.20	TOTAL	$116,079.20

9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:

Project Identification **Proposed Countermeasures** **Personal Services**
Contractual **Travel** **Equipment**
Commodities

All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.

10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply: Signature Date Print Name: Lynn Spruill Title: Mayor, City of Starkville	MOHS USE Only:

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	**YES**	**NO**
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X	
Has the agency had at least 3 years' experience with federal grants?	X	
Has the department staff remained unchanged during the **2022** grant year (October 2021 – current)?	X	
Has the agency administration remained unchanged during the **2022** grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2021 – current)?	X	
Is the agency accounting system the same as the **2021** grant year (October 2020 – September 2021)?	X	
Has the agency received a federal award **directly** from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	X	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring "directly" from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)		X
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	N/A	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	**City of Starkville**
County Name:	Oktibbeha County
Surrounding Counties:	Webster, Clay, Lowndes, Winston, Choctaw, Noxubee
Troop District:	District 5
Number of Officers in Agency:	70
Number of Officers to Work Grant:	69

Number of Square Miles:	**25.79**
Number of Population:	25,352
Major Roadways in the Area:	Hwy 12, Hwy 25, Hwy 82, Hwy 182, Hwy 389

Problem Identification Summary:

Alcohol Countermeasures (154 AL) - Alcohol enforcement projects are strictly for **alcohol only** related activities, programs and projects.

Impaired Driving (405d) - Impaired Driving enforcement projects are strictly for **alcohol and drug** related activities, programs and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high fatality/injury/crash areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary**.

The City of Starkville is host to thousands of visitors for various reasons, including college sporting events, concerts, and festivals. Art and music festivals, such as Bulldog Bash, also bring a large number of visitors to the area. Estimated attendance of MSU/ Starkville's annual Bulldog Bash is over 40,000. The night and social life has given way to more drinking establishments and changes in the social drinking ordiances. Because of this, the nightlife in Starkville has grown and multiplied vastly over the years. In addition to festivals, concerts, and sporting events, Starkville, or "Starkvegas," has become known as a party town. Whether attending an event or relaxing and vacationing in town, the increased number of residents and visitors along with the extended club hours has increased the number of tickets and DUI citations consistently over the past years.

Prior to the full implementation of traffic assisted grants in the City of Starkville as well as the County saw between 5-10 fatalities on a yearly basis. Since, the assistance of the grants utilized by our department, we are seeing these numbers decrease over recent years. Most violators have commented on the fact that they normally stay outside the city limits of Starkville because there is an understanding that if you are caught in the city of Starkville driving impaired that you will be arrested and convicted.

In recent years we have seen a drastic increase with those under the influence of either illegal or prescription narcotics. With this new trend SPD sent two DUI officers to Advanced Roadside Impaired Driving Enforcement training. As well as the department's patrol division being trained in SFST.

This additional knowledge has helped in identifying those driving impaired for either alcohol or narcotics. More times than not we are finding offenders who are both alcohol and narcotic influenced. It is our task to continue to keep the highways and streets safe for every student, visitor and resident.

Problem Identification

Proposed Target, Performance Measure and Strategies to be achieved during FY23:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, and citations in service. Alcohol programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. The alcohol program is to work within the state to reduce alcohol related DUI fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol and drug related fatalities on roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, and citations in service. Impaired Driving programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. Grant funds are to reduce alcohol and drug related fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Please use 2019 fatality and injury data.

Target for Enforcement Project-Alcohol Countermeasures (154AL): Please select "reduce or maintain".

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **fatalities** from _____ in 2019 to _____ by the end of 2023.

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **injurie**s from _____ in 2019 to _____ by the end of 2023.

Target for Enforcement Project-Impaired Driving (405d): Please select "reduce or maintain".

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **fatalities** from __3__ in 2019 to __1__ by the end of 2023.

The jurisdiction/agency will maintain the number of drug related **fatalities** from ____0__ in 2019 to __0__ by the end of 2023.

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **injuries** from _5___ in 2019 to __2__ by the end of 2023.

The jurisdiction/agency will reducethe number of drug related **injuries** from __2__ in 2019 to _1___ by the end of 2023.

Performance Measures for Enforcement Project: Continuation Projects should use 2021 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your "grant funded" citations at "0". If you are requesting 405 D-Impaired Driving Funding, you must include a performance measure for alcohol and a performance measure for impaired (drug). **Please select "increase or maintain".**

Increase the number of grant funded DUI Arrest citations from _239_ in FY21 to _245_in FY23.

** If applying for (405 D) fund: Please include measure listed below**

Increase the number of grant funded DUI Other (drug) citations from _24_ in FY21 to _26__in FY23.

Strategies for Project:

- Conduct at least 12 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)
- Conduct at least 1 alcohol presentations during year (If Applicable for 154 Alcohol Funding Grants Only with a Individual Officer)
- Will there be Law Enforcement Instructor training (SFST, ARIDE, DRE) hours/time conducted and/or claimed during grant period? (Individual Officers Only-This is a requirement for instructors to receive reimbursement)

_X___ Yes ______ No

FY23 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: **Chief Mark Ballard**	**Name of Project Director:** **Corporal Chris Jackson**
Phone Number: **662-323-4131**	**Phone Number:** **662-769-4425**
Email Address: **mballard@cityofstarkville.org**	**Email Address:** **c.jackson@cityofstarkville.org**

Name of Financial Manager: **Lesa Hardin**	**Name of Signatory Official:** **Lynn Spruill**
Phone Number: **662-323-2525**	**Phone Number:** **662-323-2525**
Email Address: **l.hardin@cityofstarkville.org**	**Email Address:** **l.spruill@cityofstarkville.org**

FY23 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY23: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY23 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The **Special Traffic Enforcement (STEP) Officer(s)** work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

The **Individual Officer(s)** on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour. (Continuation Projects Only)

Individual Officer Criteria: The MS Office of Highway Safety may provide funding for a currently approved Individual DUI Officer. In order to maintain funding for an individual officer, an agency must be a continuation project and meet 60% of the following criteria:

- At least (1) DUI Fatal in 2020;
- At least (1) DUI Injury in 2020;
- Top 30 Alcohol or Drug Fatality County;
- FY20 Grant Funded Arrests of 52 or higher, per officer;
- Met or Exceeded Performance Measures agreed upon by agency in FY21 Grant Agreement

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total
DUI #1	100	21.10	31.65	2236	$47,179.60
DUI #2	100	21.10	31.65	2236	$47,179.60
DUI Enforcement Overtime	100		31.65	600	$18,990

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
Total Fringe:			

FY23 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	**Quantity/Amount of Service/Amount per Month:**	**Total Costs of Expenses:**
Total Contractual Service Expense:		

FY23 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	**Number of People:**	**Cost:**	**Total:**
Total Travel Expense:			

FY23 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to $5,000.00 requires one quote, over $5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and be used specifically for the purposes for which is purchased. CPL list can be found at:

<u>Unallowable equipment for FY23: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.</u>

Type of Equipment:	**# Requested:**	**Cost Per Item (Quote Required):**	**Line Total:**
Preliminary Breath Test (PBT)	6	$455.00	$2,730.00
Total Equipment Expense:			

<u>FY23 Proposed Commodities:</u>

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to $5,000.00 requires <u>one</u> quote, over $5,000.00 requires <u>two</u> quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	**Quantity**	**Cost Per Item (Quote Required):**	**Total of Expense:**
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY23 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY23 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY23 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.

AGENDA ITEM NO:
CITY OF STARKVILLE **AGENDA DATE: 2-1-22**
RECOMMENDATION FOR BOARD ACTION

SUBJECT: **Application for FY23 402 Police Traffic Services Grant. Request permission to apply for the continuation project of Police Traffic Services (Seatbelt, Speeding, and Child Restraint) enforcement. The grant is 100% reimbursable, funding radar equipment, and approximately 680 hours in overtime enforcement.**

AMOUNT & SOURCE OF FUNDING: $23,696.00 FY23 402 PTS Grant Award - Mississippi Office of Highway Safety

FISCAL NOTE:

REQUESTING DEPARTMENT: **Starkville Police**

DIRECTOR'S AUTHORIZATION: **Mark Ballard**
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: **Move approval for the Starkville Police Department to apply for the FY23 Police Traffic Services Grant. 100% reimbursable grant funding in the area of traffic enforcement and equipment.**

STAFF RECOMMENDATION:

FY23 MOHS POLICE TRAFFIC SERVICES GRANT APPLICATION (402)

Mississippi Office of Highway Safety
1025 North Park Drive
Ridgeland, MS 39157
Phone: (601)977-3700; Fax: (601)977-3701
mohs@dps.ms.gov

1. Applicant Name: City of Starkville Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone: 662-323-4131 E-Mail: c.jackson@cityofstarkville.org	2. Date: January 19, 2022
	3. Beginning and Ending Dates: _X__Full Grant: (October 1, 2022 - September 30, 2023) ____ Mini Grant: (April 1, 2023 - September 30, 2023) ____ Other (Specify Date: ______________________)
	4. Subgrant Payment Method: _X_ Cost Reimbursement Method
	5. DUNS # - 0957074444
	6. Congressional District- MS03

7. Program Title: Police Traffic Services

8. The following funds will be proposed for FY23 funding:

A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	$17,340.00	(1) Federal	$23,696.00
(2) Personal Services-Fringe **(State Only)**		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment	$6,356.00		
(6) Commodities			
TOTAL	$23,696.00	TOTAL	$23,696.00

9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:

Project Identification	**Proposed Countermeasures**	**Personal Services**
Contractual	**Travel**	**Equipment**
Commodities		

All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.

10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:	MOHS USE Only:
Signature Date Print Name: Lynn Spruill Title: Mayor, City of Starkville	

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	**YES**	**NO**
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X	
Has the agency had at least 3 years' experience with federal grants?	X	
Has the department staff remained unchanged during the **2022** grant year (October 2020 – current)?	X	
Has the agency administration remained unchanged during the **2022** grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2020 – current)?	X	
Is the agency accounting system the same as the **2021** grant year (October 2020 – September 2021)?	X	
Has the agency received a federal award **directly** from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	X	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring "directly" from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)		X
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	N/A	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	**City of Starkville**
County Name:	Oktibbeha County
Surrounding Counties:	Webster, Clay, Lowndes, Winston, Choctaw, Noxubee
Troop District:	District 5
Number of Officers In Agency:	70
Number of Officers to Work Grant:	69

Number of Square Miles:	**25.79**
Number of Population:	25,352
Major Roadways in the Area:	Hwy 12, Hwy 25, Hwy 82, Hwy 182, Hwy 389

Problem Identification Summary:

Police Traffic Services (402 PT) - Police Traffic Services enforcement projects are for seatbelt, child restraint, and speed related activities, programs, and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high unbelted and speed areas, high fatality/injury/crash areas, college/universities, factories, community events, etc. **Please limit to 350 words for the Problem Identification Summary**.

During the school year, Starkville hosts thousands of visitors for various reasons including college sporting events, concerts, business events and festivals. Estimated attendance at the annual Bulldog Bash is about 45,000 pre-covid. During the past years, additional bar and club establishments have been opened, and cold beer sales were approved. With the wide variety of the types of clubs, the nightlife in Starkville has grown exponetialy. In addition to festivals, concerts, and sporting events, Starkville has a ever-revolving population of students, ranging in ages 17-24. The increased number of residents and visitors along with extended club hours have increased the number of seat belt, child restriants and speeding citations consistently over the past years were students and parents are arriving for the first time in Starkville.

Prior to the full implementation of traffic assisted grants in the city, Starkville as well as the county saw between 5-10 fatalities on a yearly basis. Many of the serious injuries and fatalities throughout the nation are related directly to speeding and failure to wear safety belts, and the City of Starkville is no different in this aspect. When talking with those in the community it is obvious that the work done in relation to Speeding and Seat Belt usage is being taken seriously. These people comment a citation is most likely the outcome if seen by an officer on patrol in our city when in violation.

Starkville maintains a dedicated motorcycle unit for traffic enforcement. Two Motorcycles were purchased and after training two officers for this unit, they began to focus more on the problems related to traffic. Shortly following, this department began seeing a steady decline in collisions mainly in part by the efforts of these officers to stop violations of speeding and non seat belt usage, which also lead to the arrests of impaired drivers.

Proposed Target, Performance Measure and Strategies to be achieved during FY23:
See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Police Traffic Services (402 PT) - The traffic enforcement necessary to directly impact fatalities and injuries which includes all aspects of traffic enforcement in the combined areas of Occupant Protection, Child Restraint and Speed. Police Traffic Service programs will work the national priority program blitz campaign Click It or Ticket.

Please use 2019 fatality and injury crash data.

Target for Enforcement Project-Police Traffic Services (402PT): Please select "reduce or maintain".

The jurisdiction/agency will reduce the number of unbelted fatalities from __2__ in 2019 to __0__ by the end of 2023.

The jurisdiction/agency will (reduce or maintain) the number of unbelted injuries from __14_ in 2019 to __8__ by the end of 2023.

The jurisdiction/agency will maintain the number of speed fatalities from __0__ in 2019 to _0___ by the end of 2023.

The jurisdiction/agency will reduce the number of speed injuries from _12__ in 2019 to __7__ by the end of 2023.

Performance Measures for Enforcement Project: Continuation Projects should use 2021 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your "grant funded" citations at "0". **Please select "increase or maintain".**

Increase the number of grant funded Seatbelt citations from 36 in FY21 to 500 in FY23.

Increase the number of grant funded Child Restraint citations from 0 in FY21 to 15 in FY23.

Increase the number of grant funded Speed citations from 34 in FY21 to 130 in FY23.

Strategies for Project:

- Conduct at least 12 checkpoints during year. (Enforcement Only)

- Conduct at least 20 saturation patrols during year. (Enforcement Only)

FY23 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: **Chief Mark Ballard**	**Name of Project Director:** **Cpl. Christopher Jackson**
Phone Number: **662-323-4131**	**Phone Number:** **662-769-4425**
Email Address: **mballard@cityofstarkville.org**	**Email Address:** **c.jackson@cityofstarkville.org**

Name of Financial Manager: **Lesa Hardin**	**Name of Signatory Official:** **Lynn Spruill**
Phone Number: **662-323-2525**	**Phone Number:** **662-323-2525**
Email Address: **l.hardin@cityofstarkville.org**	**Email Address:** **l.spruill@cityofstarkville.org**

FY23 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY23: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY23 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The **Special Traffic Enforcement (STEP) Officer(s)** work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total:
Overtime for PTS Enforcement	100	$17.00(entry)	$25.50	680	$17,340

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
Total Fringe:			

FY23 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
Total Contractual Service Expense:		

FY23 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
Total Travel Expense:			

FY23 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to $5,000.00 requires one quote, over $5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY23: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Stalker Radar	4	$1,589.00	$6,356.00
Total Equipment Expense:			$6,356.00

FY23 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to $5,000.00 requires one quote, over $5,000.00 requires two quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY23 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY23 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY23 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.

STALKER radar
applied concepts, inc.
855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

QUOTE
#2058829

Date: 01/25/22

National Toll Free: 1-800- STALKER

Inside Sales Partner: Brooke Journet
+1-469-656-8011
brookej@stalkerradar.com

Reg Sales Mgr: Debbie Aull
+1-214-551-5538
aull@stalkerradar.com

Effective From : 01/25/2022 **Valid Through:** 04/25/2022 **Lead Time:** 30 working days

Bill To:	**Customer ID:** 108032	**Ship To:**	*FedEx Ground*
Starkville Police Dept 101 E Lampkin St Starkville, MS 39759-2944	Accounts Payable	Starkville Police Dept 101 E Lampkin St Starkville, MS 39759-2944	Officer Chris Jackson

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	805-0022-00	Dual - 2 Antenna Radar System	36	$1,589.00	$6,356.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	4	200-0998-40	Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered		$0.00
2	4	200-0996-30	Dual Modular Display,Bright LEDs		$0.00
3	8	200-1237-35	Dual Ka Antenna		$0.00
4	4	200-0920-00	Dual SL Remote Control w/Screw Latch		$0.00
5	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
6	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
7	4	200-0243-00	Counting/Display Tall Mount		$0.00
8	4	200-0244-00	Antenna Dash Mount		$0.00
9	4	200-0245-00	Antenna Tall Deck Mount		$0.00
10	4	200-0648-00	Display Sun Shield		$0.00
11	4	155-2591-04	4 Foot Antenna Cable, IP67		$0.00
12	4	155-2591-16	16 Foot Antenna Cable, IP67		$0.00
13	4	155-2058-00	Power Cable W/Cigarette Plug		$0.00
14	4	200-0820-00	Dual Manual Kit		$0.00
15	4	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
16	4	060-1000-36	36 Month Warranty		$0.00
				Group Total	$6,356.00

Product	$6,356.00
Discount	$0.00

Sub-Total:	$6,356.00
Sales Tax 0%	$0.00
Shipping & Handling:	$0.00
Total: USD	**$6,356.00**

Payment Terms: Net 30 days

001

Vehicle Information:
2021 Dodge Charger

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA DEPT: POLICE
AGENDA DATE: FEBRUARY 2, 2022
PAGE: 1 of 1

SUBJECT: Request approval for Corporal Parker Madeen to attend a 3-day Criminal Interdiction Workshop in Baton Rouge, LA February 1st through February 3, 2022 at a cost of $1,049.00 for hotel and course.

Relentless LLC d/b/a: Desert Snow	$ 649.00
Courtyard By Marriot	$ 400.00
	$1,049.00

AMOUNT & SOURCE OF FUNDING: $1,049.00

LINE ITEM POLICE TRAINING: 001-201-690-552

FISCAL NOTE:

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 Parker Madeen to attend a 3-day Criminal Interdiction Workshop in Baton Rouge, LA February 1st through February 3, 2022, at a cost of $1,049.00 for hotel and course.

MARK BALLARD
CHIEF OF POLICE

TELEPHONE
662-323-4131

STARKVILLE POLICE DEPARTMENT
101 E. LAMPKIN STREET, STARKVILLE, MS 39759

To: Chain of Command

From: P. Madeen ____ Cpl. Parker Madeen

Ref: Training Request

Date: December 20, 2021

To Chain of Command,

I, Corporal Madeen, am requesting the opportunity to attend one of the top tier Interdiction classes in the country. This class, offered by Desert Snow, will begin February 1st and continue through February 3rd. The class will be hosted in Baton Rouge, Louisiana.

This class is a very hands on class for interdiction and more specifically vehicle searches. This class will help build skill and efficiency, not only for myself but skills that can be taught to other members of this PD.

This class has a cost of $650.00. This price does not include housing.

with out of State Board Approval

Approve

Davis 5/5

Invoice

Relentless LLC dba Desert Snow

PO Box 1466
Libby, MT 59923
405-293-9800
46-5621875

Date	Invoice #
1/15/2022	10696

Bill To

Starkville PD
101 E Lampkin St
Starkville, MS 39759
(662) 323-4131
p.madeen@cityofstarkville.org

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	3 DAY CRIMINAL INTERDICTION WORKSHOP (HANDS-ON) - BATON ROUGE, LOUISIANA Feb. 1, 2022 to Feb. 3, 2022 (3 days) Parket Madeen	649.00	649.00

We accept credit cards by phone 405-293-9800

Phone	E-mail
406-293-6968 or 405-315-6068	conniedavid@desertsnow.com

Total $649.00

AGENDA ITEM NO:
AGENDA DATE: February 1, 2022
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to declare the Water Division 2003 GMC Sierra truck (#160), vin number ending in 6536 as surplus and to auction on govdeals and authorization to purchase an equivalent vehicle replacement from state contract.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval declare the Water Division 2003 GMC Sierra truck (#160), vin number ending in 6536 as surplus and to auction on govdeals and authorization to purchase an equivalent vehicle replacement from state contract.

AGENDA ITEM NO:
AGENDA DATE: **February 1, 2022**
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to purchase from state contract for audiovisual equipment from Howard Technologies for the operation's center addition training room in the amount of $24,255.00.

AMOUNT & SOURCE OF FUNDING: 2022

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 purchase from state contract for audiovisual equipment from Howard Technologies for the operations center addition training room in the amount of $24,255.00.

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com

Howard Computers
P.O. Box 1588
Laurel, MS 39441

HOWARD™ TECHNOLOGY SOLUTIONS

Online Quotation

Quote No:	JB13 1174850.00	**Quote Date:**	January 19, 2022
Customer Name:	Terry Kemp	**Phone Number:**	6623233133
Company Name:	Starkville Utilities	**Fax Number:**	
Quote Name:	EPL quote with Labor		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	**Accessories**			
1:	Crestron FP-G1-B-T **MPN:** FP-G1-B-T Contract(s): EPL 3760	2	**$6.00**	**$12.00**
2:	Newline 980 Wall Mount **MPN:** EPR8A50980-000 Contract(s): EPL 3760	1	**$293.00**	**$293.00**
3:	Crestron HD-RX-101-C-E **MPN:** HD-RX-101-C-E Contract(s): EPL 3760	1	**$188.00**	**$188.00**
4:	Crestron HD-TX-101-C-1G-E-B-T **MPN:** HD-TX-101-C-1G-E-B-T Contract(s): EPL 3760	1	**$215.00**	**$215.00**
5:	980NT 4K LED Display (No Touch) **MPN:** EPR7A098NT-000 Contract(s): EPL 3760	1	**$9,019.00**	**$9,019.00**
6:	Crestron HD-TXC-101-C-E **MPN:** HD-TXC-101-C-E Contract(s): EPL 3760	1	**$226.00**	**$226.00**
7:	Crestron HD-RXC-101-C-E **MPN:** HD-RXC-101-C-E Contract(s): EPL 3760	1	**$226.00**	**$226.00**
8:	Crestron CP4N **MPN:** CP4N Contract(s): EPL 3760	1	**$1,582.00**	**$1,582.00**
9:	Crestron TS-770-B-S **MPN:** TS-770-B-S Contract(s): EPL 3760	1	**$1,130.00**	**$1,130.00**
10:	Crestron DM-TX-4KZ-100-C-1G-B -T **MPN:** DM-TX-4KZ-100-C-1G-B-T Contract(s): EPL 3760	1	**$565.00**	**$565.00**
11:	OPP 13456 Installation per SOW **MPN:** OPP 13456 Install Contract(s): EPL 3760	94	**$90.00**	**$8,460.00**
12:	OPP 13456 Programming per SOW **MPN:** OPP 13456 Programming Contract(s): EPL 3760	16	**$125.00**	**$2,000.00**
13:	Crestron DM-CBL-8G-P-SP500 **MPN:** DM-CBL-8G-P-SP500 Contract(s): EPL 3760	1	**$339.00**	**$339.00**

Sub-Total:	**$24,255.00**
Shipping & Handling :	**$200.00**
Taxes:	**Tax Exempt**
Total for Item 1:	**$24,455.00**

This quote will expire February 18, 2022.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$24,255.00**
Shipping & Handling :	**$200.00**
Taxes:	**Tax Exempt**
Total:	**$24,455.00**

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at https://www.howardcomputers.com/support/warranties.cfm and https://www.howardcomputers.com/support/returnpolicy.cfm, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.