OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
February 15, 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

RECESS MEETING OF TUESDAY, FEBRUARY 15, 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 JANUARY 4, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 18, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 28, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: INTRODUCTIONS

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

FIFTH PUBLIC HEARING AND CONSIDERATION OF AMENDING SECTION 3, 17, AND 18 OF THE UNIFIED DEVELOPMENT CODE WITH THE ADDITION OF THE RENTAL HOUSING CODE

FIRST PUBLIC HEARING ON AMENDING THE UNIFIED DEVELOPMENT CODE SECTION 14.7 SIGNS

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE KIMLEY-HORN PROPOSAL FOR THE MAIN STREET REDESIGN AND REDEVELOPMENT PROJECT.

B. CONSIDERATION OF THE RESOLUTION SPECIFYING THE STORM WATER, WATER AND SEWER INFRASTRUCTURE PROJECTS REQUESTED FOR MATCHING FUNDS FROM THE STATE OF MISSISSIPPI AMERICAN RECOVERY PLAN ACT (ARPA).

C. CONSIDERATION TO AUTHORIZE 8 YOUTH AND 2 COORDINATORS TO ATTEND THE STATEWIDE YOUTH LEADERSHIP SUMMIT, FEBRUARY 25 AND 26, 2022, WITH ADVANCE TRAVEL.

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

X. <u>BOARD BUSINESS</u>

A. CONSIDERATION OF ACCEPTING THE LOWER QUOTE OF $9,500.00 FROM EAGLE CONSTRUCTION FOR PROFESSIONAL SERVICES OF ASBESTOS REMOVAL AT BUILDING #5 BROOKVILLE GARDENS.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF ADOPTING AN UPDATED DEVELOPMENT FEE SCHEDULE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE OFF-CORRIDOR ELECTRIC PROJECT AS PART OF THE BUILD PROJECT AS SOON AS AUTHORIZATION IS PROVIDED BY MDOT AND FHWA.

2. CONSIDERATION OF APPROVING SUPPLEMENTAL AGREEMENT #1 WITH NEEL SCHAFFER IN THE AMOUNT OF $3,403.57 TO INCLUDE ADDITIONAL DESIGN SERVICES: SIDEWALK AND ACCESS DRIVEWAY DESIGN- ADDITIVE ALTERNATES 1 & 2.

3. CONSIDERATION OF APPROVAL OF THE REVISED BUILD GRANT AGREEMENT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE FINAL VERSION AFTER APPROVAL FROM FHWA AND MDOT.

4. CONSIDERATION OF APPROVING AN ENGINEERING SERVICES AGREEMENT WITH ATWELL AND GENT TO PROVIDE DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THREE TRAFFIC SIGNALS ON LOUISVILLE STREET AS PART OF THE CAPITAL IMPROVEMENT PLAN.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 8, 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. ACCEPTANCE OF JANUARY 2022 FINANCIAL STATEMENTS.

3. APPROVAL OF FISCAL YEAR 2022 BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE COURTNEY COCHRAN AS A PROGRAM COORDINATOR/ INTERN FOR KEEP STARKVILLE BEAUTIFUL IN THE PLANNING DEPARTMENT.

2. REQUEST AUTHORIZATION TO CLASSIFY ALLEN PEPPER AS A MAINTENANCE SUPERVISOR IN THE STARKVILLE AIRPORT DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE STEPHEN BOREN AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE BAILEY WOFFORD AS AN ENGINEERING ASSOCIATE IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE JOE DANTZLER AND JEREMY HAIRSTON AS DRIVERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE DAVID GERMAN AS AN GIS COORDINATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE AUTHORIZATION FOR THE MAYOR TO APPROVE IMPROVEMENTS TO THE SPORTSPLEX BATHROOMS AND CONCESSIONS WITH A NOT TO EXCEED AMOUNT OF $115,000.00.

J. POLICE DEPARTMENT

1. POLICE

   THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

   a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 200 CURTIS CIRCLE (PARCEL #: 102C-00-147.00) IS A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE A KNUCKLEBOOM LOADER FROM THE BEST BID OF $189,750.00 FROM SANSOM EQUIPMENT DUE TO A QUICKER DELIVERY TIME, FAMILIARITY, AND MEETING ALL SPECIFICATIONS REQUESTED AND TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT CHANGE ORDER NUMBER 2 TO FINALIZE THE WASTEWATER BIOSOLID'S IMPROVEMENT PROJECT AND TO SUBMIT FINAL PAYMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE ELECTRIC DIVISION RIGHT OF WAY CLEARING SERVICE CONTRACTS.

3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER #8 FROM GARVER, LLC UNDER THEIR PROFESSIONAL SERVICE AGREEMENT FOR VARIOUS WATER AND SEWER ENGINEERING SUPPORT.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM HOWARD FOR ADDITIONAL AUDIOVISUAL EQUIPMENT FOR THE OPERATION'S CENTER ADDITION TRAINING ROOM IN THE AMOUNT

OF $26,107.00.

5. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO RENEW THE PROFESSIONAL SERVICE AGREEMENT WITH NARRATIVE 12 FOR COMMUNICATION SERVICES.

6. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FOR THE CONSTRUCTION OF THE BABYLON RD SANITARY SEWER IMPROVEMENT PROJECT FROM___________ IN THE AMOUNT OF $_______________.

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

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

SALE OF PROPERTY

POTENTIAL LITIGATION

XV. <u>OPEN SESSION</u>

XVI. <u>ADJOURN UNTIL MARCH 1, 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.

AGENDA ITEM: MINUTES

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 2-15-22

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 72

SUBJECT: Request approval of the minutes of the January 4, 2022 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 January 4, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
January 4, 2022

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on January 4, 2022 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda. There being none, the Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the January 4, 2022 Official Agenda. 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. Aldermen Ben Carver arrived.

OFFICIAL AGENDA OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGULAR MEETING OF TUESDAY, JANUARY 4, 2022 5:30 P.M., COURT ROOM, CITY HALL 110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE DECEMBER 7, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

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

IX. MAYOR'S BUSINESS

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

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

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

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

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

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

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

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 28, 2021 FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

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

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CHAYNH HORNBURGER AS A PART-TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

2. REQUEST APPROVAL OF THE PROMOTION OF LEVI THOMPSON TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE JERRY USSHER AS A WATER OPERATIONS MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE DYLAN WHITE AS AN AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.

H. INFORMATION TECHNOLOGY

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

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

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

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR JANUARY 1, 2022 THROUGH JUNE 30, 2022 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – ELECTRIC DIVISION AND WATER DIVISION.

2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK 1,2, AND 3 FOR MAIN STREET AND LAMPKIN STREET WATER MAIN AND SANITARY SEWER IMPROVEMENTS PROFESSIONAL ENGINEERING SERVICES WITH KIMLEY HORN FOR LUMP SUM FEE OF $187,500.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL JANUARY 18, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 16:

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the December 7, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the December 17, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of hiring of Christopher Smiley as a Sanitation Director in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the "approval to accept the FAA Airport Rescue Grant Offer, Grant No. 3-28-0068-027-2022 in the Amount of $59,000" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the "approval of a request for acknowledgement by the City of Starkville that TEP Starkville, LLC be allowed to construct an access road into TEP Starkville, LLC's property having Parcel ID#'s of 117-25-021.00 and 117F-00-001.00" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the "approval of Change Order #3 in the amount of $169,100.00 for the Sportsplex parking lot for the asphalt alternate" is enumerated, this consent item is thereby approved. A copy of the Change Order follows this page.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the "approval of permission for Fire Chief Yarbrough to attend the Southeastern Association of Fire Chief's Symposium in Atlanta, GA on January 13-15, 2022, at no cost other than use of a city owned vehicle" is enumerated, this consent item is thereby approved.

9. AUTHORIZATION TO HIRE CHAYNH HORNBURGER AS A PART-TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the "approval to hire Chaynh Hornburger as a part-time Deputy Municipal Court Clerk" is enumerated, this consent item is thereby approved.

10. AUTHORIZATION OF THE PROMOTION OF LEVI THOMPSON TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the "approval of the promotion of Levi Thompson to the rank of Sergeant in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

Change Order

No. 3

Date of Issuance: 1/4/22 Effective Date: 1/4/22

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

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

Description:

Addition of Alternate B2.2 to contract

Reason for Change Order: City decided to add this alternate to contract after rejecting bids for asphalt pavement.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Estimated Contract Price: $851,300.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 1/5/22 Ready for final payment (days or date): 1/5/22
Increase from previously approved Contract to No. 3: $8,736.74	Increase from previously approved Change Orders to No. 3: Substantial completion (days): 7 Ready for final payment (days): 7
Contract Price prior to this Change Order: $860,036.74	Contract Times prior to this Change Order: Substantial completion (days or date): 1/12/22 Ready for final payment (days or date): 1/12/22
Increase of this Change Order: $169,100.00	Increase of this Change Order: Substantial completion (days or date): 1/22/22 Ready for final payment (days or date): 1/22/22
Contract Price incorporating Change Order: $1,029,136.74	Contract Times with all approved Change Orders: Substantial completion (days or date): 1/22/22 Ready for final payment (days or date): 1/22/22

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Mary Williams	By: [signature]	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 1-4-22	Date: 1.04.2022	Date: 1/13/2022
	Mayor	

11. CONSIDERATION TO HIRE JERRY USSHER AS A WATER OPERATIONS MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Jerry Ussher as a Water Operations Manager in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE DYLAN WHITE AS AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Dylan White as an Airport Operations Manager in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a license and services agreement between Tyler Technologies and the City of Starkville for Brazos eCitation software” is enumerated, this consent item is thereby approved. A copy of the agreement follows this page.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Corporal Garrett Mittan and Corporal Dylan Peden to attend Basic Undercover Operations class located in Nashville, Tennessee January 9th through 13th with costs not to exceed $600 each” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR JANUARY 1, 2022 THROUGH JUNE 30, 2022 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – ELECTRIC DIVISION AND WATER DIVISION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best bids received for January 1, 2022 through June 30, 2022 source of supply listing for Starkville Utilities – Electric Division and Water Division" is enumerated, this consent item is thereby approved. A copy of the bids follows this page.

16. CONSIDERATION FOR STARKVILLE UTILITIES TO INITIATE TASK 1,2, AND 3 FOR MAIN STREET AND LAMPKIN STREET WATER MAIN AND SANITARY SEWER IMPROVEMENTS PROFESSIONAL ENGINEERING SERVICES WITH KIMLEY HORN FOR LUMP SUM FEE OF $187,500.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the January 4, 2022 Official Agenda, and to accept items for consent, whereby the "approval for Starkville Utilities to initiate Task 1,2, and 3 for Main Street and Lampkin Street water main and sanitary Sewer Improvements professional Engineering Services with Kimley Horn for lump sum fee of $187,500" is enumerated, this consent item is thereby approved. A copy of the agreement follows the Utility bids.

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Starkville, Mississippi.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. You may add additional licenses at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the

Investment Summary, or those twelve (12) months have expired, you may purchase additional licenses at our then-current list price, also by executing a mutually agreed addendum.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.

7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

2. If you have opted not to purchase ongoing maintenance and support services for the Tyler Software or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

    (i) receive the lowest priority under our Support Call Process;
    (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
    (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
    (iv) be charged for a minimum of two (2) hours of support services for every support call; and

(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate,

direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will engage a third party service provider in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. The fees contained in the Investment Summary are subject to annual increases. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.

2. Hosting Services are provided on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all the fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you,

then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).

   1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3).

   1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

   1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the

Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>General Indemnification</u>.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. <u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-

CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Service Level Agreement
	Schedule 2: Support Call Process
Exhibit D	Statement of Work

[*REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.

By: Sherry Clark
Sherry Clark (Jan 14, 2022 14:19 CST)

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: Jan 14, 2022

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

CITY OF STARKVILLE, MISSISSIPPI

By: [signature]

Name: D. Lynn Spruill

Title: Mayor

Date: 1-04-2022

Address for Notices:
City of Starkville, Mississippi
101 E Lampkin Street
Starkville, MS 39759
Attention: ______________________

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK tyler technologies

INVESTMENT SUMMARY

Tyler Software	$ 38,757
Services	$ 25,500
Third-Party Products	$ 0
Other Cost	$ 0
Travel	$ 1,500
Total One-Time Cost	$ 65,757
Annual Recurring Fees/SaaS	$ 3,014
Tyler Software Maintenance	$ 9,043

Quoted By:	Mark Lepley
Quote Expiration:	1/8/22
Quote Name:	Brazos eCitation (50 laptops and 2 tablets)

Sales Quotation For:
City of Starkville
101 E Lampkin St
Starkville, MS 39759-2944
Phone: +1 (662) 323-2525

Shipping Address:
City of Starkville
101 E Lampkin St

Tyler Software

Description		License	Discount	License Total	Year One Maintenance
Brazos					
Interface					
Interface: Incode Public Safety Records Mgmt System		$ 0	$ 0	$ 0	$ 0
Device Level Interface for Incode Public Safety Mobile		$ 0	$ 0	$ 0	$ 0
Interface: Tyler Incode Court Case Mgmt System		$ 0	$ 0	$ 0	$ 0
	Total	$ 0	$ 0	$ 0	$ 0
License					
REF License - MDC or TABLET [52]		$ 39,000	$ 3,900	$ 35,100	$ 8,190
	Total	$ 39,000	$ 3,900	$ 35,100	$ 8,190
Task					
Task: Code Enforcement		$ 4,063	$ 406	$ 3,657	$ 853
	Total	$ 4,063	$ 406	$ 3,657	$ 853
	TOTAL	**$ 43,063**	**$ 4,306**	**$ 38,757**	**$ 9,043**

Annual / SaaS

Description		Quantity	Fee	Discount	Annual
Brazos					
Hosting Fee					
Brazos Hosting Fee		1	$ 3,014	$ 0	$ 3,014
	TOTAL				**$ 3,014**

Services

Description		Quantity	Unit Price	Discount	Total	Maintenance
Brazos						
Training		1	$ 3,000	$ 0	$ 3,000	$ 0
Set-Up & Configuration for hardware platform - TABLETS		1	$ 2,500	$ 0	$ 2,500	$ 0
Set Up Fees - Third Party Hardware		50	$ 50	$ 0	$ 2,500	$ 0
Set Up & Config		1	$ 14,500	$ 0	$ 14,500	$ 0
Brazos Project Management		1	$ 3,000	$ 0	$ 3,000	$ 0
	TOTAL				**$ 25,500**	**$ 0**

Item Description	LOW BID		1st Alternate		2nd Alternate	
Cross Arms and Equipment Brackets						
F'glass 15° Vertical Single Phase Pin Ins Bracket						
2" x 18" Maclean G1HDA118DV1 or Hughes CF830A-18 or Chance 1SBH18V1 or Eq.	Stuart C. Irby	$56.26	GRESCO Utility Supply, Inc.	$76.65	Anixter Inc. / WESCO	$78.40
F'glass Vertical Two Phase Pin Ins Bracket						
2" x 48" Maclean G2HDA248DV1, Chance 2SBH48VV1 or Hughes CF861A-48 or Eq.	Stuart C. Irby	$127.13	GRESCO Utility Supply, Inc.	$133.00	Anixter Inc. / WESCO	$137.00
Wooden Cross Arms						
3 3/4" x 4 3/4" x 8 ft.	GRESCO Utility Supply, Inc.	$54.00	Stuart C. Irby	$57.23	Border States	$58.00
3 3/4" x 4 3/4" x 10 ft.	GRESCO Utility Supply, Inc.	$68.00	Stuart C. Irby	$71.06	Border States	$72.95
Braceless Deadend Crossarm Assemblies						
5 ft. Pupi Deadend Assembly, 12 Inch Pole Space, Double Guy Attachment, 2000 Series Beam, Eye Nuts Front and Back Side, 2 Deadend Drilled Positions, Gray Color, Pupi Part # DA2000-060-E2-SPX2 Only.	Anixter Inc. / WESCO	$127.00	Border States	$183.50	Stuart C. Irby	$216.25
8 ft. Pupi Deadend Assembly, 12 Inch Pole Space, Double Guy Attachment, 2500 Series Beam, Eye Nuts Front and Back Side, 2 Deadend Drilled Positions, Gray Color, Pupi Part # DA2500-096-E3-B7X2 Only.	Anixter Inc. / WESCO	$185.00	Border States	$277.65	Stuart C. Irby	$284.64
10 ft. Pupi Deadend Assembly, 12 Inch Pole Space, Double Guy Attachment, 3000 Series Beam, Eye Nuts Front and Back Side, 4 Deadend Drilled Positions, Gray Color, Pupi Part # DA3000-120-E4-B9X2 Only.	Anixter Inc. / WESCO	$225.00	Border States	$365.90	Stuart C. Irby	$386.75
Braceless Tangent Arms						
5 ft. Pupi Tangent Crossarm, 8-10-12 Inch Pole Space, 3000 Beam Series, REA 04 Drill Spec, Gray, Part # TB2000-060-SPX2 or Eq.	GRESCO Utility Supply, Inc.	$112.00	Anixter Inc. / WESCO	$116.50	Stuart C. Irby	$124.96
8 ft. Pupi Tangent Crossarm, 8-10-12 Inch Pole Space, 3000 Beam Series, REA 04 Drill Spec, Gray, Part # TB3000-096-04X2 or Eq.	Anixter Inc. / WESCO	$33.40	GRESCO Utility Supply, Inc.	$169.00	Stuart C. Irby	$189.40
10 ft. Pupi Tangent Crossarm, 8-10-12 Inch Pole Space, 3000 Beam Series, REA 05 Drill Spec, Gray, Part # TB3000-120-05X2 or Eq.	Stuart C. Irby	$228.82	Border States	$251.16	GRESCO Utility Supply, Inc.	$291.00
0° Three Phase Cutout/Arrestor Bracket						
Fiberglass 0 degree 3-phase cutout/arrester bracket. Maclean G3MA024818DCB, Hughes CF670-48-18 or Hubbell 3SBM4818CTB or Eq.	GRESCO Utility Supply, Inc.	$86.00	Stuart C. Irby	$117.40	Border States	$233.76
0° Single Phase Cutout/Arrestor Bracket						
Fiberglass 0 degree 1-phase cutout/arrester bracket. Maclean G1MA0118DCB, Hughes CF667B-18, Aluma-Form F1CA-MV-H18-S1-H or Hubbell 1SBM18CTB or Eq.	GRESCO Utility Supply, Inc.	$29.00	Stuart C. Irby	$32.35	Border States	$68.76
Cross Strap for Cutout/Arrestor Bracket						
Cross Strap for Cutout/Arrestor Bracket. Chance C2060190, Hughes CF759 or Eq.	Border States	$19.92	Stuart C. Irby	$21.47	NO	BID
Primary / Secondary Hardware						
Aluminum Straight Line Spring-Loaded D.E. Clamp, Type ADEZ, Anderson or Eq.						
ADEZ-70-N 4 to 4/0 ACSR	Stuart C. Irby	$14.87	Border States	$15.12	GRESCO Utility Supply, Inc.	$19.55
ADEZ-116-N 336.4 to 954 ACSR	Anixter Inc. / WESCO	$23.87	Border States	$24.20	Stuart C. Irby	$26.94
Aluminum Angle Suspension Clamp, Anderson or Eq.						
AAC - 301 0.198 to 0.732 in.	GRESCO Utility Supply, Inc.	$11.50	Stuart C. Irby	$12.25	Anixter Inc. / WESCO	$12.30
HAS - 118 - C 0.70 to 1.18 in.	Anixter Inc. / WESCO	$33.65	Stuart C. Irby	$36.45	GRESCO Utility Supply, Inc.	$39.00
Aluminum Mechanical Stirrup, Type AHLS, Anderson, Richards or Eq.						
AHLS - 024019 - E or HLAS-4/0 (4 to 4/0 ACSR)	Anixter Inc. / WESCO	$16.20	GRESCO Utility Supply, Inc.	$17.00	Border States	$20.42
AHLS-954022-E or ASC-1000 (336.4 to 954 ACSR)	GRESCO Utility Supply, Inc.	$43.00	Anixter Inc. / WESCO	$50.75	Border States	$52.28
Bronze Hot Line Clamp, Anderson, Richards or Eq.						
BC - 2/0 or BHLC-100 0.128 to 0.414 in.	GRESCO Utility Supply, Inc.	$7.75	Stuart C. Irby	$10.16	Anixter Inc. / WESCO	$10.70
Aluminum Hot Line Clamp, Anderson, Richards or Eq.						
S1530AGP or AHLC300TN 0.157 to 0.905 in.	Stuart C. Irby	$14.81	Anixter Inc. / WESCO	$14.85	Border States	$15.91
S1545AGP 0.939 to 1.490 in.	GRESCO Utility Supply, Inc.	$46.00	Stuart C. Irby	$49.16	Border States	$50.65
Clevis Type Suspension Insulators, Porcelain Products or Eq.						
ANSI Class 52-9A. Lapp 6815-70E or RUS Approved EQ.	Stuart C. Irby	$10.89	Border States	$13.26	NO	BID
Silicone Rubber Insulators						
Distribution Deadend Insulator, Silicone Housing with Fiberglass Core. 35 kV. ANSI 52-4 Clevis and Tongue End Fittings. Maclean Power Systems DS-35M, OR ALUMA-FORM DEI-35, or RUS Approved Equivalent. Housing Must be Silicone Rubber -- NO EPDM.	TransArmour Power	$13.80	GRESCO Utility Supply, Inc.	$15.85	Anixter Inc. / WESCO	$17.20
Pin Insulators, F Neck, 1" Thread 15KV, ANSI Class 55-4.						
ANSI Class 55-4. NGK-Locke Cat # HRAP - 175, Porcelain Products Cat # 366-S or RUS Approved Eq.	Stuart C. Irby	$3.92	GRESCO Utility Supply, Inc.	$5.60	Border States	$12.39
Transformer Mounting Bracket, Chance or Eq.						
Chance Cat # DT6C1	GRESCO Utility Supply, Inc.	$190.00	Anixter Inc. / WESCO	$198.20	Stuart C. Irby	$206.07
Chance Cat # DT7C1	Border States	$276.39	GRESCO Utility Supply, Inc.	$350.00	Anixter Inc. / WESCO	$361.75
Conduit Standoff Brackets						
Pelco Cat # SP-6060-12-PNC	NO	BID	NO	BID	NO	BID
Pelco Cat # SP-6060-24-PNC	NO	BID	NO	BID	NO	BID
Aluma-Form # 9-CSO-12	GRESCO Utility Supply, Inc.	$40.95	Anixter Inc. / WESCO	$43.40	Stuart C. Irby	$45.88
Aluma-Form # 9-CSO-24	GRESCO Utility Supply, Inc.	$44.85	Anixter Inc. / WESCO	$47.40	Stuart C. Irby	$50.24
Conduit Strap Kits, Chance or Eq.						
Cat # CSTK - 2; 2 inch strap	GRESCO Utility Supply, Inc.	$4.40	Anixter Inc. / WESCO	$4.65	Stuart C. Irby	$4.92
Cat # CSTK - 3; 3 inch strap	GRESCO Utility Supply, Inc.	$5.20	Anixter Inc. / WESCO	$5.48	Stuart C. Irby	$5.81
Cat # CSTK - 4; 4 inch strap	GRESCO Utility Supply, Inc.	$5.55	Anixter Inc. / WESCO	$5.85	Stuart C. Irby	$6.19
Cat # CSTK - 6; 6 inch strap	GRESCO Utility Supply, Inc.	$8.60	Anixter Inc. / WESCO	$9.07	Stuart C. Irby	$9.61

Item Description	LOW BID		1st Alternate		2nd Alternate	
General Use Bronze Connectors						
Anderson/Fargo Vise Type Ground Clamp, Cat # GC - 207	Stuart C. Irby	$5.72	GRESCO Utility Supply, Inc.	$7.50	Border States	$8.14
Anderson/Fargo Bronze Parallel Groove Clamp, Cat # LC - 1602 or Dossert CU40-17	GRESCO Utility Supply, Inc.	$17.15	Stuart C. Irby	$22.76	Border States	$32.36
Anderson/Fargo Bronze Terminal, 2-Hole Flat to Cable 1/0 - 500 Range. Cat # SWL - 050 - B2 or Dossert TCV50-2N	Stuart C. Irby	$41.27	Border States	$43.77	GRESCO Utility Supply, Inc.	$46.00
Anderson/Fargo Bronze Terminal with 90 Degree Angle, 2-Hole Flat to Cable 1/0 - 500 Range. Cat # SWL - 050 - B2-Y90 or Dossert TCVA50-2N-90.	Stuart C. Irby	$70.17	GRESCO Utility Supply, Inc.	$72.90	Border States	$80.21
Aluminum Overhead Line Automatic Splice, Full Tension, MaClean VIP or Hubbell Surefit Only						
4 – 2 ACSR - MACLEAN #7652AP-VIP OR HPS GLSF4042A	GRESCO Utility Supply, Inc.	$6.15	Anixter Inc. / WESCO	$7.45	Border States	$10.29
1/0 ACSR - MACLEAN #7653-VIP OR HPS GLSF4076A	Anixter Inc. / WESCO	$8.10	GRESCO Utility Supply, Inc.	$8.55	Stuart C. Irby	$8.75
3/0 – 4/0 ACSR - MACLEAN #7656AP-VIP OR HPS GLSF4098	Anixter Inc. / WESCO	$18.25	GRESCO Utility Supply, Inc.	$19.15	Stuart C. Irby	$19.76
336.4 KCMIL ACSR - MACLEAN #7658AP-VIP OR HPS GLSF411	GRESCO Utility Supply, Inc.	$23.50	Stuart C. Irby	$24.94	Border States	$32.48
477 KCMIL ACSR - MACLEAN #7659-VIP OR HPS GLSF413	Anixter Inc. / WESCO	$25.80	GRESCO Utility Supply, Inc.	$26.40	Stuart C. Irby	$27.96
Ampact Aluminum Taps for ACSR; Ampact Brand Only.						
795 - 795 #602121	Stuart C. Irby	$38.07	GRESCO Utility Supply, Inc.	$62.99	Anixter Inc. / WESCO	$64.45
795 - 336.4 #-602121-6	Stuart C. Irby	$30.77	GRESCO Utility Supply, Inc.	$61.60	Anixter Inc. / WESCO	$63.00
477 - 477 #1-602031-3	Stuart C. Irby	$15.78	GRESCO Utility Supply, Inc.	$29.07	Anixter Inc. / WESCO	$29.75
477 - 336.4 #1-602031-4	Stuart C. Irby	$15.78	GRESCO Utility Supply, Inc.	$29.67	Anixter Inc. / WESCO	$30.35
477 - 4/0 #1-602031-6	Stuart C. Irby	$15.78	GRESCO Utility Supply, Inc.	$29.67	Anixter Inc. / WESCO	$30.35
477 - 1/0 #602031-9	Stuart C. Irby	$17.40	GRESCO Utility Supply, Inc.	$23.73	Anixter Inc. / WESCO	$30.35
336.4 - 336.4 #602007	Stuart C. Irby	$15.46	GRESCO Utility Supply, Inc.	$23.73	Anixter Inc. / WESCO	$24.30
336.4 - 4/0 #602004	Stuart C. Irby	$15.89	GRESCO Utility Supply, Inc.	$23.73	Anixter Inc. / WESCO	$24.30
336.4 - 1/0 #602001	Stuart C. Irby	$15.46	GRESCO Utility Supply, Inc.	$23.73	Anixter Inc. / WESCO	$24.30
336.4 - 2/0 #602002	GRESCO Utility Supply, Inc.	$23.73	Anixter Inc. / WESCO	$24.30	Stuart C. Irby	$33.73
336.4 - 1/0 Copper #602001	Stuart C. Irby	$15.46	GRESCO Utility Supply, Inc.	$23.73	Anixter Inc. / WESCO	$24.30
4/0 - 4/0 #600466	Stuart C. Irby	$3.73	GRESCO Utility Supply, Inc.	$4.71	Anixter Inc. / WESCO	$4.82
4/0 - 1/0 #600458	Stuart C. Irby	$3.71	GRESCO Utility Supply, Inc.	$4.71	Anixter Inc. / WESCO	$4.82
1/0 - 1/0 #600403	Stuart C. Irby	$3.73	GRESCO Utility Supply, Inc.	$4.71	Anixter Inc. / WESCO	$4.82
4/0 - #2 #600411	Stuart C. Irby	$3.73	GRESCO Utility Supply, Inc.	$4.71	Anixter Inc. / WESCO	$4.82
Shells, Yellow	Stuart C. Irby	$1.57	GRESCO Utility Supply, Inc.	$2.80	Anixter Inc. / WESCO	$2.87
Shells, Blue	Stuart C. Irby	$1.57	GRESCO Utility Supply, Inc.	$2.80	Anixter Inc. / WESCO	$2.87
Burndy Dieless Hypress Range Taking Conn & Accessories						
Hylug Type YA-A Uninsulated Compression Terminal. Cat# YA2CA9 Only	Stuart C. Irby	$6.86	Anixter Inc. / WESCO	$6.98	Border States	$7.65
Hylug Type YA-A Uninsulated Compression Terminal. Cat# YA28A5 Only	Stuart C. Irby	$8.11	Anixter Inc. / WESCO	$8.27	Border States	$9.09
Hylug Type YA-A Uninsulated Compression Terminal. Cat# YA34A3 Only	Stuart C. Irby	$22.67	Anixter Inc. / WESCO	$23.15	Border States	$25.43
Hylug Type YA-A Uninsulated Compression Terminal. Cat# YA39A5 Only	Stuart C. Irby	$18.66	Anixter Inc. / WESCO	$19.00	Border States	$20.90
Hylug Type YA-A Uninsulated Compression Terminal. Cat# YA44A3 Only	Stuart C. Irby	$30.76	Anixter Inc. / WESCO	$31.35	Border States	$34.45
Hyllink Uninsulated Compression Splice. Cat# YS2CA1 Only	Stuart C. Irby	$3.29	Anixter Inc. / WESCO	$3.35	Border States	$3.68
Hylink Uninsulated Compression Splice. Cat# YS28A1 Only	Stuart C. Irby	$7.27	Anixter Inc. / WESCO	$7.40	Border States	$8.14
Hylink Uninsulated Compression Splice. Cat# YS34A1 Only	Stuart C. Irby	$11.57	Anixter Inc. / WESCO	$11.80	Border States	$12.98
Hylink Uninsulated Compression Splice. Cat# YS39A1 Only	Stuart C. Irby	$27.37	Anixter Inc. / WESCO	$27.90	Border States	$30.68
Hylink Uninsulated Compression Splice. Cat# YS44A1 Only	Stuart C. Irby	$30.30	Anixter Inc. / WESCO	$30.90	Border States	$33.95
Hystack Terminal Stacking Adapter. Cat# ASA250U Only	Stuart C. Irby	$9.04	Border States	$9.36	NO	BID
Hystack Terminal Stacking Adapter. Cat# ASA800U Only	Stuart C. Irby	$5.14	Anixter Inc. / WESCO	$5.25	Border States	$5.36
Hystack Terminal Stacking Adapter. Cat# ASA1000U Only	Stuart C. Irby	$13.45	Border States	$13.95	NO	BID
Hyplug Pin Terminal. Cat# AYP2 Only	Border States	$5.85	Stuart C. Irby	$5.93	Anixter Inc. / WESCO	$6.05
Hyplug Pin Terminal. Cat# AYPO4/0 Only	Stuart C. Irby	$14.95	Anixter Inc. / WESCO	$15.25	Border States	$15.66
Hyplug Pin Terminal. Cat# AYPO500 Only	Border States	$20.04	Stuart C. Irby	$21.87	Anixter Inc. / WESCO	$22.30
Hyplug Pin Terminal. Cat# AYP750 Only	Anixter Inc. / WESCO	$33.50	Border States	$34.41	Stuart C. Irby	$35.24
URD Transformer Secondary Connector						
Universal Stud Mount Disconnectable Secondary Connector, Accepts both 5/8" and 1" Transformer Studs, #12-350MCM Conductor, Homac Part #ZVW4023EZSL. Homac Only.	NO	BID	NO	BID	NO	BID
Pole Top Pin						
Pole Top Pin, 20 Inch, 1 Inch Insulator Nylon Threads, Joslyn Cat #J740Z, Hubbell Cat # 2199P, or EQ.	TransArmour Power	$7.01	GRESCO Utility Supply, Inc.	$12.20	Anixter Inc. / WESCO	$13.27
Ridge Pin, (Pole Top Pin), Fiberglass, 1 Inch Insulator. Chance RPH211 OR Joslyn 7781-621 or Eq.	GRESCO Utility Supply, Inc.	$65.00	Stuart C. Irby	$72.60	Border States	$79.44
Pole Banding Systems						
ALUMNA-FORM BOLT-A-BAND STANDARD LENGTH SINGLE BAND, 5/8" HARDWARE, 72" LENGTH PART #BAB-5872 ONLY.	GRESCO Utility Supply, Inc.	$44.40	Anixter Inc. / WESCO	$46.95	Stuart C. Irby	$49.75
ALUMNA-FORM BOLT-A-BAND STANDARD LENGTH DOUBLE BAND, 5/8" HARDWARE, 72" LENGTH PART #BAB-5872-2 ONLY	GRESCO Utility Supply, Inc.	$54.80	Anixter Inc. / WESCO	$57.95	Stuart C. Irby	$61.41
All Purpose Mounting Bracket						
Aluma-Form All Purpose Mounting Bracket, Heavy-Cuty Mount with Grade 5, 5/8 x 3 Bolt. Part HDBB-1511-H3H Only.	GRESCO Utility Supply, Inc.	$14.40	Anixter Inc. / WESCO	$15.25	Stuart C. Irby	$16.16

Item Description	LOW BID		1st Alternate		2nd Alternate	
Guy Wire And Related Equipment						
Fibrglass Guy Strain Insulator, 15,000 Lb or Greater.						
Maclean Cat # GCTE - 15 -144, Hubbell GS16144CP or Aluma-Form FGS16-144CT	TransArmour Power	$18.83	Stuart C. Irby	$34.24	GRESCO Utility Supply, Inc.	$34.75
Maclean Cat # GCTE - 15 -12, Hubbell GS16012CP or Aluma-Form FGS16-12CT.	Anixter Inc. / WESCO	$11.90	GRESCO Utility Supply, Inc.	$12.10	Stuart C. Irby	$13.57
Anchor Helix Assembly						
Single Helix 10 in Diameter for 3/4 in Rod, 1-3/8 in Core. Chance Cat # E1021633 or MacLean MDS-D104-6.	TransArmour Power	$30.28	GRESCO Utility Supply, Inc.	$42.00	Anixter Inc. / WESCO	$43.35
Twin Helix 10 in Diameter for 3/4 in Rod, 1-3/8 in Core. Chance Cat # E1021637 or MacLean MDSD104-2-6.	TransArmour Power	$55.65	GRESCO Utility Supply, Inc.	$97.15	Anixter Inc. / WESCO	$98.10
Chance Pisa or MacLean, 3/4 In. X 7 ft. Rod & Twineye Nut. Chance Cat # E1020044 or MacLean MDS D75D.	TransArmour Power	$23.90	Anixter Inc. / WESCO	$25.55	GRESCO Utility Supply, Inc.	$27.25
Bust Expanding Anchor						
Chance Bust Expanding Anchor, Galvanized. Cat # 88135G.	Anixter Inc. / WESCO	$31.65	GRESCO Utility Supply, Inc.	$37.95	Border States	$58.75
Chance Galvanized Bust Anchor Rod 3/4 in. X 8 ft. with Twineye Adapter. Cat # 5358	Anixter Inc. / WESCO	$29.30	GRESCO Utility Supply, Inc.	$42.00	Stuart C. Irby	$42.40
Guy Wire, Galvanized Steel						
3/8 Siemens Martin Grade, Coils per FT	Stuart C. Irby	$0.52	GRESCO Utility Supply, Inc.	$0.55	Border States	$0.60
7/16 High Strength Grade, Coils per FT	Stuart C. Irby	$0.77	GRESCO Utility Supply, Inc.	$0.84	Border States	$0.96
Banded Guy Attachment with Clevis						
Aluma-Form heavy Duty Banded Guy Attachment with Clevis. Part BGA-S20 Only.	GRESCO Utility Supply, Inc.	$88.35	Anixter Inc. / WESCO	$93.40	Stuart C. Irby	$98.99
Conductor & Comminications Cable						
#6 Duplex, Shepherd, 600 Volt, 90 Degree C Operation. Packaged in Coils. Per FT.	Border States	$0.35	NO	BID	NO	BID
#4 Triplex, Periwinkle, 600 Volt, 90 Degree C Operation. Packaged in Coils. Per FT.	Border States	$0.73	NO	BID	NO	BID
#1/0 Triplex, Neritina, 600 Volt, 90 Degree C Operation. Packaged in Coils. Per FT.	Border States	$1.40	NO	BID	NO	BID
#4/0 Triplex, Zuzara, 600 Volt, 90 Degree C Operation. Packaged on Reels. Per FT.	Border States	$2.69	NO	BID	NO	BID
#1/0 Quadruplex, Costena, 600 Volt, 90 Degree C Operation. Packaged on Reels. Per FT.	Border States	$1.96	NO	BID	NO	BID
#4/0 Quadruplex, Appaloosa, 600 Volt, 90 Degree C Operation. Packaged on Reels. Per FT.	Border States	$3.18	NO	BID	NO	BID
#336.4 kcmil Quadruplex, Gelding, 600 Volt, 90 Degree C Operation. Packaged on Reels. Per FT.	NO	BID	NO	BID	NO	BID
#2 ACSR, Sparrow, Packaged on Reels. Per FT.	Border States	$0.29	NO	BID	NO	BID
#1/0 ACSR, Raven, Packaged on Reels. Per FT.	Border States	$0.44	NO	BID	NO	BID
#4/0 ACSR, Penguin, Packaged on Reels. Per FT.	Border States	$0.83	NO	BID	NO	BID
#336.4 ACSR, Merlin, Packaged on Reels. Per FT.	Border States	$1.09	NO	BID	NO	BID
#477 ACSR, Pelican, Packaged on Reels. Per FT.	Border States	$2.41	NO	BID	NO	BID
3-Layer 15 kV ACSR Tree Wire. 1/0 AWG, 6/1 Starnding. Southwire or Hendrix. Packaged on Reels. Bidder shall specify standard reel length.	NO	BID	NO	BID	NO	BID
3-Layer 15 kV ACSR Tree Wire. 477 kcmil , 18/1 Starnding. Southwire or Hendrix. Packaged on Reels. Bidder shall specify standard reel length.	NO	BID	NO	BID	NO	BID
#6 Underground Duplex, Claflin, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels. Per Ft.	NO	BID	NO	BID	NO	BID
#4 Underground Triplex, Vassar, Ruggedized or High Score. 90 Degree C. Continuous Operation. Packaged on Reels. Per Ft.	NO	BID	NO	BID	NO	BID
#4/0 Underground Triplex, Sweetbriar, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels. Per FT.	Border States	$2.24	NO	BID	NO	BID
4/0 Underground Triplex, Sweetbriar Powerglide 600V Secondary Underground High Score. 90 Degree C Continuous Operation. Packaged on Reels. Southwire or Eq.	NO	BID	NO	BID	NO	BID
#350 Underground Triplex, Wesleyan, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels	Border States	$3.64	NO	BID	NO	BID
350 kcmil Underground Triplex, Wesleyan Powerglide 600V Secondary Underground High Score. 90 Degree C Continuous Operation. Packaged on Reels. Southwire or Eq.	NO	BID	NO	BID	NO	BID
#4/0 Underground Quadruplex, Wake Forest, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels. Per FT.	NO	BID	NO	BID	NO	BID
4/0 Underground Quadraplex, Wake Forest Powerglide 600V Secondary Underground High Score. 90 Degree C Continuous Operation. Packaged on Reels. Southwire or Eq.	NO	BID	NO	BID	NO	BID
350 Underground Quadruplex, Slippery Rock, Ruggedized or High Score. 90 Degree C Continuous Operation. Packaged on Reels. Per FT.	NO	BID	NO	BID	NO	BID
350 kcmil Underground Quadraplex, Slippery Rock Powerglide 600V Secondary Underground High Score. 90 Degree C Continuous Operation. Packaged on Reels. Southwire or Eq.	NO	BID	NO	BID	NO	BID
Underground Residential Distribution Cable (URD), Concentric Neutral, Jacketed 15 kV Class Cable, 1/0 Aluminum Conductor, Class B Filled Strand, 220 mil EPR Insulation, Copper Full Neutral Consisting of 16 - #14 Strands, with Insulating Jacket Over Concentric Wires. Cable Shall Be All EPR Construction. Okonite or Kerite Only. Price per Foot.	T&C Specialty Distributors, Inc.	$3.05	NO	BID	NO	BID
Underground Residential Distribution Cable (URD), Concentric Neutral, Jacketed 15 kV Class Cable, 750 kcmil Aluminum Conductor, Class B Filled Strand, 220 mil EPR Insulation, Copper 1/3 Neutral, with Insulating Jacket Over Concentric Wires. Cable Shall Be All EPR Construction. Okonite or Kerite Only. Price per Foot.	T&C Specialty Distributors, Inc.	$8.77	NO	BID	NO	BID
Underground Residential Distribution Cable (URD), Concentric Neutral, Jacketed 15 kV Class Cable, 750 kcmil Aluminum Conductor, Class B Filled Strand, 220 mil EPR Insulation, Copper 1/3 Neutral, with Insulating Jacket Over Concentric Wires. Cable Shall Be All EPR Construction. Cable Shall be Shipped on Steel Reels. Okonite or Kerite Only. Price per Foot. 1400 ft reels only. (Reel Deposit Included In Price)	T&C Specialty Distributors, Inc.	$8.77	NO	BID	NO	BID
#6 Insulated Soft Drawn Riser Wire, Solid Copper Wire. Packaged on Small Spools. Per FT.	Border States	$0.96	NO	BID	NO	BID
#4 Bare Soft Drawn Solid Copper Wire. Per FT.	Border States	$1.32	NO	BID	NO	BID
#6 Bare Soft Drawn Solid Copper Wire. Per FT.	Border States	$0.80	NO	BID	NO	BID
AFL, ADSSCable, Mini-Span 424, 60 Fiber, Part#AE0609C520AA4 Only.	NO	BID	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Underground Equipment						
S&C Vista Underground 4-Way Switchgear, Model 422. S&C 934222R1-P4T2-S313. S&C Only.	Stuart C. Irby	$57,413.90	NO	BID	NO	BID
S&C Vista Underground 5-Way Switchgear, Model 523. S&C 935232R1-P6T3-S192. S&C Only.	Stuart C. Irby	$77,368.42	NO	BID	NO	BID
Load Break Bushing Insert, 200 A, 15 kV, Cooper LBI 215. or Elastimold 1601A4.	TransArmour Power	$20.50	GRESCO Utility Supply, Inc.	$23.75	Anixter Inc. / WESCO	$31.70
Load Break Elbow Connector with Jacket Seal, 200 Amp, 15 kV, with Capacitive Test Point, 1/0 Stranded Conductor, Cooper LEJ215CC06T.	GRESCO Utility Supply, Inc.	$32.85	NO	BID	NO	BID
Horizontal Load Break Portable FeedThru, 200 Amp, 15 kV. Cooper LPF215H or Elastimold 164FT.	GRESCO Utility Supply, Inc.	$85.20	Anixter Inc. / WESCO	$111.10	Stuart C. Irby	$117.77
Rotatable Loadbreak Feedthru Insert, 200 A, 15kV Class. Cooper LFI215 or Elastimold 1602A3R.	GRESCO Utility Supply, Inc.	$116.35	TransArmour Power	$129.60	Border States	$226.16
Insulated Protective Cap. 15 kV Class. Cooper LPC215 or Elastimold 160DRG.	GRESCO Utility Supply, Inc.	$22.60	TransArmour Power	$26.90	Anixter Inc. / WESCO	$28.15
900 Amp Deadbreak Connector, 25 kV Class, BOL-T only, 750 kcmil Aluminum Conductor with CopperTop Compression Connector. Part # Cooper BT625FF25C1 or Elastimold K675LR-M5380.	GRESCO Utility Supply, Inc.	$229.90	TransArmour Power	$237.50	Anixter Inc. / WESCO	$289.25
600 Amp Loadbreak Reducing Tap Plug For use With BOL-T, 25 kV Class, With Copper Stud in Individual Box. Cooper BLRTP625C or Elastimold K675RTP	GRESCO Utility Supply, Inc.	$135.85	Stuart C. Irby	$536.14	NO	BID
Polywater Type HP Multipurpose Cleaner/Degreaser. 16Oz. Aerosol Can. Cat # HPY-12	Stuart C. Irby	$9.53	Border States	$11.30	NO	BID
Polywater Cable Lubricant J-640 or Eq. in 5 Gallon Pails.	Stuart C. Irby	$60.28	Border States	$85.90	NO	BID
Polywater Cable Lubricant J. One Quart Front End Pack. Packaged 12 Per Case. Catalog #J-27. Price per Case	Stuart C. Irby	$6.40	Border States	$9.47	NO	BID
URD Cable Termination, Cold Applied, Jacketed Concentric Neutral Cable						
Raychem 841360-000 TFT-151E-1/0	Stuart C. Irby	$21.60	Anixter Inc. / WESCO	$31.48	NO	BID
Raychem 050920-000 TFT-153E	Anixter Inc. / WESCO	$51.30	NO	BID	NO	BID
URD Cable Splice, Jacketed Concentric Neutral Cable, Raychem Only.						
1/0 URD Primary Heat Shrink Splice Without Connector. Part # HVS-1511S-J.	Anixter Inc. / WESCO	$117.50	NO	BID	NO	BID
750 kcmil URD Primary Heat Shrink Splice Without Connector. Part # HVS-1514S-J.	Anixter Inc. / WESCO	$285.25	NO	BID	NO	BID
Loadbreak Junctions						
Loadbreak Junction, 200 A, 15 kV Class, Cooper Cat# LJ215C4U or Elastimold 164J4-5.	GRESCO Utility Supply, Inc.	$118.25	Anixter Inc. / WESCO	$157.70	Stuart C. Irby	$167.18
Fiberglass Secondary Pedestal with 350 kcmil Connectors. Pencell Only.						
Secondary Pedestal with 350 kCMIL Connectors. Pencell Only. Pencell Catalog # AG18HDX-L35	Border States	$382.00	NO	BID	NO	BID
Underground Equipment Continued						
Fiberglass Box Pads For Single Phase Transformers. Nordic or Eq. Nordic Catalog # CBP-37-43-15A-MG-22X24	NO	BID	NO	BID	NO	BID
Fibercrete Box Pad 94" x 80" for use with 4-Way Vista Swgr. Concast Part # FC-69-83-36-V Only.	Stuart C. Irby	$1,659.76	NO	BID	NO	BID
Fibercrete Box Pad 117" x 80" for use with 5-Way Vista Swgr. Concast Part # FC-69-106-36-V Only.	Stuart C. Irby	$3,305.60	NO	BID	NO	BID
Fibercrete Box Pad with 6" x 53" Opening for use with 3-Phase Sectionalizing Cabinet. Concast Part# FC-18-65-20-0653. Concast Only.	Stuart C. Irby	$337.77	NO	BID	NO	BID
Fibercrete Box Pad with 18" x 80" Opening for use with 3-Phase Sectionalizing Cabinet. Concast Part# FC-23-85-32-1880. Concast Only.	Stuart C. Irby	$783.07	NO	BID	NO	BID
Sectionalizing Cabinet, 3-Phase, 200 A, 15 kV Class, Mild Steel, with Three 4-Position 200 Amp Loadbreak Junctions Installed. Howard Industries Cat# 4560-227470-400. Howard Industries Only.	Howard Industries, Inc.	$5,050.00	NO	BID	NO	BID
Sectionalizing Cabinet, 3-Phase, 200 A, 15 kV Class, Mild Steel, without Loadbeak Junctions. Howard Industries Cat# 4584-227470-400. Howard Industries Only.	Howard Industries, Inc.	$3,333.00	NO	BID	NO	BID
Sectionalizing Cabinet, 1-Phase, 200 A, 15 kV Class, Mild Steel, with One 4-Position 200 Amp Loadbreak Junctions Installed. Howard Industries Cat# 4530-227470-200. Price of Cabinet to Include Mild Steel Mounting Plate Part# 0062-189904-001. Howard Industries Only.	Howard Industries, Inc.	$2,362.00	NO	BID	NO	BID
Conduit and Fittings						
High Density Polyethylene Conduit, 2 in. Nominal Size, 2.375 in. Outside Diameter with 13.5 SDR, Black With Red Tristripe, 40 Ft. Lengths, Smooth Wall. Carlon or Eq. Per FT.	NO	BID	NO	BID	NO	BID
High Density Polyethylene Conduit, 3 in. Nominal Size, 3.5 in. Outside Diameter with 13.5 SDR, Black With Red Tristripe, 40 Ft. Lengths, Smooth Wall. Carlon or Eq. Per FT.	NO	BID	NO	BID	NO	BID
Schedule 40 PVC, 2 in. 20 ft. Sections. Per Ft.	NO	BID	NO	BID	NO	BID
Schedule 40 PVC, 3 in. 20 ft. Sections. Per Ft.	NO	BID	NO	BID	NO	BID
Champion Fiberglass, 90 x 36 in Elbow, 3 in. Nominal, with Bonded On Deep Couplings. Part 30A-SW-92-P-2D.	NO	BID	NO	BID	NO	BID
Champion Fiberglass, 90 x 24 in Elbow, 2 in. Nominal, with Bonded On Deep Couplings. Part 20A-SW-91-P-2D.	NO	BID	NO	BID	NO	BID
Bonduit Conduit Adhesive Kit with Dispensing Tool. Kit Contains 2 Adhesive Cartridges, 8 Mixing Nozzles, 1 Strip of Sanding Cloth, 8 TR-1 Cleaning Wipes and 1 Dispensing Tool. Bonduit Cat # BT-KITG or Eq.	NO	BID	NO	BID	NO	BID
3M, Type MB-3 Crossarm Mounting Bracket for URD Cable Range 0.80-1.25 in.	NO	BID	NO	BID	NO	BID
3M, Type MB-6 Crossarm Mounting Bracket for URD Cable Range 1.80-2.40 in.	NO	BID	NO	BID	NO	BID
Ditch Witch Bore Gel Bentonite 50 Lb Bags	NO	BID	NO	BID	NO	BID
Ditch Withc EZ Mud. 5 Gallon Pails.	NO	BID	NO	BID	NO	BID
Ditch Witch Con Det Wetting Agent. 5 Gallon Pails.	NO	BID	NO	BID	NO	BID
Concrete						
Ready Mixed Concrete, Consisting of Portland Cement, Fine and Coarse Aggregate, Water and Approved Admixtures, Combined, Mixed, Transported and Placed at the Owner's Jobsite, Including Furnishing Labor, Materials, Equipment and Incidentals as Required to Provide Concrete to the SED Jobsites inside the City Limits of Starkville. Concrete Mix shall have a Minimum Specified 280Day Compressive Strength of 2500 PSI and a Water-Cement Ratio By Weight of 0.50 to 0.60. Proportion and Design Mixes to Result in Concrete Slump at the Point of Placement as Directed by the Owner. Slump at the Point of Placement shall be 4 in. to 6 in. for Concrete that is to be Mechanically Vibrated, and 5 in. to 7 in. for Concrete that is to be Placed Without Consolidation. Supplier shall Comply with the Requirements of ASTM C94 "Standard for Ready-Mixed Concrete". Price per Cubic Yard.	NO	BID	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Protective Equipment and Capacitor Equipment						
S&C Positrol Fuse Links "QR" Speed						
1 Amp	Stuart C. Irby	$7.23	NO	BID	NO	BID
3 Amp	Stuart C. Irby	$7.23	NO	BID	NO	BID
5 Amp	Stuart C. Irby	$7.23	NO	BID	NO	BID
7 Amp	Stuart C. Irby	$7.23	NO	BID	NO	BID
10 Amp	Stuart C. Irby	$7.83	NO	BID	NO	BID
15 Amp	Stuart C. Irby	$7.83	NO	BID	NO	BID
20 Amp	Stuart C. Irby	$7.83	NO	BID	NO	BID
25 Amp	Stuart C. Irby	$8.37	NO	BID	NO	BID
30 Amp	Stuart C. Irby	$8.37	NO	BID	NO	BID
40 Amp	Stuart C. Irby	$8.37	NO	BID	NO	BID
50 Amp	Stuart C. Irby	$9.88	NO	BID	NO	BID
60 Amp	Stuart C. Irby	$11.96	NO	BID	NO	BID
75 Amp	Stuart C. Irby	$11.96	NO	BID	NO	BID
100 Amp	Stuart C. Irby	$14.91	NO	BID	NO	BID
125 Amp	Stuart C. Irby	$17.06	NO	BID	NO	BID
150 Amp	Stuart C. Irby	$24.11	NO	BID	NO	BID
Cooper Power Systems "D" Link Fuse. FLD3-(insert amp)						
1 Amp	GRESCO Utility Supply, Inc.	$5.75	NO	BID	NO	BID
2 Amp	GRESCO Utility Supply, Inc.	$5.75	NO	BID	NO	BID
3 Amp	GRESCO Utility Supply, Inc.	$5.75	NO	BID	NO	BID
5 Amp	GRESCO Utility Supply, Inc.	$5.75	NO	BID	NO	BID
7 Amp	GRESCO Utility Supply, Inc.	$5.75	NO	BID	NO	BID
10 Amp	GRESCO Utility Supply, Inc.	$5.75	NO	BID	NO	BID
15 Amp	GRESCO Utility Supply, Inc.	$5.75	NO	BID	NO	BID
20 Amp	GRESCO Utility Supply, Inc.	$5.75	NO	BID	NO	BID
Other Protective Equipment						
Cooper Power Systems Companion II Backup Current-Limiting Fuse, 8.3 kV, 25 k Current Rating with Spline Stud and Eyebolt Terminal. Cooper FAH8KV25KBGR1 Only.	GRESCO Utility Supply, Inc.	$51.80	TransArmour Power	$74.90	NO	BID
Loadbuster Disconnect, 25 kV, 600 A Continuous, S&C Catalog # 4943R9ED2.	Border States	$288.00	Stuart C. Irby	$336.58	NO	BID
FUSE CUTOUT, 15 KV, 100 AMP CONTINUOUS, 16kA ASYMMETRICAL INTERRUPTING, PARALLEL-GROOVE CONNECTORS AND EXTENDED MOUNTING BRACKET. BODY MUST BE SILICONE RUBBER – NO EPDM. ALUMA-FORM CSG-15-100A-110-CX-16KA ORABB X1JCLNLM11 OR S&C EQ OR COOPER EQ	GRESCO Utility Supply, Inc.	$85.40	Anixter Inc. / WESCO	$87.35	Border States	$170.25
Fuse Tube Including Cap & Arc Shortening Rod, 14.4 kV, 100 Amp, S&C Catalog # 89531R10, ABB 7194C60G02MP, or Aluma-Form CFH15-100-16KA or Cooper or Eq.	Anixter Inc. / WESCO	$42.60	GRESCO Utility Supply, Inc.	$45.75	Stuart C. Irby	$47.86
Fuse Tube, 14.4 kV, 200 A, S&C Catalog # 89571R11, or ABB 7194C60G19 OR Cooper Eq.	Anixter Inc. / WESCO	$59.80	Stuart C. Irby	$64.83	NO	BID
Spare Disconnect Blade, 14.4 kV, 300 Amp, S&C Catalog # 89621R10 or ABB 7194C60G04 or ALUMAFORM CSB15-300A or Eq.	Stuart C. Irby	$54.99	Anixter Inc. / WESCO	$64.85	GRESCO Utility Supply, Inc.	$71.00
Loadbreak Cutout, 15/27 kV, 100 Amp Continuous, Porcelain, ABB Catalog # Y2NCBNQA12. ABB only.	NO	BID	NO	BID	NO	BID
Loadbreak Cutout, 15/27 kV, 100 Amp Continuous, Silicone Rubber, ABB Catalog # Y2JCLNQA12. ABB only.	NO	BID	NO	BID	NO	BID
Elbow Surge Arrester, 10 kV, 8.4 kV MCOV, 36 in. Lead Wire. Cooper 3238018C10M or Ohio Brass 6115090036 or Elastimold 215ELA10.	GRESCO Utility Supply, Inc.	$65.50	TransArmour Power	$94.95	Stuart C. Irby	$97.24
Parking Stand Surge Arrester, 10 kV, 8.4 kV MCOV. Cooper Part # 3237686C10M or Elastimold 167PSA10.	Anixter Inc. / WESCO	$205.70	TransArmour Power	$206.25	Border States	$213.86
Heavy Duty Distribution Class Arrester, 10 kV, 8.4 kV MCOV. With Insolator, Wildlife Protector and NEMA X-Arm Bracket. Cooper UHS1005-0A1A-1BIA or Ohio Brass 213709-7324 Only.	GRESCO Utility Supply, Inc.	$31.00	TransArmour Power	$33.18	Border States	$40.34
Hubbell Protecta Lite Suspension Distribution Class Arrester, 13.8 kV, 8.4 kV MCOV with Fargo Hot Line Clamp GH202AD and 90 Inch #4 AWG Tinned Copper Rope Lay Conductor Lead. Hubbell Catalog #602009-B0-X4-005 Only	Border States	$179.11	NO	BID	NO	BID
3-Phase Air Break Switch. 25 kV, 600 A, Isulated Base, Epoxy Insulators, 2-Hole NEMA Pad, Upright Hookstick Operated With Extra Mounting Clearance And Lightning Arrester Mounting. S&C Cat. # 147443R4-H-A2P1.	Stuart C. Irby	$5,358.81	NO	BID	NO	BID
3-Phase Air Break Switch. 15 kV, 600 A, Isulated Base, Epoxy Insulators, 2-Hole NEMA Pad, Vertical Hookstick Operated. S&C Cat. # 147532R4-H	Stuart C. Irby	$4,118.20	NO	BID	NO	BID
3-Phase Air Break Switch. 14.4 kV, 900 A, Insulated Base, Epoxy Insulators, 2-Hole NEMA Pad, Tiered Outboard Hookstick Operated With Pole Bankand J-Bolts S&C Cat. # 147832R4-H2-P1	Stuart C. Irby	$4,466.99	NO	BID	NO	BID
New 3-Phase Recloser, 800 Amp Cont., 12.5 kA Interrupting, Solid Dielectric, 15 kV Class Vacuum Recloser with SEL-651RA Control. 14 Pin Control Cable. Equipped with 3 Low Energy Analog Voltage Sensors. Recloser outfitted with 2 Hole Pads, "L" Shaped Pole Mount Center Bracket. Lightning Arrester Brackets and 40 ft. 14 Pin Control Cable. G&W Electric VIP378ER-12S Only. SEL Part # 0651RA01XBAXAE1A3311BXXX	Power Connections, Inc	$19,119.00	NO	BID	NO	BID
Schweitzer Engineering Laboratories, Inc., SEL-651RA Recloser Control for use with G&W Viper or Cooper VWE. Part Number 0651RA01XBAXAE1A3311BXXX . Schweitzer Engineering Laboratories, Inc. only.	Power Connections, Inc	$4,872.03	NO	BID	NO	BID
Schweitzer Engineering Laboratories, Inc., SEL-C510, 40 Ft. Recloser 14 Pin Control Cable, 14-Pin Male to Female Amphenol Connector.	Power Connections, Inc	$412.00	NO	BID	NO	BID
SEL Overhead Autoranger FCI with 4 Hr Permanent Fault Reset & 16 Hr Temporary Fault Reset Time. SEL Part# AR360-4-16.	Power Connections, Inc	$230.00	NO	BID	NO	BID
SEL Underground Autoranger FCI with 4 Hr Permanent Fault Reset Time. No Battery with Integral Display. SEL Part# 1ARUI4Y2.	Power Connections, Inc	$126.00	NO	BID	NO	BID
SEL Underground Autoranger FCI with 4 Hr Permanent Fault Reset Time. With Battery & 10 ft Remote Fiber Optic Display. SEL Part# 1BARUZR4LEY2..	Power Connections, Inc	$178.46	NO	BID	NO	BID
New G&W Viper Single Phase Recloser, Polemount "L" Config., with Arrester Brackets, NEMA 2-Hole Lugs, Wildlife Protectors, SEL-Kestrel Control, 40 ft Cable. G&W VIP178ER-12-SP Only. SEL 0351RS022XB1E11X1XXX Control.	Power Connections, Inc	$6,862.00	NO	BID	NO	BID
Chance Loadbreak Electronic Resettable Sectionalizer, 15 kV, 50 Amp, 2-Count, Parallel Grove C.amps, NEMA Bracket. Chance C750-152PB only.	Stuart C. Irby	$1,121.24	Border States	$1,134.90	NO	BID
Chance Loadbreak Electronic Resettable Sectionalizer, 15 kV, 70 Amp, 2-Count, Parallel Grove C.amps, NEMA Bracket. Chance C750-162PB only.	Stuart C. Irby	$1,121.24	Border States	$1,134.90	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Capacitors Equipment & Relays						
Capactior, 50 kVAR, 7620 Volt, Single Phase, 2-Bushing, 60 Hz, 95 kV BIL.	GRESCO Utility Supply, Inc.	$622.00	NO	BID	NO	BID
Capactior, 100 kVAR, 7620 Volt, Single Phase, 2-Bushing, 60 Hz, 95 kV BIL.	GRESCO Utility Supply, Inc.	$595.00	NO	BID	NO	BID
Capactior, 200 kVAR, 7620 Volt, Single Phase, 2-Bushing, 60 Hz, 95 kV BIL.	GRESCO Utility Supply, Inc.	$730.00	NO	BID	NO	BID
Capactior, 300 kVAR, 7620 Volt, Single Phase, 2-Bushing, 60 Hz, 95 kV BIL.	GRESCO Utility Supply, Inc.	$853.00	NO	BID	NO	BID
Vacuum Capacitor Switch, Type VCS-1, 95 kV BIL, 200 A Continuous, 120 VAC Operating Voltage, Standard 5-Pin Receptacle for 3-Wire Control with matching plug prewired with pigtail, with birdgaurds. ABB Cat # PS15-1AMBC-2121S or Edison ECSA111BA1	GRESCO Utility Supply, Inc.	$1,350.00	NO	BID	NO	BID
SEL-RTAC, Model 35304BA0X1211X0XXXXXX	Power Connections, Inc	$5,000.00	NO	BID	NO	BID
SEL-RTAC, Model 3530HA0X1211A0XXXXXX	Power Connections, Inc	$8,070.00	NO	BID	NO	BID
SEL 734B Capacitor Control. Model 07340T9F1D1626EXXAD3AA000.	Power Connections, Inc	$1,855.00	NO	BID	NO	BID
Beckwith A-6280A-STRK1 Capacitor Control with COPPER Ethernet.	Stuart C. Irby	$2,953.01	NO	BID	NO	BID
Beckwith A-6280A-STRK1 Capacitor Control with FIBER Ethernet.	Stuart C. Irby	$3,045.78	NO	BID	NO	BID
Beckwith B-1312-45 Neutral CT 5:0.2 Amp with 45 Ft. Cable and 3-Pin Cannon Connector.	Stuart C. Irby	$277.11	NO	BID	NO	BID
S&C Line Post Current Sensor. 14.4 kV. S&C Only Cat # 904-001124-00	Stuart C. Irby	$1,000.00	NO	BID	NO	BID
S&C Sensor Cable, Junction Box to Current Sensor, 20 Ft, End One Connector = None, End Two Connector = 2-Pin. S&C Only. Cat # 007-000767-03	Stuart C. Irby	$209.88	NO	BID	NO	BID
Fusing Tape. Midsun Group Only						
E/FTP-100G. Price per Roll.	Stuart C. Irby	$27.11	NO	BID	NO	BID
E/FTP-250G. Price per Roll.	Stuart C. Irby	$66.87	NO	BID	NO	BID
Silicon Rubber Split Line Hose. Midsun Group Only						
E/INS-025. Price per Ft.	Stuart C. Irby	$5.96	NO	BID	NO	BID
E/INS-50. Price per Ft.	Stuart C. Irby	$6.33	NO	BID	NO	BID
E/INS-075. Price per Ft.	Stuart C. Irby	$7.11	NO	BID	NO	BID
E/INS-100. Price per Ft.	Stuart C. Irby	$7.83	NO	BID	NO	BID
Molded Bushing Products. Midsun Group Only						
E/Bush CV-LGE	Stuart C. Irby	$75.30	NO	BID	NO	BID
E/Bush CV-Full	Stuart C. Irby	$45.48	NO	BID	NO	BID
E/Bush CV-Small	Stuart C. Irby	$17.77	NO	BID	NO	BID
E/Flex Barrier, 20 in Wide, Gray. Part #E/Flex BAR-EN-20" Gray.	Stuart C. Irby	$59.64	NO	BID	NO	BID
Distribution Wildlife Covers. Midsun Only.						
E/Capacitor Cover	Stuart C. Irby	$5.72	NO	BID	NO	BID
E/DL-LA-Recloser Cover	Stuart C. Irby	$18.67	NO	BID	NO	BID
E/Pole Top Lightning Arrestor Cap	Stuart C. Irby	$9.64	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Metering Equipment						
Honeywell/Elster, Single Phase, Solid State Electronic WattHour Meters, With SED Numbers in Sequence with Meters Previously Supplied. For Use with Starkville's Elster AMI System.						
Elster Energy Axis Rex2, Form 1S, Class 200, 120 Volt, with Service Disconnect and Yellow Nameplate, Catalog Number ZFA3KA00Y00.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 2S, Class 200, 240 Volt, With Service Disconnect, No Test Links, with White Nameplate, Catalog Number ZFCWMA00000.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 2S, Class 320, 240 Volt, No Test Links, with Yellow Nameplate, CatalogNumber ZFCYM000Y00.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2 Programmed for SED Solar Program, Form 2S, Class 200, 240 Volt, With Service Disconnect, No Test Links and Green Nameplate, Catalog Number: ZFCWMA00000	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 12S, Class 200, 120 Volt, with Service Disconnect and Yellow Nameplate, Catalog # ZF5WKA00Y00.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 12S, Class 320, 120 Volt, No Test Links, with Yellow Nameplate, Catalog # ZF54K000000.	NO	BID	NO	BID	NO	BID
Elster Energy Axis Rex2, Form 4S, Class 20, 240 Volt, with Yellow Nameplate, Catalog # ZFC2M000Y00.	NO	BID	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 1S, Class 200, 120 Volt, With Service Disconnect, With Yellow Nameplate, Catalog Number: ZHA33A00004.	Anixter Inc. / WESCO	$192.15	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 2S, Class 200, 240 Volt, With Service Disconnect, With No Test Links and White Nameplate, Catalog Number: ZHCW4A00004.	Anixter Inc. / WESCO	$172.50	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 2S, Class 320, 240 Volt, No Test Links, With Yellow Nameplate, Catalog Number: ZHCY4000004.	Anixter Inc. / WESCO	$137.25	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU Programmed for SED Solar Program, Form 2S, Class 200, 240 Volt, With Service Disconnect, With No Test Links and Green Nameplate, Catalog Number: ZHCW4A00004.	Anixter Inc. / WESCO	$246.99	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 12S, Class 200, 120 Volt, With Service Disconnect, With No Test Links and Yellow Nameplate, Catalog Number: ZH5W3A00004.	Anixter Inc. / WESCO	$188.20	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 12S, Class 320, 120 Volt, No Test Links and Yellow Nameplate, Catalog Number: ZH5Y3000004.	Anixter Inc. / WESCO	$234.00	NO	BID	NO	BID
Honeywell-Elster Energy Axis RexU, Form 4S, Class 20, 240 Volt, With Yellow Nameplate, Catalog Number: ZHC24000004.	Anixter Inc. / WESCO	$211.75	NO	BID	NO	BID
Honeywell/Elster, A3 Alpha, Solid State Electronic WattHour Meters, With SED Numbers in Sequence with Meters Previously Supplied. For Use with Starkville's Elster AMI System.						
Elster Energy Axis Alpha A3RALNQ, Form 16S, Class 320, 128K Memory, 120 – 480 Volt, With White Nameplate, Catalog Number: ZD3410P80LM.	Anixter Inc. / WESCO	$620.75	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 9S, Class 20, 128K Memory, 120 – 480 VOLT, With White Nameplate, Catalog Number: ZD3210P80LM.	Anixter Inc. / WESCO	$610.50	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 9S, Class 20, 128K Memory, 120 – 480 Volt, 2 Relays To Cable (kyz) With Yellow Nameplate, Catalog Number: ZD3213P80LM.	Anixter Inc. / WESCO	$659.95	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 9S, Class 20, 128K Memory, 120 – 480 Volt, ANSI C12.21 Protocol Ethernet Communications, With Yellow Nameplate, Catalog Number: ZD3210T60LM.	Anixter Inc. / WESCO	$720.00	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 35S, Class 20, 128K Memory, 120 – 480 Volt, With Yellow Nameplate, Catalog Number: ZD2210P80LM.	Anixter Inc. / WESCO	$662.25	NO	BID	NO	BID
Elster Energy Axis Alpha A3RALNQ, Form 3S, Single Phase, Class 20, 128K Memory, 120 Volt, With Yellow Nameplate, Catalog Number: ZDA210P80LM.	Anixter Inc. / WESCO	$625.00	NO	BID	NO	BID
Meter Bases - "K" Base (Siemens Only)						
K4UT, Single-Phase With Lugs Cat # 9810-9546	NO	BID	NO	BID	NO	BID
K7T, Three-Phase With Lugs Cat # 9817-9506	NO	BID	NO	BID	NO	BID
Current Transformers, Secondary Type, Molded, Outdoor Padmount Mounting.						
200 : 5 RF 4.0 at 85C, 0.3 Acc. Class at 0.1 Ohms Burden. ABB Type CMV Hi-Temp, Style# 923A231G01 or G.E. JAC-OCV Cat # 750X236202.	NO	BID	NO	BID	NO	BID
500 : 5 RF 4.0 at 85C, 0.3 Acc. Class at 0.5 Ohms Burden. G.E. Encompass Model # JAB-OW. Cat # 750X136464	NO	BID	NO	BID	NO	BID
1000:5 RF 2.0 at 85C, 0.15 Acc Class at 0.5 Ohms Burden, ABB CMV-S. ABB Style # 923A498G02	NO	BID	NO	BID	NO	BID
1500 : 5 RF 2.0 at 85C, 0.3 Acc. Class at 0.5 Ohms Burden. G.E. Encompass Model # JAB-OW. Cat # 750X136463	NO	BID	NO	BID	NO	BID
Current Transformers, Secondary Type, Outdoor,						
250:5 Ratio, Rating Factor 4.0 at 30C, 0.3 Accuracy Class at 0.2 Ohms Burden, No Bar, Low Base, G.E. Encompass Model JCR-OW or Eq. G.E. Cat # 750X134609.	NO	BID	NO	BID	NO	BID
500:5 Ratio, Rating Factor 4.0 at 30C, 0.3 Accuracy Class at 0.5 Ohms Burden, No Bar, Low Base, G.E. Encompass Model JAK-OW. Cat 750X133629.	NO	BID	NO	BID	NO	BID
600:5 Ratio, RF 2.0 at 30C, 0.15 Acc Class at 0.5 Ohms Burden, No Bar, Low Base, ABB CMF-S. ABB Stule # 923A497G01	NO	BID	NO	BID	NO	BID
1000:5 Ratio, Rating Factor 4.0 at 30C, 0.3 Accuracy Class at 0.5 Ohms Burden, Window Type with Mounting Base, G.E. Encompass Model JAD-OW. Cat 750X120611.	NO	BID	NO	BID	NO	BID
Current Transformers, Primary Type,15 KV, 110KV BIL, Outdoor, Acc Class 0.15, G.E. JKW-5A or ABB KON-11ER.						
50:5 Ratio, Rating Factor 1.5. G.E. Catalog # 755X053108.	NO	BID	NO	BID	NO	BID
150:5 Ratio, Rating Factor 1.5. G.E. Catalog # 755X053111.	NO	BID	NO	BID	NO	BID
200:5 Ratio, Rating Factor 1.5. ABB Catalog # E-923A427G01.	NO	BID	NO	BID	NO	BID
Primary Potential Transformers						
Potential Transformers, Primary Type, 15KV, Outdoor, Molded, 60:1, Two Bushing, 7200/12470 Wye, IEEE Meter Accuracy 0.15 W, X,M,Y. G.E. Type JVW-5A or Eq. Catalog # 765X032042	NO	BID	NO	BID	NO	BID
Secondary Current and Voltage Transformer Racks						
Barfield instrument Transformer Mounting Bracket for 3 CTs or 3 VTs .Catalog # BA3CTVT-W	Border States	$29.13	Anixter Inc. / WESCO	$32.40	NO	BID
Primary Current and Voltage Transformer Racks						
Barfield One CT and One PT Cat # BAPMM2	Border States	$154.66	Anixter Inc. / WESCO	$162.25	Stuart C. Irby	$354.55
Barfield Three CT and Three PT Cat # BAPMM6	Border States	$500.31	Anixter Inc. / WESCO	$560.85	Stuart C. Irby	$1,011.40
Power Qaulity Equipment						
Power Monitors Revolution Power Quality Recorder	NO	BID	NO	BID	NO	BID
Power Monitors' Set of Four 24 in. Flex Current Transformers to FitRevolution Power Quality Recorder Cat# FCT 4/24	NO	BID	NO	BID	NO	BID
Power Monitors' Set of Four 36 in. Flex Current Transformers to Fit Revolution Power Quality Recorder Cat# FCT 3/36	NO	BID	NO	BID	NO	BID
Power Monitors' Set of Four True Low Amp Dual Range 20/200 Amp Current Tranformers To Fit Revolution Power Quality Recorder Cat # TLAR +200/4	NO	BID	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Lights and Lighting Equipment						
Misc. Specialty Lighting						
EATON-COOPER LIGHTING NAVION, 480 VOLT, 1A DRIVE CURRENT, 5000K LED COLOR TEMPERATURE, AF LIGHTIN ENGINE, 333-WATT 6 SQUARE, NON-DIMMING, TYPE 5 DISTRIBUTION, 20K SURGE PROTECTION, 10 YEAR WARRANTY. EATON NVN-AF-06-E-8-5WQ-7050-20K-AP-U ONLY.	GRESCO Utility Supply, Inc.	$799.00	NO	BID	NO	BID
LED ROADWAY TO REPLACE 100W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K COLOR TEMP WITH 7-PIN PHOTOCELL RECEPTICAL. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. AMERICAN ELECTRIC PART #ATBMic10BLEDE15MVOLTR2P7, HOWARD LIGHTING PART #LRS1DMV24KGY1P7N, GENERAL ELECTRIC ERL1008B140AGRAY, OR EATON ARCH-AF16-60-D-U-T2R-4N7-10K-AP-U ONLY.	Howard Lighting Products	$123.95	Stuart C. Irby	$146.14	Anixter Inc. / WESCO	$151.65
LED ROADWAY TO REPLACE 250W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K LED COLOR TEMPERATURE WITH 7-PIN PHOTOCELL RECEPTICAL, GRAY IN COLOR. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. GENERAL ELECTRIC PART #ERLH011B140AGRAY, HOWARD LIGHTING PART #LRM1GMV34KGT1P7N, AMERICAN ELECTRIC PART #ATBMP05MVOLTR3P7, OR EATON VERD-G-A02-D-U-T3-4N7-10K-AP ONLY.	Howard Lighting Products	$160.95	Stuart C. Irby	$208.73	Border States	$285.00
LED ROADWAY TO REPLACE 400W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K LED COLOR TEMPERATURE WITH 7-PIN PHOTOCELL RECEPTICAL, GRAY IN COLOR. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. EATON VERD-M-A04-D-U-T4-4N7-10K-AP-U ONLY.	GRESCO Utility Supply, Inc.	$440.00	NO	BID	NO	BID
LED FLOODLIGHT TO REPLACE 250W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K COLOR TEMPERATURE WITH 7-PIN PHOTOCELL RECEPTICAL. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. AMERICAN ELECTRIC ACP0LEDPK3MVOLTWFL40KYKEBZSDP10KVIL0443PER7, GENERAL ELECTRIC EFNA0ES5405TDKBZ, EATON UFLD-A25-D-U-66-T-BZ-4N7-10K OR HOWARD UFBMD74YB2R7NA-1 ONLY.	GRESCO Utility Supply, Inc.	$340.00	Howard Lighting Products	$405.95	Stuart C. Irby	$445.30
LED FLOODLIGHT TO REPLACE 400W HID. 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K COLOR TEMPARATURE WITH 7-PIN PHOTOCELL RECEPTICAL. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. AMERICAN ELECTRIC #ACP0LEDPK5MVOLTWFL40KYKEBZSDP10KVIL0443PER7, GENERAL ELECTRIC PART #EFH1010BB65740AAT1DKBZ, EATON UFLD-A40-D-U-66-T-BZ 4N7-10K OR HOWARD UFBMD74YB2R7NA-3 ONLY.	GRESCO Utility Supply, Inc.	$388.00	Howard Lighting Products	$447.95	Stuart C. Irby	$487.05
Howard Large Utility Floodlight, 120-277 Volt, 196W 80 LED, 4700k Led Color Temp, Slip Fitter Mounting, Concave Glass, NEMA 5 Optics. Howard Model #ULF4HE550UBZ ONLY.	Howard Lighting Products	$524.55	NO	BID	NO	BID
LED INTERSTATE LIGHT, 120-277 VOLT, FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 100 OR GREATER. 4000K COLOR TEMPARATURE WITH 7-PIN PHOTOCELL RECEPTICAL. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. EATON NVN-AF-06-LED-U-T4W-10K-4N7-AP ONLY.	GRESCO Utility Supply, Inc.	$799.00	NO	BID	NO	BID
400 Watt HPS Interstate, 120 Volt Pole Mount with Photo Cell Receptacle. Amnerican Electric Cat # 285 40S CA MT1 R3 DA GY.	NO	BID	NO	BID	NO	BID
Street Light Arms						
6' Pole Mount 2" Steel	Anixter Inc. / WESCO	$72.65	Stuart C. Irby	$74.40	GRESCO Utility Supply, Inc.	$78.00
10' Pole Mount 2" Steel	Anixter Inc. / WESCO	$134.00	GRESCO Utility Supply, Inc.	$135.00	Stuart C. Irby	$137.23
Photo Electric Controls						
105-305 VAC, 50/60 Hz, 1000W, 1800VA DTL(Dark To Light) Part # D124-1.5-STM or Eq.	Anixter Inc. / WESCO	$6.15	Stuart C. Irby	$6.51	Border States	$6.71
105-305 VAC, 50/60 Hz, 1000W, 1800VA, LED LONG LIFE PHOTOCONTROL PART DTL (DARK TO LIGHT) #DSS124N-1.5-TJJE OR HOWARD HI-LL127-15-GN-A ONLY.	Howard Lighting Products	$12.50	Anixter Inc. / WESCO	$15.85	Stuart C. Irby	$16.81
105-305 VAC, 50/60 Hz, 1000W, 1800VA, Ripley Long Life Photocontrol. Ripley Part #6390L-BK Only.	GRESCO Utility Supply, Inc.	$34.00	Stuart C. Irby	$34.90	Border States	$38.63
420-520 VAC, 50/60 Hz, 1000W, 1800VA, DTL(Dark To Light) Part # DX480-12A or Eq.	Anixter Inc. / WESCO	$9.10	Stuart C. Irby	$9.64	GRESCO Utility Supply, Inc.	$10.25
432-528 VAC, 50/60Hz, 1000W, 1800VA, LONG LIFE PHOTOCONTROL PART RIPLEY LED #6394L OR HOWARD HI-LL-127-15-BK-A ONLY.	Howard Lighting Products	$12.50	Stuart C. Irby	$39.10	GRESCO Utility Supply, Inc.	$39.95
Lamps, Street Light						
175 Watt Mercury Vapor	Howard Lighting Products	$6.25	NO	BID	NO	BID
100 Watt High Pressure Sodium with Double Arc Tube	Howard Lighting Products	$7.55	Border States	$14.60	NO	BID
250 Watt High Pressure Sodium with Double Arc Tube	Howard Lighting Products	$10.65	Border States	$15.67	NO	BID
400 Watt High Pressure Sodium with Double Arc Tube	Howard Lighting Products	$11.65	Border States	$21.86	NO	BID
1000 Watt High Pressure Sodium with Double Arc Tube	Howard Lighting Products	$42.95	NO	BID	NO	BID
1000 Watt Metal Halide	Howard Lighting Products	$32.95	Border States	$53.72	NO	BID
1500 Watt Metal Halide	Howard Lighting Products	$28.95	Border States	$41.16	NO	BID
LED NEMA Head						
LED NEMA HEAD. FIXTURE SHALL HAVE A LUMEN PER WATT (LPW) RATIO OF 92 OR GREATER. MANUFACTURER TO PROVIDE 10 YR WARRANTY WITH DATE PERMANENTLY STAMPED OR LABELED IN FIXTURE. ONLY PART NUMBERS LISTED BELOW. AMERICAN ELECTRIC PART #WL1BPRMR5MPTLPKGL, HOWARD LIGHTING PART #NO2DMVD4U1P3N1, COOPER CRTK2-C018-D-U-T5R-TH-4N7-10MSP-A-10X-U97504 ONLY.	GRESCO Utility Supply, Inc.	$101.00	Howard Lighting Products	$119.95	Anixter Inc. / WESCO	$145.00
Decorative Street Light						
EATON GENERATION SERIES LED POST TOP FIXTURE. CLASSICAL BASE, NON-DIMMING, 120-277V, TYPE 3 LIGHING DISTRIBUTION PATTERN, VICTORIAN GLOBE, NOSTALGIC FINAIL, BLACK, WITH INTERNAL PHOTO-CONTROL RECEPTICAL & 10 YEAR WARRANTY. EATON CLB-080-LED-E-U-33-X-3-4-BK-4-U ONLY.	GRESCO Utility Supply, Inc.	$945.00	NO	BID	NO	BID
HAPCO 20" YORK BASE -STRAIGHT FLUTED DECORATIVE POLE. 12' MOUNTING HEIGHT, 5" STRAIGHT FLUTED SHAFT, BLACK WITH BANNER ARM & BANNER RING. HAPCO Y0S12B5-SF0-**X ONLY.	GRESCO Utility Supply, Inc.	$1,615.00	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Poles						
Wood Poles with CCA-ET & Penta Treatment						
30 ft Class 5	Baldwin Pole and Piling Co, Inc	$128.00	NO	BID	NO	BID
40 ft Class 2	Baldwin Pole and Piling Co, Inc	$310.00	NO	BID	NO	BID
40 ft Class 4	Baldwin Pole and Piling Co, Inc	$233.00	NO	BID	NO	BID
45 ft Class 2	Baldwin Pole and Piling Co, Inc	$375.00	NO	BID	NO	BID
50 ft Class 2	Baldwin Pole and Piling Co, Inc	$465.00	NO	BID	NO	BID
55 ft Class 2	Baldwin Pole and Piling Co, Inc	$545.00	NO	BID	NO	BID
60 ft. Class 1	Baldwin Pole and Piling Co, Inc	$755.00	NO	BID	NO	BID
65 ft Class 1	Baldwin Pole and Piling Co, Inc	$1,065.00	NO	BID	NO	BID
70 ft Class 1	Baldwin Pole and Piling Co, Inc	$1,285.00	NO	BID	NO	BID
75 ft class 1	Baldwin Pole and Piling Co, Inc	$1,525.00	NO	BID	NO	BID
80 ft class 1	Baldwin Pole and Piling Co, Inc	$1,990.00	NO	BID	NO	BID
85 ft class 1	NO	BID	NO	BID	NO	BID
Concrete Poles - Octagonal Only						
30 ft Class 5	Baldwin Pole and Piling Co, Inc	$1,107.00	NO	BID	NO	BID
30 ft Class 2	Baldwin Pole and Piling Co, Inc	$1,107.00	NO	BID	NO	BID
35 ft Class 5	Baldwin Pole and Piling Co, Inc	$1,278.00	NO	BID	NO	BID
35 ft Class 2	Baldwin Pole and Piling Co, Inc	$1,524.00	NO	BID	NO	BID
40 ft Class 2	Baldwin Pole and Piling Co, Inc	$1,778.00	NO	BID	NO	BID
40 ft Class H8	Baldwin Pole and Piling Co, Inc	$3,469.00	NO	BID	NO	BID
45 ft Class 2	Baldwin Pole and Piling Co, Inc	$2,020.00	NO	BID	NO	BID
45 ft Class H1	Baldwin Pole and Piling Co, Inc	$2,735.00	NO	BID	NO	BID
50 ft Class 2	Baldwin Pole and Piling Co, Inc	$2,255.00	NO	BID	NO	BID
50 ft Class H1	Baldwin Pole and Piling Co, Inc	$2,802.00	NO	BID	NO	BID
55 ft Class 2	Baldwin Pole and Piling Co, Inc	$2,683.00	NO	BID	NO	BID
55 ft Class H1	Baldwin Pole and Piling Co, Inc	$3,095.00	NO	BID	NO	BID
60 ft Class 2	Baldwin Pole and Piling Co, Inc	$2,939.00	NO	BID	NO	BID
60 ft Class H1	Baldwin Pole and Piling Co, Inc	$3,303.00	NO	BID	NO	BID
65 ft Class 2 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$3,351.00	NO	BID	NO	BID
65 ft Class H1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$3,742.00	NO	BID	NO	BID
70 ft Class 1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$3,915.00	NO	BID	NO	BID
70 ft Class H1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$4,064.00	NO	BID	NO	BID
70 ft Class H4 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$5,166.00	NO	BID	NO	BID
75 ft Class 1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$4,262.00	NO	BID	NO	BID
75 ft Class H2 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$4,807.00	NO	BID	NO	BID
75 ft Class H4 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$5,385.00	NO	BID	NO	BID
80 ft Class 1 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$4,446.00	NO	BID	NO	BID
80 ft Class H2 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$5,334.00	NO	BID	NO	BID
80 ft Class H4 With Step Bolt Inserts	Baldwin Pole and Piling Co, Inc	$5,800.00	NO	BID	NO	BID
Concrete Poles - Square Prestressed w/Taper						
30 ft Lone Star LMPI Cat # 301002 or Eq.	Baldwin Pole and Piling Co, Inc	$823.00	NO	BID	NO	BID
35 ft Lone Star LMPI Cat # 351002 or Eq.	Baldwin Pole and Piling Co, Inc	$951.00	NO	BID	NO	BID
Brackets - 6 ft Aluminum Street Light Brackets for Concrete Poles. Lonestar Prestress Mfg. Inc. or Eq.						
Single Arm Bracket Lone Star LMPI Cat # 966967 or Eq.	NO	BID	NO	BID	NO	BID
Double Arm Bracket Lone Star LMPI Cat # 967906 or Eq.	NO	BID	NO	BID	NO	BID
Steel Poles - 12 Sided Only						
60 ft Class 1	Border States	$4,811.00	NO	BID	NO	BID
65 ft Class 1	Border States	$5,393.00	NO	BID	NO	BID
70 ft Class 1	Border States	$5,755.00	NO	BID	NO	BID
75 ft Class 1	Border States	$6,913.00	NO	BID	NO	BID
80 ft Class 1	Border States	$7,440.00	NO	BID	NO	BID
85 ft Class H1	Border States	$10,428.00	NO	BID	NO	BID
90 ft Class H1	Border States	$8,052.00	NO	BID	NO	BID
95 ft Class H1	Border States	$8,631.00	NO	BID	NO	BID
100 ft Class H1	Border States	$9,869.00	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Overhead Single Phase Distribution Pole Mounted Transformers. 7200/12470Y -- 120/240 Volts.						
1 kVA	Howard Industries	$951.00				
5 kVA	Howard Industries	$1,098.00				
10 kVA	Howard Industries	$1,488.00				
15 kVA	Howard Industries	$1,750.00				
25 kVA	Howard Industries	$2,252.00				
37.5 kVA	Howard Industries	$2,746.00				
50 kVA	Howard Industries	$3,578.00				
75 kVA	Howard Industries	$5,026.00				
100 kVA	Howard Industries	$6,322.00				
167 kVA	Howard Industries	$10,218.00				
250 kVA	Howard Industries	$14,563.00				
Overhead Single Phase Distribution Pole Mounted Transformers. 12470 -- 277 Volts.						
50 kVA	Howard Industries	$3,341.00				
75 kVA	Howard Industries	$4,538.00				
100 kVA	Howard Industries	$5,774.00				
167 kVA	Howard Industries	$8,740.00				
250 kVA	Howard Industries	$11,692.00				
333 kVA	Howard Industries	$16,179.00				
500 kVA	Howard Industries	$24,315.00				
Overhead Single Phase Distribution Pole Mounted Transformers. 7200 -- 277 Volts.						
250 kVA	Howard Industries	$11,668.00				
333 kVA	Howard Industries	$16,442.00				
500 kVA	Howard Industries	$23,825.00				
Pad Mounted Single Phase Distribution Transformers. 12470GY/7200 -- 240/120 Volts. (Results shown do not take into consideration Construction Spec 4.9)						
25 kVA	Howard Industries	$9,035.00				
37.5 kVA	Howard Industries	$10,414.00				
50 kVA	Howard Industries	$11,803.00				
75 kVA	Howard Industries	$14,648.00				
100 kVA	Howard Industries	$17,817.00				
167 kVA	Howard Industries	$24,782.00				
250 kVA	Howard Industries	$3,489.00				
Pad Mounted Three Phase Distribution Transformers. 12470Y/7200 -- 208Y/120 Volts.						
75 kVA	Howard Industries	$13,822.00				
150 kVA	Howard Industries	$16,915.00				
225 kVA	Howard Industries	$20,977.00				
300 kVA	Howard Industries	$23,782.00				
500 kVA	Howard Industries	$32,108.00				
750 kVA	Howard Industries	$43,102.00				
1000 kVA	Howard Industries	$56,430.00				
Pad Mounted Three Phase Distribution Transformers. 12470Y/7200 -- 480Y/277 Volts.						
150 kVA	Howard Industries	$17,022.00				
300 kVA	Howard Industries	$23,942.00				
500 kVA	Howard Industries	$31,139.00				
750 kVA	Howard Industries	$42,289.00				
1000 kVA	Howard Industries	$48,345.00				
1500 kVA	Howard Industries	$61,666.00				
2000 kVA	Howard Industries	$76,642.00				
2500 kVA	Howard Industries	$92,696.00				
Pad Mounted Duplex Core Three Phase Distribution Transformers. 12470Y/7200 -- 120/240 Single Phase with 240 Volts Three Phase. Open-Wye/Open-Delta.						
100-50 kVA	Howard Industries	$30,051.00				

Item Description	LOW BID		1st Alternate		2nd Alternate	
Overhead Single Phase Distribution Pole Mounted Transformers. 7200/12470Y -- 120/240 Volts.						
1 kVA	TransArmour	$499.00				
5 kVA	TransArmour	$439.00				
10 kVA	TransArmour	$491.00				
15 kVA	TransArmour	$589.00				
25 kVA	TransArmour	$631.00				
37.5 kVA	TransArmour	$743.00				
50 kVA	TransArmour	$939.00				
75 kVA	TransArmour	$1,149.00				
100 kVA	TransArmour	$1,821.00				
167 kVA	TransArmour	$3,225.00				
250 kVA	TransArmour	$3,500.00				
Overhead Single Phase Distribution Pole Mounted Transformers. 12470 -- 277 Volts.						
50 kVA	TransArmour	$949.00				
75 kVA	TransArmour	$1,149.00				
100 kVA	TransArmour	$1,821.00				
167 kVA	TransArmour	$3,225.00				
250 kVA	TransArmour	$3,500.00				
333 kVA	TransArmour	$4,675.00				
500 kVA	TransArmour	$5,900.00				
Overhead Single Phase Distribution Pole Mounted Transformers. 7200 -- 277 Volts.						
250 kVA	TransArmour	$3,500.00				
333 kVA	TransArmour	$4,675.00				
500 kVA	TransArmour	$5,900.00				
Pad Mounted Single Phase Distribution Transformers. 12470GY/7200 -- 240/120 Volts.						
25 kVA	TransArmour	$1,221.00				
37.5 kVA	TransArmour	$1,489.00				
50 kVA	TransArmour	$1,691.00				
75 kVA	TransArmour	$1,891.00				
100 kVA	TransArmour	$2,090.00				
167 kVA	TransArmour	$2,791.00				
250 kVA	TransArmour	$3,650.00				
Pad Mounted Three Phase Distribution Transformers. 12470Y/7200 -- 208Y/120 Volts.						
75 kVA	TransArmour	$4,155.00				
150 kVA	TransArmour	$5,890.00				
225 kVA	TransArmour	$6,500.00				
300 kVA	TransArmour	$7,069.00				
500 kVA	TransArmour	$8,490.00				
750 kVA	TransArmour	$12,900.00				
1000 kVA	TransArmour	$15,410.00				
Pad Mounted Three Phase Distribution Transformers. 12470Y/7200 -- 480Y/277 Volts.						
150 kVA	TransArmour	$5,890.00				
300 kVA	TransArmour	$7,050.00				
500 kVA	TransArmour	$8,490.00				
750 kVA	TransArmour	$12,900.00				
1000 kVA	TransArmour	$15,140.00				
1500 kVA	TransArmour	$18,310.00				
2000 kVA	TransArmour	$24,910.00				
2500 kVA	TransArmour	$30,400.00				
Pad Mounted Duplex Core Three Phase Distribution Transformers. 12470Y/7200 -- 120/240 Single Phase with 240 Volts Three Phase. Open-Wye/Open-Delta.						
100-50 kVA	TransArmour	$9,800.00				

Item Description	LOW BID		1st Alternate		2nd Alternate	
Four Phase Terminal Facility and Cabinet						
EPAC 3108M52 Controller, TF 4014, TF 4001A, Type EL702-S1 Pole Mount Cabinet, EDI SSM12.	Temple, Inc.	$10,275.00	NO	BID	NO	BID
Eight Phase Terminal Facility and Cabinet						
EPAC 3108M52 Controller, TF 4008, TF 4001A, Type EL704-S1 Pole Mount Cabinet, EDI SSM12.	Temple, Inc.	$11,435.00	NO	BID	NO	BID
Eight Phase Terminal Facility and Cabinet						
EPAC 3108M52 Controller, TF 4008, TF4001A, TF 4001B, Type EL712 Base Mount Cabinet, EDI SSM12.	Temple, Inc.	$11,602.00	NO	BID	NO	BID
Priority Control Products						
Four Channel Phase Selector	Temple, Inc.	$2,466.00	NO	BID	NO	BID
Two Channel Phase Selector	Temple, Inc.	$16,496.00	NO	BID	NO	BID
Single Channel Single Eye Optical Detector	Temple, Inc.	$413.00	NO	BID	NO	BID
Single Channel Double Eye Optical Detector	Temple, Inc.	$433.00	NO	BID	NO	BID
Two Channel Double Eye Optical Detector	Temple, Inc.	$599.00	NO	BID	NO	BID
Shelf Mounted Phase Selector Card	Temple, Inc.	$151.00	NO	BID	NO	BID
Optical Emitter System	Temple, Inc.	$798.00	NO	BID	NO	BID
Glance Priority Cabinet Control Unit	Temple, Inc.	$4,941.00	NO	BID	NO	BID
Glance Priority Control Vehicle Unit	Temple, Inc.	$4,485.00	NO	BID	NO	BID
Traffic Signals (Polycarbonate Vehicle Signals (Must be Eagle Brand W/Lumination GT-1 LEDs)						
SA101A 12" Signal Section Signal	Temple, Inc.	$99.00	NO	BID	NO	BID
SA102D 12" Two Section Ploy Signal	Temple, Inc.	$188.00	NO	BID	NO	BID
SA102E 12" Two Section Ploy Signal with Turn Arrows	Temple, Inc.	$197.00	NO	BID	NO	BID
SA103A 12" Three Section Signal	Temple, Inc.	$271.00	NO	BID	NO	BID
SA103C 12" Three Section Signal With Turn Arrows	Temple, Inc.	$285.00	NO	BID	NO	BID
SIG104N 12" Four Section Inverted "T"	Temple, Inc.	$431.00	NO	BID	NO	BID
SIG104N 12" Four Section Poly Head	Temple, Inc.	$431.00	NO	BID	NO	BID
SIG105H 12" Five Section Cluster	Temple, Inc.	$451.00	NO	BID	NO	BID
Pedestrian Signal Head (With Dialight Countdown Pedestrian Signals Included)						
12" X 12" Aluminum Head	NO	BID	NO	BID	NO	BID
12" X 12" Polycarbonate Head	Temple, Inc.	$348.00	NO	BID	NO	BID
16" X 18" Polycarbonate Head	Temple, Inc.	$238.00	NO	BID	NO	BID
Traffic Signal Mounting Hardware (or Pelco Equivalent)						
SE5050 Tether Clamp (Tri-Stud)	Temple, Inc.	$22.00	NO	BID	NO	BID
SE5058-06 Extended Tether Assembly	Temple, Inc.	$26.00	NO	BID	NO	BID
Tri-Stud One Way Mounting (SE5089)	Temple, Inc.	$72.00	NO	BID	NO	BID
Tri-Stud Two Way Mounting (SE5063+SE5061)	Temple, Inc.	$165.00	NO	BID	NO	BID
Tri-Stud Three Way Mounting (SE5063+SE5094)	Temple, Inc.	$225.00	NO	BID	NO	BID
Tri-Stud Four Way Mounting (SE5063+SE5097)	Temple, Inc.	$235.00	NO	BID	NO	BID
FR1JPY Polycarbonate Side Of Pole Mount	Temple, Inc.	$38.00	NO	BID	NO	BID
Inverted "T" Span Wire Hardware	Temple, Inc.	$209.00	NO	BID	NO	BID
5 Section Cluster Hardware Assembly (SE-5165)	Temple, Inc.	$259.00	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Backplates and Miscellaneous						
BK-1003 - Backplate For SA103A	Temple, Inc.	$65.00	NO	BID	NO	BID
BK-1004 - Backplate For SA104A	Temple, Inc.	$80.00	NO	BID	NO	BID
BK-1005 - Backplate For 5 Section Cluster	Temple, Inc.	$132.00	NO	BID	NO	BID
BK-2027 - Inverted "T" Back Plate	Temple, Inc.	$140.00	NO	BID	NO	BID
SE-2005 - Pedestrian Push Button	Temple, Inc.	$41.00	NO	BID	NO	BID
Two-Wire Pushbutton Station (9"x15" sign) with Special Message Prerecorded	Temple, Inc.	$516.00	NO	BID	NO	BID
Two-Wrie Pushbutton Station Control Unit	Temple, Inc.	$2,653.00	NO	BID	NO	BID
Four-Wire Pushbutton Station (9"x15" with Special Message Prerecorded	NO	BID	NO	BID	NO	BID
Four-Wire Pushbutton Station Control Unit	NO	BID	NO	BID	NO	BID
R920 RRFB Pedestrian Activated Warning System (Solar)	Temple, Inc.	$6,514.00	NO	BID	NO	BID
Uninterruptible Power Supply with Cabinet	Temple, Inc.	$4,282.00	NO	BID	NO	BID
AI-500-050 Field Communications Monitory Controller Shelf Mount	Temple, Inc.	$2,626.00	NO	BID	NO	BID
AI-500-080 Communications Monitory Controller Rack Mount	NO	BID	NO	BID	NO	BID
Devices for Actuated Cabinet Assemblies						
Siemens EPAC 3108M52, 8 Phase NEMA Controller	Temple, Inc.	$3,003.00	NO	BID	NO	BID
Siemens EPAC 3108M60 ATC Eight Phase NEMA Controller	Temple, Inc.	$3,690.00	NO	BID	NO	BID
EDI SSM-6LEC - Six Channel NEMA Conflict Monitor	Temple, Inc.	$721.00	NO	BID	NO	BID
EDI SSM-12LEC - 12 Channel NEMA Conflict Monitor	Temple, Inc.	$800.00	NO	BID	NO	BID
EDI MMU16-EIP Sixteen Channel NEMA Conflict Monitor	Temple, Inc.	$942.00	NO	BID	NO	BID
EDI PS-175 NEMA TS-1 Rack Power Supply	Temple, Inc.	$196.00	NO	BID	NO	BID
PDC SSS-86-3 Load Switch	Temple, Inc.	$24.00	NO	BID	NO	BID
810 NEMA Two Circuit Flasher	Temple, Inc.	$25.00	NO	BID	NO	BID
EDI LMD-301 Single Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	$166.00	NO	BID	NO	BID
EDI LMD-302 Two Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	$325.00	NO	BID	NO	BID
EDI LMD-304 Four Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	$325.00	NO	BID	NO	BID
EDI Oracle-S1E Single Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	$50.00	NO	BID	NO	BID
EDI Oracle-S2E Two Channel Shelf Mount Inductive Loop Monitor	Temple, Inc.	$223.00	NO	BID	NO	BID
EDI Oracle 4H Four Channel Rack Mount LCD Inductive Loop Monitor	Temple, Inc.	$327.00	NO	BID	NO	BID
EP160 NEMA Panel Flasher Assembly with SPA100 Arrestor	Temple, Inc.	$382.00	NO	BID	NO	BID
EP160 Panel Flasher Assembly with Time Clock	Temple, Inc.	$923.00	NO	BID	NO	BID
AF-213 Solid State Cube Flasher	NO	BID	NO	BID	NO	BID
Par 335 Flash Relay	Temple, Inc.	$22.00	NO	BID	NO	BID
EDCO Products						
SRA16C Loop Arrestor	Temple, Inc.	$8.00	NO	BID	NO	BID
SRA63 Remote Input Arrestor	Temple, Inc.	$14.00	NO	BID	NO	BID
SHP300-10 Main Line Arrestor	NO	BID	NO	BID	NO	BID
SPA303 Load Switch Arrestor	Temple, Inc.	$21.00	NO	BID	NO	BID
AP340 Arrestor	Temple, Inc.	$86.00	NO	BID	NO	BID
Pelco Products						
AB105-24 Astro-Brac For Signs	Temple, Inc.	$116.00	NO	BID	NO	BID
AB105-30 Astro-Brac For Signs	Temple, Inc.	$117.00	NO	BID	NO	BID
B116 Astro-Brac	Temple, Inc.	$144.00	NO	BID	NO	BID
AB109 Astro-Brac For Five Section Signal	Temple, Inc.	$266.00	NO	BID	NO	BID
SP5116 Astro-Brac For Inverted "T"	Temple, Inc.	$326.00	NO	BID	NO	BID
AB116-4 Astro-Brac for Four Section Signal	Temple, Inc.	$152.00	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Miscellaneous Products						
Quazite PC 1212 Concrete Junction Boxes	NO	BID	NO	BID	NO	BID
TC4008 8x8x6 Pull Box	NO	BID	NO	BID	NO	BID
Quazite PC1324HA Concrete Pull Box	NO	BID	NO	BID	NO	BID
Quazite PB40581224B24 Concrete Cabinet Base	NO	BID	NO	BID	NO	BID
LED Signal Modules…Must Meet or Exceed 2005 ITE (GE Lumination Only)						
8 in. Red Ball. (433-1110-003XL)	Temple, Inc.	$43.00	NO	BID	NO	BID
8 in. Yellow Ball. (433-3130-901XL)	Temple, Inc.	$49.00	NO	BID	NO	BID
8 in. Green Ball. (433-2020-001XL)	Temple, Inc.	$48.00	NO	BID	NO	BID
12 in. Red Ball. 15 Year Warranty	Temple, Inc.	$46.00	NO	BID	NO	BID
12 in. Yellow Ball. 15 Year Warranty	Temple, Inc.	$50.00	NO	BID	NO	BID
12 in. Green Ball. 15 Year Warranty	Temple, Inc.	$47.00	NO	BID	NO	BID
12 in. Red Arrow. 15 Year Warranty	Temple, Inc.	$51.00	NO	BID	NO	BID
12 in. Yellow Arrow. 15 Year Warranty	Temple, Inc.	$55.00	NO	BID	NO	BID
12 in. Green Arrow. (432-2324-001XOD)	Temple, Inc.	$52.00	NO	BID	NO	BID
16" x 18" Countdown Pedestrian Signal (430-6479-001X)	Temple, Inc.	$159.00	NO	BID	NO	BID
16" x 18" Hand and Person Pedestrian Signal (430-6450-001X)	Temple, Inc.	$142.00	NO	BID	NO	BID
12" x 12" Countdown Pedestrian Signal (430-7773-001X)	Temple, Inc.	$106.00	NO	BID	NO	BID
16" x 18" Hand and Person Pedestrian Signal (430-6772-001X)	Temple, Inc.	$100.00	NO	BID	NO	BID
Cables						
Seven conductor #14CU. STD. Signal Cable	NO	BID	NO	BID	NO	BID
#138 Optical Detector Cable	Temple, Inc.	$0.60	NO	BID	NO	BID
Type LMR240 -- TC240NMC 1/4" Superflex Coaxial 3' Jumper	NO	BID	NO	BID	NO	BID
Type LMR600 1/2" Coax (Price per Ft)	NO	BID	NO	BID	NO	BID
Technical Assistance Per Day For (1) IMSA certified Technician						
Per Day Cost To City	Temple, Inc.	$1,250.00	NO	BID	NO	BID
Per Mile Cost To City	Temple, Inc.	$1.00	NO	BID	NO	BID
Radio Equipment & Software						
Astron Corporation RS3A Power Supply	NO	BID	NO	BID	NO	BID
MDS9810 Spread Spectrum Radio	Temple, Inc.	$1,835.00	NO	BID	NO	BID
Kathrein Scala TY-900 YAGI Antenna	Temple, Inc.	$172.00	NO	BID	NO	BID
Poly Phasor IS50NX-C2 Arrester	Temple, Inc.	$57.00	NO	BID	NO	BID
Controler to Radio Cable (Connector)	Temple, Inc.	$47.00	NO	BID	NO	BID
Complete Intersection Radio System	Temple, Inc.	$2,054.00	NO	BID	NO	BID
Tactics-Marc Software for Use with Eagle Controllers	Temple, Inc.	$14,286.00	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Solar Power Flashing Beacons						
Carmanah R247C Single Beacon Flasher	Temple, Inc.	$2,374.00	NO	BID	NO	BID
Carmanah R247C Dual Beacon Flasher	Temple, Inc.	$3,438.00	NO	BID	NO	BID
Carmanah R829 Single Beacon School Zone Flasher	Temple, Inc.	$2,374.00	NO	BID	NO	BID
Carmanah R829 Dual Beacon School Zone Flasher	Temple, Inc.	$3,438.00	NO	BID	NO	BID
Wireless Detector Equipment						
Sensys Networks, AP240,-S Access Point with Mounting Bracket	NO	BID	NO	BID	NO	BID
Sensys Networks APCC-M, Access Point Module with Two APCC-ACC-1 Isolators and Two APCC-SPP Radios with Mounting Brakcets	Temple, Inc.	$3,723.00	NO	BID	NO	BID
Sensys Networks RP240-BH-LL, Long Life Repeater with Mounting Bracket	Temple, Inc.	$1,593.00	NO	BID	NO	BID
Sensys Networks, CC240, 4 Channel Contact Closure Card	Temple, Inc.	$725.00	NO	BID	NO	BID
Sensys Networks, EX240, 4 Channel Extension Card	Temple, Inc.	$460.00	NO	BID	NO	BID
Sensys Networks, VSN240-F, Flush Mounted Sensor	Temple, Inc.	$598.00	NO	BID	NO	BID
Sensys Networks, CC-ACC, Accessbox for Contact Closure Card	Temple, Inc.	$205.00	NO	BID	NO	BID
CAT5E Ethernet Patch Cable, Snagless, Black 4 ft.	Temple, Inc.	$8.00	NO	BID	NO	BID
CAT5E Ethernet Patch Cable, Snagless, Black 2 ft.	Temple, Inc.	$6.00	NO	BID	NO	BID
Fabick 450 ML Pour-Pac Epoxy Cat # M-PP-450 with M-SM-750 Large Pour Tube	Temple, Inc.	$75.00	NO	BID	NO	BID
Out of Ground Detection Equipment						
MSSEDCO Radar Intersector with Astro Brac Included	NO	BID	NO	BID	NO	BID
MSSEDCO 4 Output Detector Card	NO	BID	NO	BID	NO	BID
MSSEDCO ESX Unit Card	NO	BID	NO	BID	NO	BID
MSSEDCO Install Kit	NO	BID	NO	BID	NO	BID
ITERIS EDGE2-2N Detector Card	Temple, Inc.	$3,375.00	NO	BID	NO	BID
ITERIS CAM-RZ4 Wide Dynamic Range Camera with Bracket	Temple, Inc.	$1,894.00	NO	BID	NO	BID
ITERIS Arrester Panel	Temple, Inc.	$85.00	NO	BID	NO	BID
ITERIS Lens Adjustmane Module	Temple, Inc.	$1,334.00	NO	BID	NO	BID
ITERIS Multi Detection (Video + Radar) Detector with Mounting Bracket	Temple, Inc.	$4,288.00	NO	BID	NO	BID
ITRIS Multi Detection Card	Temple, Inc.	$1,969.00	NO	BID	NO	BID
LED Illuminated Street Name Signs						
18" x 48" Single Sided	Temple, Inc.	$1,540.00	NO	BID	NO	BID
18" x 60" Single Sided	Temple, Inc.	$1,700.00	NO	BID	NO	BID
18" x 72" Single Sided	Temple, Inc.	$1,872.00	NO	BID	NO	BID
18" x 96" Single Sided	Temple, Inc.	$2,105.00	NO	BID	NO	BID
24" x 48" Single Sided	Temple, Inc.	$1,608.00	NO	BID	NO	BID
24" x 60" Single Sided	Temple, Inc.	$1,782.00	NO	BID	NO	BID
24" x 72" Single Sided	Temple, Inc.	$1,969.00	NO	BID	NO	BID
24" x 96" Single Sided	Temple, Inc.	$2,237.00	NO	BID	NO	BID

Item Description	LOW BID		1st Alternate		2nd Alternate	
Wavetronix Radar Equipment						
SMARTSENSOR MATRIX (WX-SS-225)	Twincrest Technologies	$3,250.00	NO	BID	NO	BID
SMARTSENSOR EXTENDED RANGE ADVANCE (WX-SS-200E)	Twincrest Technologies	$4,100.00	NO	BID	NO	BID
CLICK 650 CABINET INTERFACE (102-0416)	Twincrest Technologies	$2,550.00	NO	BID	NO	BID
SMARTSENSOR 6-CONDUCTOR 6 FT CABLE WITH MS CONNECTORS (WX-SS-704-006)	Twincrest Technologies	$95.00	NO	BID	NO	BID
SMARTSENSOR 6-CONDUCTOR 1000 FT BULK SPOOL (WX-SS-705)	Twincrest Technologies	$1,000.00	NO	BID	NO	BID
SMARTSENSOR MOUNT (WX-SS-611)	Twincrest Technologies	$175.00	NO	BID	NO	BID
SMARTSENSOR 6-CONDUCTOR CABLE JUCTION BOX (WX-SS-710)	Twincrest Technologies	$160.00	NO	BID	NO	BID
HENKE ENTERPRISES, INC. 4' CABLE PART SDLCCBLMM	Twincrest Technologies	$65.00	NO	BID	NO	BID
HENKE ENTERPRISES, INC. 7-PORT SDLC HUB WITH LATCHING CONNECTORS	Twincrest Technologies	$87.00	NO	BID	NO	BID
WAVETRONIX 1-SENSOR MATRIX PACKAGE W/CLICK 650 (WX-SS-225-1AC-650) TO INCLUDE: 1 SMARTSENSOR MATRIX SENSOR, 1 SENSOR MOUNTING BRACKET, 1 J-BOX, 1 CLICK 650	Twincrest Technologies	$6,710.00	NO	BID	NO	BID
WAVETRONIX 2-SENSOR MATRIX PACKAGE W/CLICK 650 (WX-SS-225-2AC-650) TO INCLUDE: 2 SMARTSENSOR MATRIX SENSOR, 2 SENSOR MOUNTING BRACKET, 2 J-BOX, 1 CLICK 650	Twincrest Technologies	$10,870.00	NO	BID	NO	BID
WAVETRONIX 3-SENSOR MATRIX PACKAGE W/CLICK 650 (WX-SS-225-3AC-650) TO INCLUDE: 3 SMARTSENSOR MATRIX SENSOR, 3 SENSOR MOUNTING BRACKET, 3 J-BOX, 1 CLICK 650	Twincrest Technologies	$15,030.00	NO	BID	NO	BID
WAVETRONIX 4-SENSOR MATRIX PACKAGE W/CLICK 650 (WX-SS-225-4AC-650) TO INCLUDE: 4 SMARTSENSOR MATRIX SENSOR, 4 SENSOR MOUNTING BRACKET, 4 J-BOX, 1 CLICK 650	Twincrest Technologies	$19,190.00	NO	BID	NO	BID
WAVETRONIX 1-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-1AC-656) TO INCLUDE: 1 SMARTSENSOR MATRIX SENSOR, 1 SENSOR MOUNTING BRACKET, 1 J-BOX, 1 CLICK 656	Twincrest Technologies	$7,985.00	NO	BID	NO	BID
WAVETRONIX 2-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-2AC-656) TO INCLUDE: 2 SMARTSENSOR MATRIX SENSOR, 2 SENSOR MOUNTING BRACKET, 2 J-BOX, 1 CLICK 656	Twincrest Technologies	$12,145.00	NO	BID	NO	BID
WAVETRONIX 3-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-3AC-656) TO INCLUDE: 3 SMARTSENSOR MATRIX SENSOR, 3 SENSOR MOUNTING BRACKET, 3 J-BOX, 1 CLICK 656	Twincrest Technologies	$16,305.00	NO	BID	NO	BID
WAVETRONIX 4-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-4AC-656) TO INCLUDE: 4 SMARTSENSOR MATRIX SENSOR, 4 SENSOR MOUNTING BRACKET, 4 J-BOX, 1 CLICK 656	Twincrest Technologies	$20,465.00	NO	BID	NO	BID
WAVETRONIX 5-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-5AC-656) TO INCLUDE: 5 SMARTSENSOR MATRIX SENSOR, 5 SENSOR MOUNTING BRACKET, 5 J-BOX, 1 CLICK 656	Twincrest Technologies	$24,625.00	NO	BID	NO	BID
WAVETRONIX 6-SENSOR MATRIX PACKAGE W/CLICK 656 (WX-SS-225-6AC-656) TO INCLUDE: 6 SMARTSENSOR MATRIX SENSOR, 6 SENSOR MOUNTING BRACKET, 6 J-BOX, 1 CLICK 656	Twincrest Technologies	$28,875.00	NO	BID	NO	BID
CLICK 656 6-SENSOR CABINET INTERFACE (102-0451)	Twincrest Technologies	$3,825.00	NO	BID	NO	BID

Source and Supply
Bids Jan - June 2022

Product Group Bids	**Central Pipe**	**Consolidated Pipe**	**Ferguson Waterworks**	**Southern Pipe & Supply**
Meter Service Fittings	$ 52.34	$ 74.20	$ 61.69	$ 53.46
Tapping Saddles	$ 56.49	$ 66.57	$ 58.54	$ 59.12
Tapping Sleeves	$ 526.03	$ 549.43	$ 589.25	$ 505.39
Brass Fittings	$ 13.21	$ 15.54	$ 11.67	$ 12.27
Gate Valves	$ 545.99	$ 565.55	$ 683.60	$ 550.35
Couplings, Water	$ 124.52	$ 115.40	$ 130.33	$ 104.51
Repair Clamps	$ 83.18	$ 90.64	$ 103.30	$ 79.48
Hymax Couplings	$ 313.96	$ 321.75	$ 323.40	$ 337.61
Couplings Sewer	$ 54.34	$ 63.16	$ 51.72	$ 40.47
Max Adapters	N/B	N/B	$ 102.98	$ 97.89
Sewer Saddles	$ 39.60	$ 47.15	$ 36.90	$ 34.02
CTS Tubing	N/B	N/B	N/B	N/B
ADS HDPE	N/B	N/B	$ 0.54	$ 0.58
Connections, Sewer INSERTA TEE'S	N/B	N/B	$ 99.00	$ 99.42
Connections, Sewer Torque Boots	N/B	N/B	N/B	N/B

Single Bid Items	**Central Pipe**	**Consolidated Pipe**	**Ferguson Waterworks**	**Southern Pipe & Supply**
Fire Hydrant: Mueller 3 Way X 3.5 Ft. Bury	N/B	$ 1,766.98	$ 1,834.00	N/B
Mueller: Super Centurion A-423 12" Extension	N/B	$ 631.08	$ 624.00	N/B
Mueller: Super Centurion A-423 18" Extension	N/B	$ 711.04	$ 706.00	N/B
Concrete Meter Box, PALLET	N/B	N/B	$ 33.00	$ 32.89
Concrete Meter Box, Large, Less Lid	N/B	N/B	$ 60.00	$ 59.89
Meter Box Plastic - 10x15 Plastic Meter Box - Pallet	$ 25.80	N/B	$ 21.00	$ 22.50
Valve box: Small	$ 101.50	$ 48.00	$ 164.00	$ 86.67
Valve box: Large	$ 116.10	$ 68.00	$ 214.00	$ 110.07
1" Valve box riser	$ 17.50	$ 11.00	$ 26.00	$ 20.00
3" Valve box riser	$ 23.63	$ 16.00	$ 45.00	$ 34.00
6" Valve box riser	$ 50.70	$ 36.00	$ 70.00	$ 52.50
Valve Body Extension	N/B	N/B	N/B	N/B

Water Meters (Prices are EA)	**Central Pipe**
¾" Water Meter	$ 155.00
1" Water Meter	$ 300.00
1 1/2" Water Meter W/ test plug	$ 610.00
2" Water Meter W/ test plug	$ 867.00
Magnet	N/B
Modules (RTM)	N/B
Rebar Mounts	N/B
Lid Mounts	N/B

Water Treatment Chemicals	**Allied**	**Brenntag**	**Harcros**	**Wofford**
Potassium Permanganate	N/B	$ 4.49	$ 8.91	N/B
Sodium Flouride	N/B	N/B	$ 2.00	N/B
Soda Ash	N/B	$ 0.41	$ 0.56	N/B
Chlorine Gas 150 lb Cylinder	$ 0.95	$ 1.08	N/B	N/B
Chlorine Gas 2,000lb Cylinder	$ 1,780.00	N/B	$ 2,400.00	N/B
Carus Chemical Company (Aqua Mag)	N/B	N/B	N/B	N/B
Mersch Co. (Aqua Gold)	N/B	N/B	N/B	$ 16.35
Sulfur Dioxide	$ 165.00	$ 123.00	N/B	N/B

CITY OF STARKVILLE
2020 JUL-DEC SOURCE OF SUPPLY UNIT PRICE CONSTRUCTION BIDS
STARKVILLE UTILITIES
CONTACT PERSON
Vincent McKenzie (662) 323 – 3133 EXT 131
PAPER COPIES OF APPLICABLE SHEETS MUST BE RETURNED TO CITY CLERK'S OFFICE
Note: All items shall be bid sales tax exempt and F.O.B. Starkville, MS

	Box Construction	H & H
Bidder________ **Contact Person**________	Box Construction	H & H
Address________ **Contact Person Phone**________	Michael Box 662-285-7959	Mitchell Halford 662-552-0414

"City" indicates City of Starkville.
A "project" shall be defined as a single instance when the City of Starkville will hire a Source of Supply contractor to install new infrastructure in a prescribed scope of work in a geographical contiguous location.
"Maintenance" shall be defined as a single instance when the City of Starkville will hire a Source of Supply contractor to perform a prescribed scope of work on existing infrastructure owned and maintained by Starkville Utilities. The amount of hours necessary to complete the work will be agreed upon before contractor is hired.
The unit prices in Sections 1 through 11 shall be used for projects. Estimated quantities will be provided before a contractor is hired for a project. The prices therein shall cover all labor and equipment to excavate, bed, install and backfill the following infrastructure to City specifications (available upon request) at sizes and depths shown. Section 12 is reserved for maintenance services that will be approved on a case by case basis. An understanding of work to be performed and necessary hours to complete will be agreed upon before the contractor is hired. The City shall furnish all materials unless noted otherwise. The contractor is responsible for all equipment required to load and deliver all piping, fittings, bedding material, etc. to the project from the City stockpile and returning any unused materials at the completion of the work to the City stockpile (unit prices shown below shall include these costs).
Compliance with the State of Mississippi 811 statues regarding the locations of underground utilities prior to the commencement of any work shall be the responsibilit
of the contractor and compensation for any damages to underground utilities as a result of the performance of any work covered by this bid shall be the responsibility of the contractor.
The contractor shall carefully inspect all City provided materials and notify the City of any defects or damages prior to handlin the materials. Replacement of damaged materials after being handled by the contractor shall be the responsibility of the contractor.
All sites must be leveled and ready for grassing prior to approval of invoice. Any site that has large chunks of dirt, excess gravel, broken pipes, debris, or other trash will not be acceptable.
In traffic areas, backfilling shall incorporate the City's approved Utility Trench Repair Standard that includes returning the trench to an acceptable driving surface as approved by the City of Starkville's Engineering Department. Contractor will not be responsible for laying asphalt after repair.
In non-traffic areas, un-compacted backfill shall incorporate a sufficient "crown" to compensate for settling that may occur ov the subsequent 1 month.
The bid unit prices in sections 1 through 8 shall be inclusive of all labor necessary for the contractor to complete the project and provide one (1) year warranty, commencing from the time of project completion, covering:
1. Labor and equipment to correct defects in workmanship.
2. Replacement of materials where the failure is determined to be caused by the handling and installation practices of the contractor.
3. Sufficiently correcting of grades where fully settled backfill is below or above the grades of the adjacent undisturbed soils.
Apparent winning bidders may be asked to submit qualification documents to the City where the City has no prior experience with the contractor's qualifications
In order to submit this bid, the contractor must attach the following information to this form when submitting.
1. Board of Contracting Licensure #______ 2. W-9
3. The contractor must obtain and maintain throughout the term of this contract, a Certificate of Insurance with the following minimum limits:
- Each Occurrence $1,000,000
- Damage to Rented Premises $ 100,000
- Med Exp (Any One Person) $ 5,000
- Personal and Adv Injury $1,000,000
- General Aggregate $2,000,000
- Products – Comp/Op Agg $1,000,000

*Any coverage not specifically mentioned here does not imply that the City of Starkville is responsible for said coverage in any instance. Adequate insurance and the associated liability is solely the contractor's responsibility.

Section 1.0: Mobilization
Mobilization is to be paid once per project. Project sizes will be labeled as a "small, medium, or large" project.

Item	Box Construction	H & H
Small Project Mobilization (0' to 100' of water or sewer line) $________	$ 500.00	$ 200.00
Medium Project Mobilization (101' to 1,000' of water or sewer line) $________	$ 700.00	$ 400.00
Large Project Mobilization (1,001' to 2,000' of water or sewer line) $________	$ 1,000.00	$ 600.00

Section 2.0: Pipe Demolition & Disposal (Includes Excavation, Equipment, and Associated Haul-Off Costs)					
Diameter	**Cut Depth**	**Length**	**Bid Price per LF**		
0”-24”	0’ – 6’ Cut	N/A	$ ____________ $	$ 6.00	$ 6.00
25”-48”	0’ – 6’ Cut	N/A	$ ____________	$ 8.00	$ 8.00
Larger than 48”	0’ – 6’ Cut	N/A	$ ____________	$ 13.00	$ 13.00
0”-24”	7’ – 10’ Cut	N/A	$ ____________	$ 15.00	$ 14.00
25”-48”	7’ – 10’ Cut	N/A	$ ____________	$ 15.00	$ 16.00
Larger than 48”	7’ – 10’ Cut	N/A	$ ____________	$ 18.00	$ 18.00
0”-24”	> 10’ Cut	N/A	$ ____________	$ 18.00	$ 20.00
25”-48”	>10’ Cut	N/A	$ ____________	$ 21.00	$ 21.00
Larger than 48”	>10’ Cut	N/A	$ ____________	$ 21.00	$ 22.00
Section 3.0: PVC Sewer Pipe Installation (Per City of Starkville Minimum Specifications for the Installation of Sewer Lines).					
Diameter	**Cut Depth**	**Length**	**Bid Price per LF**		
4”	0’ – 6’ Cut	0’ – 300’	$ ____________	$ 9.00	$ 9.00
4”	0’ – 6’ Cut	301’ – 700’	$ ____________	$ 9.00	$ 9.00
4”	0’ – 6’ Cut	701’ +	$ ____________	$ 9.00	$ 9.00
4”	6” – 10’ Cut	0’ – 300’	$ ____________	$ 11.00	$ 11.00
4”	6’ – 10’ Cut	301’ – 700’	$ ____________	$ 11.00	$ 11.00
4”	6’ – 10’ Cut	701’ +	$ ____________	$ 11.00	$ 11.00
4”	10’ – 16’Cut	0’ – 300’	$ ____________	$ 17.00	$ 17.00
4”	10’ – 16’Cut	301’ –700’	$ ____________	$ 17.00	$ 17.00
4”	10’ – 16’Cut	701’ +	$ ____________	$ 17.00	$ 17.00
6”	0’ – 6’ Cut	0’ – 300’	$ ____________	$ 9.00	$ 9.00
6”	0’ – 6’ Cut	301’ – 700’	$ ____________	$ 9.00	$ 9.00
6”	0’ – 6’ Cut	701’ +	$ ____________	$ 9.00	$ 9.00
6”	6” – 10’ Cut	0’ – 300’	$ ____________	$ 11.00	$ 11.00
6”	6’ – 10’ Cut	301’ – 700’	$ ____________	$ 11.00	$ 11.00
6”	6’ – 10’ Cut	701’ +	$ ____________	$ 11.00	$ 11.00
6”	10’ – 16’Cut	0’ – 300’	$ ____________	$ 17.00	$ 17.00
6”	10’ – 16’Cut	301’ –700’	$ ____________	$ 17.00	$ 17.00
6”	10’ – 16’Cut	701’ +	$ ____________	$ 17.00	$ 17.00
8”	0’ – 6’ Cut	0’ – 300’	$ ____________	$ 9.50	$ 9.50
8”	0’ – 6’ Cut	301’ – 700’	$ ____________	$ 9.50	$ 9.50
8”	0’ – 6’ Cut	701’ +	$ ____________	$ 9.50	$ 9.50
8”	6” – 10’ Cut	0’ – 300’	$ ____________	$ 12.00	$ 12.00
8”	6’ – 10’ Cut	301’ – 700’	$ ____________	$ 12.00	$ 12.00
8”	6’ – 10’ Cut	701’ +	$ ____________	$ 12.00	$ 12.00
8”	10’ – 16’Cut	0’ – 300’	$ ____________	$ 17.00	$ 17.00
8”	10’ – 16’Cut	301’ –700’	$ ____________	$ 17.00	$ 17.00
8”	10’ – 16’Cut	701’ +	$ ____________	$ 17.00	$ 17.00
10”	0’ – 6’ Cut	0’ – 300’	$ ____________	$ 11.00	$ 11.00
10”	0’ – 6’ Cut	301’ – 700’	$ ____________	$ 11.00	$ 11.00
10”	0’ – 6’ Cut	701’ +	$ ____________	$ 11.00	$ 11.00
10”	6” – 10’ Cut	0’ – 300’	$ ____________	$ 12.00	$ 12.00
10”	6’ – 10’ Cut	301’ – 700’	$ ____________	$ 12.00	$ 12.00
10”	6’ – 10’ Cut	701’ +	$ ____________	$ 12.00	$ 12.00
10”	10’ – 16’Cut	0’ – 300’	$ ____________	$ 19.00	$ 19.00
10”	10’ – 16’Cut	301’ –700’	$ ____________	$ 19.00	$ 19.00
10”	10’ – 16’Cut	701’ +	$ ____________	$ 19.00	$ 19.00
12”	0’ – 6’ Cut	0’ – 300’	$ ____________	$ 11.00	$ 11.00
12”	0’ – 6’ Cut	301’ – 700’	$ ____________	$ 11.00	$ 11.00
12”	0’ – 6’ Cut	701’ +	$ ____________	$ 11.00	$ 11.00
12”	6” – 10’ Cut	0’ – 300’	$ ____________	$ 13.00	$ 13.00
12”	6’ – 10’ Cut	301’ – 700’	$ ____________	$ 13.00	$ 13.00
12”	6’ – 10’ Cut	701’ +	$ ____________	$ 13.00	$ 13.00
12”	10’ – 16’Cut	0’ – 300’	$ ____________	$ 19.00	$ 19.00
12”	10’ – 16’Cut	301’ –700’	$ ____________	$ 19.00	$ 19.00
12”	10’ – 16’Cut	701’ +	$ ____________	$ 19.00	$ 19.00
15”	0’ – 6’ Cut	0’ – 300’	$ ___________	$ 13.00	$ 19.00
15”	0’ – 6’ Cut	301’ – 700’	$ ____________	$ 13.00	$ 19.00
15”	0’ – 6’ Cut	701’ +	$ ____________	$ 13.00	$ 19.00
15”	6” – 10’ Cut	0’ – 300’	$ ____________	$ 15.00	$ 15.00
15”	6’ – 10’ Cut	301’ – 700’	$ ____________	$ 15.00	$ 15.00
15”	6’ – 10’ Cut	701’ +	$ ____________	$ 15.00	$ 15.00
15”	10’ – 16’Cut	0’ – 300’	$ ____________	$ 19.00	$ 19.00
15”	10’ – 16’Cut	301’ –700’	$ ____________	$ 19.00	$ 19.00
15”	10’ – 16’Cut	701’ +	$ ____________	$ 19.00	$ 19.00
18”	0’ – 6’ Cut	0’ – 300’	$ ____________	$ 14.00	$ 14.00
18”	0’ – 6’ Cut	301’ – 700’	$ ____________	$ 14.00	$ 14.00
18”	0’ – 6’ Cut	701’ +	$ ____________	$ 14.00	$ 14.00
18”	6” – 10’ Cut	0’ – 300’	$ ____________	$ 16.00	$ 16.00
18”	6’ – 10’ Cut	301’ – 700’	$ ____________	$ 16.00	$ 16.00
18”	6’ – 10’ Cut	701’ +	$ ____________	$ 16.00	$ 16.00
18”	10’ – 16’Cut	0’ – 300’	$ ____________	$ 19.00	$ 19.00
18”	10’ – 16’Cut	301’ –700’	$ ____________	$ 19.00	$ 19.00
18”	10’ – 16’Cut	701’ +	$ ____________	$ 19.00	$ 19.00
21”	0’ – 6’ Cut	0’ – 300’	$ ____________	$ 15.00	$ 15.00
21”	0’ – 6’ Cut	301’ – 700’	$ ____________	$ 15.00	$ 15.00
21”	0’ – 6’ Cut	701’ +	$ ____________	$ 15.00	$ 15.00
21”	6” – 10’ Cut	0’ – 300’	$ ____________	$ 17.00	$ 17.00
21”	6’ – 10’ Cut	301’ – 700’	$ ____________	$ 17.00	$ 17.00
21”	6’ – 10’ Cut	701’ +	$ ____________	$ 17.00	$ 17.00

21”	10’ – 16’Cut	0’ – 300’	$ ____________	$ 20.00	$ 20.00
21”	10’ – 16’Cut	301’ –700’	$ ____________	$ 20.00	$ 20.00
21”	10’ – 16’Cut	701’ +	$ ____________	$ 20.00	$ 20.00
24”	0’ – 6’ Cut	0’ – 300’	$ ____________	$ 18.00	$ 18.00
24”	0’ – 6’ Cut	301’ – 700’	$	$ 18.00	$ 18.00
24”	0’ – 6’ Cut	701’ +	$ ____________	$ 18.00	$ 18.00
24”	6” – 10’ Cut	0’ – 300’	$ ____________	$ 21.00	$ 21.00
24”	6’ – 10’ Cut	301’ – 700’	$ ____________	$ 21.00	$ 21.00
24”	6’ – 10’ Cut	701’ +	$ ____________	$ 21.00	$ 21.00
24”	10’ – 16’Cut	0’ – 300’	$ ____________	$ 24.00	$ 24.00
24”	10’ – 16’Cut	301’ –700’	$ ____________	$ 24.00	$ 24.00
24”	10’ – 16’Cut	701’ +	$ ____________	$ 24.00	$ 24.00

Section 4.0: Miscellaneous Sewer Line Installations **Bid Price (Per Each)**

New manhole installation and invert construction during any number of pipeline connection and installation (per the City of Starkville Minimum Specifications for Sewer Line Installation).

0' - 6' Invert Depth	$ 375.00	$ 400.00
6' - 10' Invert Depth	$ 600.00	$ 600.00
10' - 16' Invert Depth	$ 875.00	$ 900.00
Manhole installation over existing line (per vertical foot)	$ 90.00	$ 100.00
Tying to existing manhole	$ 400.00	$ 300.00
4" Sewer Manhole Tap	$ 400.00	$ 400.00
4" Sewer Line Tap	$ 275.00	$ 250.00
6" Sewer Manhole Tap	$ 600.00	$ 600.00
6" Sewer Line Tap	$ 300.00	$ 300.00
8" Sewer Manhole Tap (Cored)	$ 800.00	$ 800.00

Welding of steel casing during open cut sewer line installations

Steel Casing Diamter		Bid (per weld)
6"	$ 35.00	$ 30.00
8"	$ 35.00	$ 40.00
10"	$ 45.00	$ 50.00
12"	$ 45.00	$ 60.00
14"	$ 50.00	$ 70.00
16"	$ 75.00	$ 80.00
18"	$ 75.00	$ 90.00
20"	$ 100.00	$ 100.00
24"	$ 100.00	$ 120.00

Section 5.0: Water pipe and open cut steel casing installation (Per City of Starkville Minimum Specifications for the Installation of Water Lines).

Nominal depth of 36" TYPE I Bedding (per City Specs)

Pipe Diameter		Bid (per LF)
2" (icluding threaded connections)	$ 4.00	$ 4.00
4"	$ 4.50	$ 4.50
6"	$ 5.00	$ 5.00
8"	$ 5.50	$ 5.50
10"	$ 6.00	$ 6.00
12"	$ 6.50	$ 6.50
14"	$ 7.00	$ 8.00
16"	$ 7.50	$ 9.00
18"	$ 8.25	$ 10.00
20"	$ 11.50	$ 10.50
24"	$ 12.25	$ 12.00

Nominal depth of 36" TYPE II Bedding (per City Specs)

Pipe Diameter		Bid (per LF)
4"	$ 5.50	$ 5.50
6"	$ 6.00	$ 6.00
8"	$ 6.50	$ 6.50
10"	$ 7.00	$ 7.00
12"	$ 7.50	$ 7.50
14"	$ 8.00	$ 8.00
16"	$ 9.35	$ 9.00
18"	$ 10.50	$ 11.00
20"	$ 11.50	$ 12.00
24"	$ 13.50	$ 14.00

Nominal depth of 36" TYPE II Bedding (per City SpecsI)

Pipe Diameter		Bid (per LF)
6"	$ 6.50	$ 6.50
8"	$ 7.00	$ 7.00
10"	$ 7.50	$ 7.50
12"	$ 8.50	$ 8.00
14"	$ 9.50	$ 8.50
16"	$ 9.50	$ 9.50
18"	$ 10.50	$ 12.00
20"	$ 12.50	$ 13.00

24"	$ 15.00	$ 15.00
Installation of PVC Casing During Open Cut Water Line Installatoin		
PVC Casing Diameter		Bid (per LF)
6"	$ 4.00	$ 4.50
8"	$ 4.50	$ 5.00
10"	$ 5.50	$ 6.00
12"	$ 6.25	$ 7.00
14"	$ 6.75	$ 7.50
16"	$ 6.80	$ 8.00
18"	$ 8.25	$ 9.00
20"	$ 10.25	$ 11.00
24"	$ 12.25	$ 13.00
Welding of steel casing during open cut water line installations		
Steel Casing Diamter		Bid (per weld)
6"	$ 30.00	$ 30.00
8"	$ 35.00	$ 40.00
10"	$ 40.00	$ 50.00
12"	$ 45.00	$ 60.00
14"	$ 50.00	$ 70.00
16"	$ 50.00	$ 80.00
18"	$ 70.00	$ 90.00
20"	$ 80.00	$ 100.00
24"	$ 80.00	$ 120.00
Section 6.0: Miscellaneous Water Line and Meter Installations		
Welding of steel casing during open cut water line installations		
3/4" Meter Set Only	$ 100.00	$ 100.00
3/4" Meter Tap and Set	$ 150.00	$ 150.00
1" Meter Set Only	$ 100.00	$ 100.00
1" Meter Tap and Set	$ 150.00	$ 150.00
2" Meter Set Only	$ 300.00	$ 150.00
2" Meter Tap and Set	$ 300.00	$ 300.00
2" Hot Tap and Valve	$ 350.00	$ 350.00
4" Hot Tap and Valve	$ 550.00	$ 550.00
6" Hot Tap and Valve	$ 850.00	$ 850.00
8" Hot Tap and Valve	$ 1,000.00	$ 1,000.00
Pipe Fittings Diameter		
2" or Smaller	$ 7.00	$ 10.00
4"	$ 15.00	$ 20.00
6"	$ 20.00	$ 30.00
8"	$ 25.00	$ 40.00
10"	$ 30.00	$ 50.00
12"	$ 35.00	$ 60.00
14"	$ 40.00	$ 70.00
16"	$ 45.00	$ 80.00
18"	$ 45.00	$ 90.00
20"	$ 50.00	$ 100.00
24"	$ 55.00	$ 120.00
Concrete Thrust Blocks		
Concrete thrust blocks shall be placed on all water line bends that are equal to or greater and 22.5° contractor to supply form materials and/or steel rebar where required. City shall supply concrete. $_______________ per specified square foot of concrete bearing (see schedule below) area upon undisturbed trench walls as required by the specifications. **Minimum Bearing Area (Sq. Ft.) on Trench Wall Horizontal Bends**	$ 25.00	$ 20.00
Hydrants		
Setting of hydrants, valves and boxes (does not include connections and thrust blocks which are bid separately) including any	$ 400.00	$ 350.00
Prepare base and set valves and valve box (less connections and thrust blocks which are bid separately) per specifications.		
Valve Size		Bid Each
2" including threaded connections	$ 150.00	$ 125.00
4" - 6"	$ 200.00	$ 200.00
8" - 10"	$ 200.00	$ 225.00
12"	$ 250.00	$ 250.00
14"	$ 250.00	$ 275.00

16"	$ 250.00	$ 300.00	
18"	$ 300.00	$ 325.00	
20"	$ 300.00	$ 350.00	
24"	$ 350.00	$ 400.00	
Section 7.0 Remove and replace Concrete driveway (City shall provide concrete. Contractor shall provide all other materials)			
G. Backfill: All driveway sections shall be backfilled immediately after the 72 hour curing period to the required			
Per linear ft. for saw-cutting. $___________________	$ 20.00	$ 10.00	
Per square ft. removal of existing concrete flat area	$ 15.00	$ 4.50	
Per linear ft. Removal of existing concrete curb and gutter	$ 20.00	$ 15.00	
Per square ft. of in-place concrete flat area	$ 18.00	$ 12.00	
Per linear ft. for in-place curb and gutter	$ 25.00	$ 30.00	
Per linear ft. for expansion material and traffic sealant	$ 5.00	$ 6.00	
Section 8.0 Asphalt Pavement Removal Per Square Yard $___________________	$ 15.00	$ 4.00	
Section 9.0 Erosion Control Services. **IMPORTANT: ALL BIDDERS FOR ANY CONSTRUCTION SERVICE IN THIS SECTION MUST BID ON THIS**			
Broadcast grass seed and apply straw mulch (per sq yd)	$ 3.00	$ 4.00	
Installation of MDOT silt fence (wood stakes)			
Mobilization	$ 200.00	$ 200.00	
per LF	$ 2.50	$ 2.50	
Section 10.0 Jack and Bore Steel Encasement			
Mobilization	NB	$ 200.00	
Pit excavatoins (each)	NB	$ 200.00	
10.1 For Water Lines		per LF	
2"	NB	$ 30.00	
6"	NB	$ 45.00	
8"	NB	$ 55.00	
10"	NB	$ 65.00	
12"	NB	$ 70.00	
14"	NB	$ 125.00	
16"	NB	$ 125.00	
18"	NB	$ 140.00	
20"	NB	$ 170.00	
24"	NB	$ 200.00	
10.2 For Sewer Lines on Grade		per LF	
6"	NB	$ 55.00	
8"	NB	$ 65.00	
10"	NB	$ 75.00	
12"	NB	$ 80.00	
14"	NB	$ 135.00	
16"	NB	$ 140.00	
18"	NB	$ 150.00	
20"	NB	$ 180.00	
24"	NB	$ 220.00	
Section 11.0 Root Treatment in Sewers			Duke's
Minimu LF treated per visit	NB	NB	2000
6"	NB	NB	1.72
8"	NB	NB	1.72
10"	NB	NB	1.89
12"	NB	NB	2.06
15"	NB	NB	2.88
18"	NB	NB	4.14
21"	NB	NB	5.13
24"	NB	NB	6.56
Note: Pay items from section 12.1 must include the name of the operators and/or helpers			
12.1 Equipment and Personnel			
Box blade, Tractor, and Operator (Mobilization Each)	$ 50.00	$ 50.00	
Box blade, Tractor, and Operator (Per Hour)	$ 50.00	$ 60.00	
Dump truck and Operator (6 Cy) (Mobilization Each)			
Dump truck and Operator (6 Cy) (Per Hour)			
Dump Truck and Operator (15Cy) (Mobilization Each)	$ 72.00	$ 50.00	
Dump Truck and Operator (15Cy) (Per Hour)	$ 75.00	$ 75.00	
Dump Truck and Operator (22 Cy) (Mobilization Each)		$ 50.00	
Dump Truck and Operator (22 Cy) (Per Hour)		$ 125.00	
Backhoe and Operator (Mobilization Each)	$ 100.00	$ 100.00	
Backhoe and Operator (Per Hour)	$ 125.00	$ 125.00	
Mini (<6T) Track Hoe Excavator and Operator (Mobilization Each)	$ 300.00	$ 100.00	
Mini (<6T) Track Hoe Excavator and Operator (Per Hour)	$ 150.00	$ 140.00	

Midi (6T-<10T) Track Hoe Excavator and Operator (Mobilization Each)	$ 300.00	$ -
Midi (6T-<10T) Track Hoe Excavator and Operator (Per Hour)	$ 160.00	$ -
Standard (10T-<45T) Track Hoe Excavator and Operator (Mobilization Each)	$ 300.00	$ 250.00
Standard (10T-<45T) Track Hoe Excavator and Operator (Per Hour)	$ 180.00	$ 180.00
Large (>45T) Track Hoe Excavator and Operator (Mobilization Each)	$ 2,500.00	$ -
Large (>45T) Track Hoe Excavator and Operator (Per Hour)	$ 350.00	$ -
Welding Machine and Welder (Mobilization Each)	$ 50.00	$ 50.00
Welding Machine and Welder (Per Hour)	$ 60.00	$ 60.00
D3 Dozer and operator (Mobilization Each)	$ -	$ -
D3 Dozer and operator (Per Hour)	$ -	$ -
D4 Dozer and operator (Mobilization Each)	$ 150.00	$ 150.00
D4 Dozer and operator (Per Hour)	$ 100.00	$ 100.00
D5 Dozer and operator (Mobilization Each)	$ -	
D5 Dozer and operator (Per Hour)	$ -	
D6 Dozer and operator (Mobilization Each)	$ -	
D6 Dozer and operator (Per Hour)	$ -	
Tractor, Sheep's Foot and/or Wobble Wheel and operator (Mobilization Each)	$ -	
Tractor, Sheep's Foot and/or Wobble Wheel and operator (Per Hour)	$ -	
Motor Grader (12G or equal) and operator (Mobilization Each)	$ -	
Motor Grader (12G or equal) and operator (Per Hour)	$ -	
Motorized Wobble Wheel Compactor and operator (Mobilization Each)	$ -	$ 100.00
Motorized Wobble Wheel Compactor and operator (Per Hour)	$ -	$ 85.00
Tractor (425 HP min.), 17 cy capacity pull scraper and operator (Mobilization Each)	$ -	
Tractor (425 HP min.), 17 cy capacity pull scraper and operator (Per Hour)	$ -	
Self-Contained scraper (20 cy capacity) and operator (Mobilization Each)	$ -	
Self-Contained scraper (20 cy capacity) and operator (Per Hour)	$ -	
Tractor (225 HP min), Operator and 15' disk. (Mobilization Each)	$ -	$ -
Tractor (225 HP min), Operator and 15' disk. (Per Hour)	$ -	$ -
Haul 22 CY/26 ton loads fill material from Columbus, MS (Mobilization Each)	$ -	$ 100.00
Haul 22 CY/26 ton loads fill material from Columbus, MS (Per Hour)	$ -	$ 300.00

12.2 Personnel Only	Per Hour	Per Hour
Foreman	$ 45.00	$ 45.00
Skilled Craftsman	$ 40.00	$ 35.00
Laborer	$ 35.00	$ 30.00

Kimley»Horn

December 20, 2021

Terry N Kemp, P.E.
General Manager
Starkville Utilities
200 N. Lafayette St.
Starkville, Mississippi 39759

Re: ***Main Street and Lampkin Street Water Main and Sanitary Sewer Improvements***
Professional Engineering Services

Dear Mr. Kemp:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter proposal (the "Agreement") to ***Starkville Utilities*** ("Client" or "SU") for providing professional services related to water main improvements.

PROJECT UNDERSTANDING

The Client would like to upgrade water mains located along Main Street and Lampkin Street generally between and including the intersections of Douglas L. Connor Dr. and S. Montgomery Street. The existing mains are old and in need of replacement. The design intent will include replacement of the existing mains in the same location to minimize potential conflicts with other utilities and avoid potential streetscape improvements along Main Street.

The sanitary sewer will be upgraded primarily along Lampkin to provide sufficient capacity for any redevelopment needs in the project area. This may include improvements to the collector sewers along Washington St., Jackson St., and Montgomery St.

The project limits are shown in the following image.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Water System Hydraulic Model – Calibration

Kimley-Horn will review the existing water system hydraulic model and reference information provided by Starkville Utilities and will conduct a workshop to review the following:

- Model performance/calibration needs
- Review/Confirm water system physical parameters (tank and line sizes, etc.) and known points of isolation and metering
- Review/Confirm system operational parameters (tank, pump, etc. set points)

Kimley-Horn will develop a flow testing plan to gather data necessary to advance calibration of the uncalibrated areas withing the model. Flow testing will be performed on a unit rate basis per Task 4, herein below.

The flow testing data will be used by Kimley-Horn to validate operational parameters and calibrate the hydraulic model.

Task 2: Utilities Survey

Kimley-Horn will coordinate a third-party survey to provide the location of underground and overhead utilities within the project limits (shown in the *Project Understanding)* pertinent to the replacement of the waterline, as provided and located by MS 811 locate, local utility providers, past as-built plans, and/or local knowledge.

The surveyor will not dig or pothole to obtain the location of any utility. Potholing will be coordinated with Starkville Utilities, if required.

Location of existing planimetric features lying within 15 feet each side of the centerline of existing water lines as marked by the utility provider. It is assumed that the water lines will be replaced in their current horizontal positions.

Task 3: Water and Sewer Design

Kimley-Horn will provide engineering design services set forth below:

Kick-off Meeting/Field Coordination

Kimley-Horn will conduct a project kick-off meeting to review the scope of work and confirm design parameters. This will include a site meeting with the surveyor to review the field conditions, confirm project limits, and discuss specific items required by the survey.

Preliminary Analysis

Several blocks along Main Street and Lampkin Street have two (2) parallel existing water mains. Kimley-Horn will run a scenario with the hydraulic model to determine if installation of a single water main in these areas is feasible without impacting the water supply capacity and fire flow needs. The results of this analysis will be reviewed with Starkville Utilities prior to advancing the design phase.

Design Phases

Kimley-Horn will design improvements for water and sewer in three (3) phases – Schematic design, Detailed design, and Construction Documents. A design submittal will be transmitted to Starkville Utilities at the end of each design phase and following Kimley-Horn's internal quality control review. A design review meeting will be conducted with Starkville Utilities to receive and review comments prior to Kimley-Horn proceeding with the subsequent design phase.

The Schematic design review will include a review of the design survey and schematic alignment to coordinate any supplemental field investigation needed. The Construction Documents review will establish the schedule for advertisement and bidding.

Kimley-Horn will prepare a preliminary opinion of probable construction cost (OPCC) for the recommended improvements. This will be prepared for the schematic design submittal and updated for each phase of design.

Advertisement and Bidding

Once the Construction Documents have been approved by Starkville Utilities, Kimley-Horn will provide the following advertising and bidding services.

- Prepare a Notice to Bidders for publication by the Client. The Client will be responsible for publication of the notice. Kimley-Horn will be responsible for distribution of bidding documents to prospective contractors, suppliers and plan rooms.
- Coordinate a pre-bid conference to be conducted in Starkville (location TBD) to answer questions about the project.
- Provide support to Client's staff during the advertisement phase of the project, answer questions from bidders, issue interpretations of the contract documents and prepare necessary addenda for the project. Addenda will be reviewed and approved by the Client prior to issuance.
- Attend the bid opening for the project, assist in the review and tabulation of the bids received, evaluate the apparent low bidder(s) and make a recommendation regarding the possible award of the contract.

Task 4: Flow Testing – Calibration (Field)

Kimley-Horn will conduct flow tests to gather field data for calibration of the hydraulic model. Flow tests will be conducted at pre-determined locations in the water distribution system. The tests will be conducted by opening a fire hydrant and flowing the hydrant for approximately fifteen minutes. Pressure sensors installed on other fire hydrants in the vicinity of the flowing hydrant will monitor and record the residual pressure in the system.

Task 5: Hydraulic Model Training/SOPs

Kimley-Horn will coordinate a Bentley hydraulic modeling training workshop for Starkville Utilities personnel. Following the Bentley training workshop, Kimley-Horn will conduct in-person review and training session using the calibrated Starkville hydraulic model for those who participated in the Bentley workshop. Kimley-Horn will develop a standard operational protocol (SOP) for scenario development and model updates to provide trained Starkville Utilities' personnel.

Deliverables

Kimley-Horn deliver a hydraulic network model to Starkville Utilities and will coordinate hydraulic model software training for Starkville Utilities personnel.

Kimley-Horn will provide stamped construction documents of the water and sewer improvements.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our current hourly rates or include by amendment. Additional services we can provide include, but are not limited to, the following:

- CCTV of sanitary sewers (to be coordinated with Starkville Utilities if required)
- Potholing of existing utilities
- Geotechnical subsurface evaluation
- GPR and/or supplemental survey services
- Construction observations and administration

INFORMATION PROVIDED BY THE CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- GIS for water and sewer, including lines, valves, manholes, etc.
- Hydraulic model and testing information previously conducted *(already obtained)*

SCHEDULE

Upon notice to proceed, Kimley-Horn will work expeditiously to complete the tasks described herein.

FEES AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Water System Hydraulic Model – Calibration	$ 19,400
Task 2 – Utility Survey	$ 23,600
Task 3 – Water and Sewer Engineering Design	$ 144,500
Total Lump Sum Fee	**$ 187,500**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the services in Tasks 4 - 5 on a unit price basis. Task 4 – Flow Testing – will be performed at a unit rate of $850 per flow test with the maximum fee shown below. The maximum is based on ten (10) flow tests being needed. Task 5 – Hydraulic Model Training/SOPs – is based on an hourly labor fee. Labor fee will be billed on an hourly basis according to our then-current rates.

Task 4 – Flow Testing – Calibration (Field)	$ 8,500 (NTE)
Task 5 – Hydraulic Model Training/SOPs	$ 5,400 (NTE)
Maximum Unit/Labor Fee	**$ 13,900**

Kimley-Horn will not exceed the total maximum unit/labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Master Services Agreement made and entered into as of ________________ ("Effective Date") by and between **Starkville Utilities** and **Kimley-Horn & Associates, Inc.**

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

____ Please email all invoices to ____________________________

____ Please copy ____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons provide a purchase order in accordance with the Master Agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

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

Kimley»Horn

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Elizabeth Johnson

Kirk Mills, P.E.
Sr. Project Manager

Elizabeth Johnson, P.E.
Authorized Signer

ACCEPTED:

CLIENT

BY:

TITLE: General Manager

DATE: JAN 5, 2022

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill wished everyone a safe and healthy 2022.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver stated he hopes 2022 to be a year of growth and post Covid economic recovery.

Alderman Beatty congratulated Fire Chief Charles Yarbrough on his recent appointment as the International Fire Chiefs Association State Director.

Alderman Perkins congratulated Chris Smiley upon his appointment as Sanitation and Environmental Services Director.

CITIZEN COMMENTS:
Alvin Turner, Ward 7, thanked the Police Department for keeping everyone safe through the holidays. He also inquired about the paid parking in the Cotton District.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

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

Mayor Spruill presented the proposed Ordinance and noted it to be a clean version of many prior amendments to the original Ordinance.

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

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

Alderman Brooks, duly seconded by Alderman Rupp, offered a motion approving the amending of the Sanitation Ordinance and § Chapter 94 – Solid Waste of the Municipal Code of Ordinances. The Board voted as follows:

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

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

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

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

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

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

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

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

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

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

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

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

Construction waste: Materials that are remaining from a construction site either commercial or residential that include such items as plumbing supplies, electrical supplies, concrete, masonry, lumber, roofing materials and other materials consistent with construction projects. Such waste shall be handled by a private contractor licensed to do business within the City of Starkville.

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

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

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

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

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

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

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

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

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

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

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

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

"Junk" and/or "scrap" and/or "salvage": Means solid waste material having nominal or no value including: aluminum cans, steel cans, plastic containers, glass, bottles, paper, cardboard, scrap metal, tin, junk car bodies, junk vehicles, scrap iron, old parts, old lumber, windows, doors, roofing materials, wire, fencing material, brick, concrete, old farm implements, broken machinery and

equipment, old pipes, tires, tire rims, hub caps, old plumbing fixtures, tanks, oil drums, batteries, "junk" furniture, and appliances including but not limited to "junk" refrigerators, stoves, washing machines, dryers, water heaters and other appliances that are non-operational and nonfunctional.

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

Multi-unit dwelling unit: The individual unit in any building or structure with kitchen facilities capable of being utilized for residential living, other than a hotel or motel unit, or an accessory dwelling unit as defined by the Unified Development Code, and containing two or more units under one roof.

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

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

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

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

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

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

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

Rubbish: See "household rubbish".

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

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

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

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

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

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

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

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

(Ord. No. 2011-3, § 1, 8-2-11)

- ## Sec. 94-27. - Property maintenance.

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

(a) *Accumulations of metal cans.* No person shall at any time permit metal cans to accumulate on his premises. No cans shall be placed in the city sponsored containers unless they are free from putrid substances. The city or its contractor will at regular intervals remove the cans from sponsored or designated pickup sites and dispose of them in a proper manner. Whenever possible, the city will pick up cans through its curbside recycling program.

(b) *Accumulations of newspapers.* No person shall at any time permit newspapers or similar newsprint products to accumulate on his/her premises. The sanitation division or its contractor shall provide metal containers at suitable locations around the city for the collection of newsprint materials. Whenever possible, the city will pick up newspapers through its curbside recycling program.

(c) *Accumulations of paper boxes or similar containers.* Any person operating a business establishment within the city where paper or cardboard boxes or other paper or fiber containers are used shall not permit the boxes to accumulate on the premises and shall dispose of them in the refuse containers provided by the city or the city's contractor or shall contract as appropriate for their removal from the premises of the business establishment.

(d) *Accumulations of refuse; noxious vegetation; unlawful dumping.* The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract, parcel of land, or the streets adjacent to the land, within the city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affect and impair the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.

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

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

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

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

(Ord. No. 2011-3, § 2, 8-2-11)

- ## Sec. 94-28. - Collection required; collection contractor.

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

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

(Ord. No. 2011-3, § 3, 8-2-11)

- ## Sec. 94-29. - Containers.

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

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

Residential containers. Each resident may be provided waterproof plastic bags of heavy mil construction by the city's sanitation division which can be safely and securely closed. The owner of real property shall be responsible for furnishing adequate refuse containers for the property. Any resident who desires to purchase an individual plastic container may do so understanding that said container is the responsibility of the resident to obtain and maintain and shall be placed for pick-up in accordance with the requirements of section 94-30(e) of this article.

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

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

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

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

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

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

(Ord. No. 2011-3, § 4, 8-2-11)

- ## Sec. 94-30. - Points of collection.

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

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

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

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

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

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

(Ord. No. 2011-3, § 5, 8-2-11)

- ## Sec. 94-31. - Frequency of collection.

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

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

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

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

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

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

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

(Ord. No. 2011-3, § 6, 8-2-11)

- ## Sec. 94-32. – Container pad requirements.

(a) *Front-end-loaded refuse container location requirements.* No front-end-loaded refuse container shall be located within any required front or street side yard setback. No such container shall be located in any required parking space or vehicular use area, or in any required buffer yard or landscaping area. All refuse containers shall be plugged and shall utilize plastic lids.

(1) *Container pads.* Front-end-loaded refuse container pad(s) shall be provided by the property or business owner for all front-end-loaded Containers and shall be constructed, as a minimum,

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

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

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

(Ord. No. 2011-3, § 7, 8-2-11)

- **Sec. 94-33. - Prohibited acts.**

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

(a) For any contractor other than the city to collect or transport solid waste or recyclable materials for
(b) hire or remuneration of any kind without a privilege license issued by the city.

(b) For any person or contractor other than the city or its designated contractor to remove solid waste or recyclable materials from any city owned or controlled or designated refuse bin, container, or collection location.

(c) For any person or contractor other than the city to place or cause to be placed any solid waste upon the property of another.

(d) For any person to do any act prohibited or fail to do any act required by this article or by regulations adopted pursuant to this article.

(e) For any person to withhold payment as required by this article or not otherwise conform to the solid waste rate resolution.

(f) For any person to dump, cause to be dumped, place or cause to be placed any refuse or rubbish of any kind along the rights-of-way, sidewalks and the streets of the city except as provided for in this article.

(g) For dead animals over ten pounds to be placed for collection by the city or its contractor.

(h) For loose litter to be left at collection sites or to be placed in containers other than those authorized by the city for collection. No loose litter shall be collected from the residential containers authorized in section 94-29(b) of this article.

(i) For any person to sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot, or from any public or private sidewalk or driveway.

(j) For any person to throw or deposit litter upon any street or other public place within the city or upon private property.

(k) For any person to throw or deposit litter in any fountain, pond, lake, stream or other body of water in a park or elsewhere within the city.

(Ord. No. 2011-3, § 8, 8-2-11)

- ## Sec. 94-34. - Collection regulations.

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

(a) Every household, commercial establishment, or industrial establishment within the city shall containerize all solid waste for disposal. All large cardboard boxes should be collapsed and placed in a container for collection.

(b) All solid waste collected at, residential establishments that cannot feasibly be containerized, such as large tree trimmings shall be removed by the city by special arrangement with the rubbish division. All solid waste collected at commercial establishments that cannot feasibly be containerized shall be removed by the city only by special arrangement with the sanitation and environmental services department.

(c) All establishments that prepare or handle food or food related products shall place the waste generated from such activities in tightly secured plastic bags prior to disposing of the waste in a refuse container.

(d) All solid waste to be collected by the city's curbside service must be placed within five feet of the traveled portion of the street and shall not block or impede travel on city sidewalks.

(e) Solid waste shall not be placed in the street, drainage ditches, gutters, or on the sidewalk.

(f) The city shall have the option of requiring solid waste containers (dumpsters) at any multi-unit residential, commercial or industrial establishments within the city. The decision to place a certain type or a certain number of a certain size container shall be based upon the type and amount of solid waste generated by said establishments as determined by the sanitation and environmental services department head. All solid waste to be removed by the city must be placed in such a container.

(g) All containers placed by the city must be easily accessible to the collection vehicle. Any person blocking or hindering access to the container shall be considered in violation of this provision of this article and subject to fines and/or other penalties as contained in the penalty and fine resolution referenced herein.

(i) (h) Any container placed by the city shall not be moved or relocated except by authorization from the sanitation and environmental services department. Solid waste to be removed by the city shall be placed for collection only in a container rented to the lessee by the city, or on property owned or controlled by the lessee. Additionally, the scavenging of solid waste from another lessee's container is prohibited and will be considered a violation of this article.

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

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

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

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

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

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

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

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

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

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

(Ord. No. 2011-3, § 9, 8-2-11)

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

(a) Solid waste containers shall be kept closed tightly except during the collection or deposit of garbage, trash, or refuse. The contents of all containers shall be so protected that the wind cannot blow out and scatter the contents of the receptacles over the rights-of-way, roadways, streets, alleys, and premises of the city.

(b) Every solid waste container and its surrounding area shall be maintained by the user in as sanitary condition as possible. Periodic treatment with a residual insecticide by the user may be required.

(c) All solid waste holding or containing any liquid must be drained or dried before being deposited in a container.
(Ord. No. 2011-3, § 10, 8-2-11)

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

(a) Hauling of any solid waste, including building material waste, shall be done on public roads and highways only in vehicles covered so as to prevent any spilling, dripping, blowing or other loss of materials in transit.

(b) It shall be unlawful for any person hauling any fill, rock, sand, concrete or other materials to spill these materials onto the streets of the city. Any person who shall violate the provisions of this section shall upon conviction be punished as provided in this Code and through the fine and penalty resolution referenced herein, and subsequent continued violations may be so punished from time to time in spite of previous convictions or acquittals of the original violation or charge. No conviction or acquittal shall be deemed to bar any civil remedy to enforce compliance with the regulations of this section or to abate any nuisance arising from a violation.

(Ord. No. 2011-3, § 11, 8-2-11)

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

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

(a) Dead animals, animal dressings, or animal manure in excess of ten pounds and/or not capable of being secured within the city approved plastic refuse bag.

(b) Waste oils from garages.

(c) Highly flammable or explosive materials.

(d) Any solid waste that, in the opinion of the sanitation and environmental services department head, would damage or potentially could damage any city equipment and/or vehicle used in the collection and disposal of solid waste.

(e) Solid waste generated by contractors, including, but not limited to, lumber, plaster, sand, gravel, plumbing fixtures, roofing materials, or tree trimmings, resulting from the building, remodeling, or demolishing of any structure, or the clearing of any lot or parcel of land for development.

(f) Automobile frames and parts.

(g) Any solid waste from industrial establishments that is not containerized and properly placed.

(Ord. No. 2011-3, § 12, 8-2-11)

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

(a) It shall be unlawful for any owner, occupant, or lessee of any building, yard, or parcel of property within the city to allow garbage, trash, or solid waste of any kind to accumulate or remain in the building or upon the yard or lot as required by this article.

(b) It shall be unlawful for any person to scatter, dump, throw, drop, sweep, or place, or cause to be scattered, dumped, thrown, dropped, swept, or placed, any garbage, trash, or solid waste of any kind upon the street, alleys, sidewalks, playgrounds, parks, drainage ditches, vacant lots, or any other property, public or private, within the city, unless placed for collection in conformance with this article.

(c) It shall be unlawful for any person to deposit or permit to be deposited any solid waste that maybe injurious to the health of people or harmful to the environment at any open dump or other disposal site without express permission from the mayor and board of aldermen, the state health department and the Mississippi Department of Environmental Quality.

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

No solid waste or other potentially harmful waste shall be burned except in incinerators meeting all requirements and air pollution controls as are now established or as may later be established by any local, state or federal agency. Certain wastes shall be permitted to be openly burned only with the authorization of the Mississippi Department of Environmental Quality and the approval of the City of Starkville Fire Chief.

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

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

Where the junk, scrap or salvage material is enclosed in an outdoor storage area that is maintained in such a manner that it does not constitute a health hazard and it is screened from ordinary public view.
(Ord. No. 2011-3, § 13, 8-2-11)

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

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

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

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

(Ord. No. 2011-3, § 14, 8-2-11)

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

The owner and/or occupant of each residential collection unit, whether or not it is occupied, shall be responsible for payment of the fees and deposits prescribed in this article and determined by order or resolution of the board of aldermen. The owner or occupant of each multi-tenant commercial unit shall be responsible for the deposit and payment of charges for collection as reflected on the utilities statement if such unit is receiving utilities and/or sanitation service from the City of Starkville.
(Ord. No. 2011-3, § 15, 8-2-11)

- ## Sec. 94-41 – Location and screening of solid waste containers.

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

18. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of December 28, 2021 for fiscal year ending 9/30/22, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$ 425,621.63
Restricted Fire Fund	003	1,766.50
Airport Fund	015	5,541.33
Restricted Airport	016	745.00
Sanitation	022	40,841.38
Computer Assessments	107	175.00
Industrial Park Bond	303	1,284.97
American Relief Fund	309	39,500.00
Linkage TAP Project	310	9,027.27
Park Bond - 2020	380	795,145.91
Payroll	681	7,810.27
Sub Total Before Utilities		$ 1,327,459.26
Utilities Dept.	SED	413,778.81
Total Claims	Total	$ 1,741,238.07

19. MOTION TO RECESS UNTIL JANUARY 18, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to recess the meeting until January 18, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _______ DAY OF _________, 2022.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)

AGENDA ITEM: MINUTES
CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 2-15-22
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 72

SUBJECT: Request approval of the minutes of the January 18, 2022 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 January 18, 2022 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
January 18, 2022

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 18, 2022 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda. There being none, the Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the January 18, 2022 Official Agenda. The Board voted as follows:

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

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

OFFICIAL AGENDA OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI RECESS MEETING OF TUESDAY, JANUARY 18, 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 NOVEMBER 30, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE DECEMBER 1, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND PRESENTATION OF THE SMART TRANSPORTATION PROGRAM BY JEREMIAH DUMAS OF MISSISSIPPI STATE UNIVERSITY TRANSPORTATION DEPARTMENT.

THIRD PUBLIC HEARING FOR THE RENTAL HOUSING ORDINANCE AND THE UNIFIED DEVELOPMENT CODE AND CONSIDERATION OF AMENDING THE UNIFIED DEVELOPMENT CODE (UDC).

IX. MAYOR'S BUSINESS

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

B. CONSIDERATION OF EXPANDING THE BOARD-APPROVED USE OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BASED ON THE UNITED STATES DEPARTMENT OF TREASURY'S FINAL RULE, WHICH EXPANDED THE SCOPE OF ALLOWABLE EXPENDITURES, TO INCLUDE GENERAL INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH CITY PROJECTS SUCH AS THE BUILD GRANT HIGHWAY 182 INFRASTRUCTURE MATCH REQUIREMENTS AND MAIN STREET IMPROVEMENTS.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF CHANGE ORDER #2 FOR THE SPORTSPLEX TURF FIELD.

2. CONSIDERATION OF CHANGE ORDER #4 FOR THE SPORTSPLEX PARKING LOT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 10, 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. ACCEPTANCE OF DECEMBER 2021 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE LISA LEMASTERS AS A DEPUTY CLERK/ACCOUNTS RECEIVABLE IN THE FINANCE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE TIERRA PRATER AS A FULL-TIME RADIO OPERATOR (DISPATCHER) AND BRIDIE RYAN AS A PART-TIME RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE ALEX STEVENS AS A PART-TIME RECEPTIONIST IN THE CITY CLERK'S OFFICE.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR A CUSTODIAN SHARED BETWEEN THREE (3) DEPARTMENTS WHICH INCLUDE: UTILITIES, CITY HALL, AND THE AIRPORT.

5. REQUEST AUTHORIZATION TO HIRE JAMES SMITH AS POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE DARIAN KING AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

a. REQUEST APPROVAL TO DECLARE SEVEN (7) FORD CROWN VICTORIA'S WITH SERIAL NUMBERS ENDING IN 8065, 1901, 2114, 1904, 1896, 7330 AND 1902 AS SURPLUS PROPERTY AND TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER.

b. REQUEST APPROVAL TO PURCHASE TWO (2) 2022 DODGE DURANGO PPV (AWD) VEHICLES FROM JACKSON MAC HAIK CDJR IN JACKSON, MS AT THE STATE CONTRACT PRICE OF $37,000 EACH AS WELL AS RADIO SYSTEMS FOR BOTH VEHICLES FROM COMSOUTH AT $3,912.50 WITH THE TOTAL OF $77,912.50 TO BE PAID FROM THE AMERICAN RESCUE PLAN ACT FUNDS POLICE GRANT.

c. CONSIDERATION TO APPROVE THE LIST OF 15 UNMARKED VEHICLES FOR FISCAL YEAR 2022 AS REQUIRED BY MS CODE 25-1-87.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CONSIDERATION TO PURCHASE A KUBOTA M6- 131DTC-F 4 TRACTOR, FROM CHICKASAW EQUIPMENT AT A COST OF $74,926.40 FROM STATE CONTRACT ITEM #8200055841 AND TO SURPLUS THE 1987 FORD 7610 TRACTOR ONCE THE NEW TRACTOR IS IN SERVICE.

2. REQUEST APPROVAL FOR CONSIDERATION TO PURCHASE A TIGER BOOM MOWER FROM COVINGTON SALES AND SERVICE AT A COST OF $62,557.52 FROM STATE CONTRACT #8200055762.

3. REQUEST APPROVAL TO DECLARE FORTY DUMPSTERS AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2003 CHEVY TRUCK, VIN NUMBER ENDING IN 5234 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.

2. REQUEST AUTHORIZATION TO DECLARE THE VEHICLES, MACHINERY AND GENERATORS AS LISTED AS SURPLUS AND ADVERTISE FOR SALE ON GOVDEALS.COM.

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

XIII. <u>OPEN SESSION</u>

XIV. EXECUTIVE SESSION

- PROPERTY ACQUISTION

XV. OPEN SESSION

XVI. ADJOURN UNTIL FEBRUARY 1, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 22:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 30, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the November 30, 2021 Special Call meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE DECEMBER 1, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the December 1, 2021 Special Call meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval of 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: January 18, 2022

____

Mayor, D. Lynn Spruill

ATTEST:

____

City Clerk, Lesa Hardin

5. CONSIDERATION OF EXPANDING THE BOARD-APPROVED USE OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BASED ON THE UNITED STATES DEPARTMENT OF TREASURY'S FINAL RULE, WHICH EXPANDED THE SCOPE OF ALLOWABLE EXPENDITURES, TO INCLUDE GENERAL INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH CITY PROJECTS SUCH AS THE BUILD GRANT HIGHWAY 182 INFRASTRUCTURE MATCH REQUIREMENTS AND MAIN STREET IMPROVEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval of expanding the board approved uses of the American Rescue Plan Act (ARPA) funds based on the United States Department of Treasury Final Rule to include paying for infrastructure projects such as those associated with the BUILD grant match requirements and the infrastructure requirements for the expansion of Main Street" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF CHANGE ORDER #2 FOR THE SPORTSPLEX TURF FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval of Change Order #2 to add 59 calendar days and no price increase for the Sportsplex turf field due to weather and material delays" is enumerated, this consent item is thereby approved. The Change Order follows this page.

7. CONSIDERATION OF CHANGE ORDER #4 FOR THE SPORTSPLEX PARKING LOT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval of Change Order #4 to add 21 calendar days and no price increase for the Sportsplex parking lot due to weather and material delays" is enumerated, this consent item is thereby approved. This Change Order follows Change Order #2 for the Turf Field.

Change Order

No. 2

Date of Issuance: 1/18/22 Effective Date: 1/18/22

Project: Starkville Sportsplex Improvements, Contract A	Owner: City of Starkville	Owner's Contract No.: 21031
Contract: Starkville Sportsplex Improvements, Contract A		Date of Contract: 07/19/21
Contractor: Sports Contractors Unlimited, LLC		Engineer's Project No.: 21031

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

Description:

Time Extension

Reason for Change Order: Contract time extension due to weather and material delays.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Estimated Contract Price: $1,373,950.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 12/21/21 Ready for final payment (days or date): 12/21/21
Increase from previously approved Contract to No. 2: $11,500.00	Increase from previously approved Change Orders to No. 2: Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: $1,385,450.00	Contract Times prior to this Change Order: Substantial completion (days or date): 12/21/21 Ready for final payment (days or date): 12/21/21
Increase of this Change Order: $0.00	Increase of this Change Order: Substantial completion (days or date): 2/18/22 Ready for final payment (days or date): 2/18/22
Contract Price incorporating Change Order: $1,385,450.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 2/18/22 Ready for final payment (days or date): 2/18/22

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Mary Williams	By: [signature]	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 1-18-22	Date: 1-18-2022	Date: 1-19-22

Change Order

No. 4

Date of Issuance: 1/18/22 Effective Date: 1/18/22

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

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

Description:

Time Extension

Reason for Change Order: Contract time extension due to weather and material delays.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Estimated Contract Price: $851,300.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 1/5/22 Ready for final payment (days or date): 1/5/22
Increase from previously approved Contract to No. 4: $177,836.74	Increase from previously approved Change Orders to No. 4: Substantial completion (days): 17 Ready for final payment (days): 17
Contract Price prior to this Change Order: $1,029,136.74	Contract Times prior to this Change Order: Substantial completion (days or date): 1/22/22 Ready for final payment (days or date): 1/22/22
Increase of this Change Order: $0.00	Increase of this Change Order: Substantial completion (days or date): 2/12/22 Ready for final payment (days or date): 2/12/22
Contract Price incorporating Change Order: $1,029,136.74	Contract Times with all approved Change Orders: Substantial completion (days or date): 2/12/22 Ready for final payment (days or date): 2/12/22

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Mary Williams	By: [signature]	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 1-18-22	Date: 1-18-2022	Date: 1/20/2022

8. ACCEPTANCE OF DECEMBER 2021 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "acceptance of December 2021 Financial Statements" is enumerated, this consent item is thereby approved.

9. AUTHORIZATION TO HIRE LISA LEMASTERS AS A DEPUTY CLERK/ACCOUNTS RECEIVABLE IN THE FINANCE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to hire Lisa LeMasters as a Deputy Clerk/Accounts Receivable in the Finance Department" is enumerated, this consent item is thereby approved.

10. AUTHORIZATION TO HIRE TIERRA PRATER AS A FULL-TIME RADIO OPERATOR (DISPATCHER) AND BRIDIE RYAN AS A PART-TIME RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to hire Tierra Prater as a full-time Radio Operator (Dispatcher) and Bridie Ryan as a part-time Radio Operator (Dispatcher) in the Starkville Police Department" is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE ALEX STEVENS AS A PART-TIME RECEPTIONIST IN THE CITY CLERK'S OFFICE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to hire Alex Stevens as a part-time Receptionist in the City Clerk's Office" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ADVERTISE FOR A CUSTODIAN SHARED BETWEEN THREE (3) DEPARTMENTS WHICH INCLUDE: UTILITIES, CITY HALL, AND THE AIRPORT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a Custodian shared between three (3) Departments which include: Utilities, City Hall and the Airport" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE JAMES SMITH AS POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to hire James Smith as Police Officer in the Starkville Police Department" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to hire Darian King as a Maintenance Worker in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO DECLARE SEVEN (7) VEHICLES WITH SERIAL NUMBERS ENDING IN 8065, 1901, 2114, 1904, 1896, 7330 AND 1902 AS SURPLUS PROPERTY AND TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to declare the listed seven (7) vehicles as surplus property AND to be sold on govdeals.com to the best or highest bidder" is enumerated, this consent item is thereby approved.

VIN#1FAHP2M8XD198065 2013 Ford Taurus
VIN#2FAFP71W87X151901 2007 Ford Crown Victoria
VIN#1FAHP2M89DG222114 2013 Ford Taurus
VIN#2FAFP71W37X151904 2007 Ford Crown Victoria
VIN#2FAFP71W87X151896 2007 Ford Crown Victoria
VIN#2FABP7BV3AX117330 2009 Ford Crown Victoria
VIN#2FAFP71WX7X151902 2007 Ford Crown Victoria

16. CONSIDERATION TO PURCHASE TWO (2) 2022 DODGE DURANGO PPV (AWD) VEHICLES FROM JACKSON MAC HAIK CDJR IN JACKSON, MS AT THE STATE CONTRACT (071-05-40027-4) PRICE OF $37,000 EACH AS WELL AS RADIO SYSTEMS FOR BOTH VEHICLES FROM COMSOUTH AT $3,912.50 WITH THE TOTAL OF $77,912.50 TO BE PAID FROM THE AMERICAN RESCUE PLAN ACT FUNDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to purchase two (2) 2022 Dodge Durango PPV (AWD) vehicles from Jackson Mac Haik CDJR in Jackson, MS at the State of Mississippi contract (071-05-40027-4) price of $37,000 each as well as radio systems for both vehicles from Comsouth at $3,912.50 with the total of $77,912.50 to be paid from the American Rescue Plan Act Funds" is enumerated to be used consistent with the report provided by Chief Ballard to the Board of Aldermen this consent item is thereby approved.

17. CONSIDERATION TO APPROVE THE LIST OF 15 UNMARKED VEHICLES FOR FISCAL YEAR 2022 AS REQUIRED BY MS CODE 25-1-87.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval of the list of City of Starkville unmarked cars for Fiscal Year 2022" is enumerated, this consent item is thereby approved.

1. vin# 3GCEC13GX7G55663
2. vin # 2FABF7B8AX117324
3. vin# IGNLC2EOSBR362260
4. vin# 06899
5. vin #2C3CDXAGBEH194659
6. vin# 2C3CDXATXCI316299
7. vin# 1GNLC2EC9FR634115
8. vin # 1FM5K8AR4GGB65932
9. vin# 1FM5K8AR2GGB65931
10. vin# HGC07160
11. vin# 1G12D5ST3JF1440X3
12. vin# 1C4RDJFG8KC659449
13. vin# 1C4RDJFG3KC692620
14. vin# 1C4RDJFG1KC692616
15. vin# 2C3CDXAGILH1140908

18. CONSIDERATION TO PURCHASE A KUBOTA M6- 131DTC-F4 TRACTOR, FROM CHICKASAW EQUIPMENT AT A COST OF $74,926.40 FROM STATE CONTRACT ITEM #8200055841 AND TO SURPLUS THE 1987 FORD 7610 TRACTOR ONCE THE NEW TRACTOR IS IN SERVICE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to purchase a Kubota M6-131DTC-F4 tractor, from Chickasaw Equipment at a cost of $74,926.40 from state contract item #8200055841" is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO PURCHASE A TIGER BOOM MOWER FROM COVINGTON SALES AND SERVICE AT A COST OF $62,557.52 FROM STATE CONTRACT #8200055762.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to purchase a Tiger boom mower from Covington sales and service at a cost of $62,557.52 from State Contract #8200055762" is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO DECLARE FORTY DUMPSTERS AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to declare forty dumpsters as surplus property, advertise for sale, and sell to the highest bidder" is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO DECLARE THE WATER DIVISION 2003 CHEVY TRUCK, VIN NUMBER ENDING IN 5234 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to declare the Water Division 2003 Chevy truck, vin number ending in 5234, as surplus and to auction on Govdeals and authorization to purchase an equivalent vehicle replacement from state contract" is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO DECLARE THE VEHICLES, MACHINERY AND GENERATORS AS LISTED AS SURPLUS AND ADVERTISE FOR SALE ON GOVDEALS.COM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 18, 2022 Official Agenda, and to accept items for consent, whereby the "approval to declare the vehicles, machinery and generators as listed as surplus and advertise for sale, and sell to the highest bidder on govdeals.com" is enumerated, this consent item is thereby approved.

Vermeer RT650 / Serial Number: 1VRZ0821151000215 / Trencher Serial Number: 1VRZ070U551000189
Deutz diesel engine

1970-1980 Ford 2000 / Gasoline engine with bulldozer and trencher attachments / Power steering

New Holland(Ford) 555E / Model Number: 555E-699000001 / Serial Number: 031002906
Engine Number: EA652553 / Transmission Number: 15647J96573 / Rear Axle Number: 644-06

Vehicle Number: 53 / Make/Model: Ford F250 / Year: 1995 / Vin: 1FTHF25H9PNB10599

Vehicle Number: 165 / Make/Model: Ford F350 / Year: 2002 / Vin: 1FTSW30S92EB58403

Water division older Generator- Not in working condition

Vehicle Number: 51 / Make/Model: Ford F150 / Year: mid 90s / Vin: ?

Vehicle Number: 56 / Make/Model: Chevy 1 ton dump truck / Year: 1988 / Vin: 1GBHR34KXJJ118529

Vehicle Number: 57 / Make/Model: Ford F150 / Year: 1995 / Vin: 1FTEF15N6SNA84572

Electric Division Diesel Generator - Not in working condition

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced two new employees of the City: Denisha Paten, Administrative Assistant in Sanitation and Environmental Services and Webb Corban, Director of Finance.
She encouraged everyone to participate in the upcoming MLK Day of Service even though no formal program is being held locally.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS: None

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND PRESENTATION OF THE SMART TRANSPORTATION PROGRAM BY JEREMIAH DUMAS OF MISSISSIPPI STATE UNIVERSITY TRANSPORTATION DEPARTMENT.

Jeremiah Dumas, Director, gave a brief overview of the Starkville – MSU Area Rapid transit (SMART) public transportation system. Funding is provided from the Federal Transit Authority 5311 Rural Mass Transit Funds via the MS Department of Transportation. Local cash match is provided by MSU parking services and the City of Starkville as well as various contracts and advertising. Ridership in 2021 saw an increase in the fixed route ridership as well as the paratransit ridership. Mr. Dumas noted the Transit Operations Facility is nearing completion. The transit coordinator and a driver were recognized this past year with statewide awards. The proposed budget for FY23 is $5,297,241 which includes $2,271,994 in proposed local cost share.

Mayor Spruill and Jeremiah Dumas opened the Public Hearing and called for public comments.

Beverly Hammond, who lives toward the Adaton area in Oktibbeha County, stated she missed the paratransit services in that she is sight impaired. She was encouraged to contact her Supervisor to urge County support of the service.

There being no additional comments, the Mayor announced the public hearing closed.

THIRD PUBLIC HEARING FOR THE RENTAL HOUSING ORDINANCE AND THE UNIFIED DEVELOPMENT CODE AND CONSIDERATION OF AMENDING THE UNIFIED DEVELOPMENT CODE (UDC).

City Planner Daniel Havelin and Assistant Planner Odie Avery presented the proposed amendments to the UDC Code:

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

23. A MOTION TO AMEND THE UNIFIED DEVELOPMENT CODE OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, seconded by Alderman Sistrunk, to amend the Unified Development Code, the Board voted as follows:

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

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

The amended UDC Code sections appear on the following pages.

ORDINANCE NO. 2022-__

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

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

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold a third public hearings on Tuesday, January 18, 2022 as called for at the Recess Meeting of the Mayor and Board of Aldermen on Tuesday, December 21, 2021, 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; and

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

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

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

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

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

ORDAINED AND APPROVED, this the 18th day of January, 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

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

3.4. Special Exception

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

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

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

A. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.

B. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.

C. **Immediate neighborhood impact**. The proposed structure and use are not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.

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

E. **Site plan**. A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission only if the proposed development meets the requirements for site plan review. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.

F. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.

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

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

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

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

3.4.3. Review procedures.

A. **Application.** All applications for a special exception shall be in the form required and provided by the City Planner. Completed application packages are due by 5:00 p.m. on the deadline date as set forth by the approved Planning and Zoning Commission schedule. Such applications shall be submitted to the City Planner together with the fee established by resolution of the Mayor and Board of Aldermen. A "completed application" shall include the application form, the applicable fee, a legal description of the subject property, letter of authorization if required and all required supplemental information necessary to render determinations related to the special exception request including:

1. **Interest and ownership.** The applicant's name, address, and interest in the application, and the concurrence of the owner or owners of the entire land area and structures to be included within the subject property.
2. **Applicant statement.** The applicant statement shall include an explanation with the reasoning for the special exception request and a citation of the specific code section from which the special exception is sought.

B. **Review by the Development Review Committee.** The application shall be reviewed by the Development Review Committee before their public hearing date. Comments from this meeting, if not addressed prior to the hearing, may be added to the staff report for the public hearing as recommended condition(s) of approval.

C. **Administrative examination.** Upon receipt of an application for a special exception, the City Planner shall examine, or cause to be examined, the application and shall make such investigation into the proposed special exception as is necessary. If the application is determined to be complete, the City Planner shall place the item on the agenda for the Commission. The date the item will be heard by the Commission shall be determined by the Planning and Zoning Commission schedule.

D. **Public hearing.** Upon receipt of a completed application for a special exception by the City Planner, the Planning and Zoning Commission shall hold a public hearing in accordance with the procedures cited in this section. The Commission shall recommend approval with or without conditions or recommend denial of the request. If recommended for approval or denial, the request will then be scheduled for a public hearing for the Mayor and Board of Aldermen.

E. **Notice and public hearing procedure for special exception.** In considering and acting upon applications for special exception, the following procedures shall be observed:

1. **Mailing of notices.** The City Planner shall mail notices at least fifteen (15) calendar days prior to the scheduled public hearing, setting forth the time, place, and purpose of the public hearing to all owners of real property within a minimum of one hundred and sixty (160) feet of the boundaries of the land upon which the special exception is requested. For the purpose of notice requirements to nearby owners of real property, the names and addresses of the owners shall be deemed to be those on the current tax records of Oktibbeha County. The failure of any owner required by this section to be notified by mail sent to the address on the current tax records of Oktibbeha County shall not invalidate or otherwise have any effect on the recommendation or final decision of any application.
2. **Legal ad.** A legal ad shall be placed in the newspaper of record for Starkville at least fifteen (15) calendar days prior to the scheduled public hearing with the following information: governing body to hear the request, date of the hearing, time of the hearing, the location of the hearing, reason for the request, and a legal description of the property per Mississippi Code Title § 17-1-17.
3. **Posting.** A sign shall be placed on the subject property in a conspicuous location at least fifteen (15) calendar days prior to the public hearing, notifying the general public of the request.

F. **Applicant to pay costs.** All costs of notification shall be paid by the applicant together with the application fee established by resolution of the Mayor and Board of Aldermen. Costs which exceed that paid at the time of application shall be billed and paid by the applicant prior to the public hearing by the Planning and Zoning Commission and/or Board of Aldermen. The application fee for a special exception that did not receive approval prior to the commencement of construction and/or requires a modification of an approved site plan or building plan shall be charged an application fee three (3) times the established rate.

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

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

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

J. **Conditions of approval.** The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a Special Exception shall run with the land and shall be binding upon the applicants, their heirs, and/or successors. The condition can be assigned for the duration of the use of the building, sign, accessory structure, or site.

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

L. **Reapplication.** Reapplication for the same piece of property requesting the same special exception cannot be made within one (1) year from the date the application was originally denied by the Planning and Zoning Commission and/or the Board of Aldermen.

3.4.4. **Other uses not specified.** Any proposed structure or use not specifically prohibited by this Code shall be reviewed as a special exception application.

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

3.8.1. Criteria for Administrative Appeal.

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

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

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

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

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

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

3.8.5. Action. The decision recommended by either the Planning and Zoning Commission or the Board of Adjustments and Appeals and any specific conditions for approval shall be forwarded to the Mayor and Board of Aldermen for their binding decision. A super majority vote by either the Planning and Zoning Commission or the Board of Adjustments and Appeals shall be necessary to modify or reverse any order, requirement, decision, or determination of the Building 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.

3.10. Architecture Review

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

3.10.2. Applicability and filing process

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

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

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

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

3.10.4. Building design plan application requirements

A. Pre-Application. A pre-application meeting may be scheduled at the request of the applicant to discuss requirements and review conceptual drawings. A pre-application meeting is not required, but recommended.

B. Application. An application for Architecture Review shall be submitted along with the building plans to the Planning Department. Such applications shall be submitted to the City Planner together with the fee established by resolution of the Mayor and Board of Aldermen. The application shall include the following:

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

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

1. **Coversheet.** The coversheet shall include:
   i. Project name
   ii. Vicinity map
   iii. Sheet Index
   iv. Contact information for the Owner and Design Professionals
   v. Building data including the following: total proposed square footage for each use (commercial, residential, office, etc.), the total number of residential dwelling units, and the total number of bedrooms
   vi. Submittal date and any revision dates
2. **Site plan**. Site plans shall be drawn at a scale of one (1) inch to fifty (50) feet or larger. Necessary notes and symbol legends shall be included. Abbreviations should be avoided but if used they shall be defined in the notes. Drawings shall illustrate the following:
   i. Boundary, setback lines, and easements
   ii. North arrow, legend, and graphic scale
   iii. The location of parking areas, loading zones, dumpster enclosure, sidewalks, and walkways
   iv. The locations of all buildings on the site
3. **Building plans.** Building drawings shall be drawn at a common scale so as to be legible. Necessary notes and symbol legends shall be included. Abbreviations should be avoided, but if used, shall be defined in the notes. Drawings shall illustrate the following:
   i. Schematic floor plan for each floor for the purpose of locating exterior windows and doors
   ii. Door and window schedule for all exterior doors and windows
   iii. Color rendered elevations of all sides of the building with facade requirements (see Development Standards Chart Section 14)
   iv. An elevation of the street face side of the building with dimensions showing the overall height of the building and each individual floor
   v. All proposed building finishes shall be labeled. A finish schedule shall be included on the sheet for which they are referenced. The finish schedule shall include material type, color, and product reference information
   vi. For projects located within a T-4, T-5D, T-5C, and T-5U zoning districts, a percentage of fenestration per floor shall be required (see Development Standards Chart Section 14).
4. **Building Materials Board.** A material sample of all key materials and colors, properly labeled, and affixed to hard surface, may be required upon request from reviewer for review. Material samples shall be a minimum size of three inch by three inch (3”x3”). Major colors must be actual samples. Minor colors may be printed samples. Paint and stain samples from wood color fans are acceptable.

D. Approval, disapproval, and appeal procedures

1. **Comment procedure.** Comments from Architecture Review shall be issued in writing after each review. The applicant shall revise the proposed building plan per the comments or reply in writing as to why the revisions cannot be made. Only after revisions to the proposed building plan meets the requirements of the Architecture Review will the approval procedure begin.
2. **Approval procedure.** Upon approval of such building design proposal by Architecture Review and an approved site plan by the Development Review Committee, a building permit application may be submitted to the building department for subsequent review. The approved building design proposal shall be signed by the consultant of the Architecture Review.
3. **Disapproval procedure**. If Architecture Review denies a building design proposal plan, it shall specify the reasons said plan was denied.

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

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

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

13.7.11. Food Truck

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

B. **Parking:** None.

C. **Loading:** None.

D. **Additional Standards:**

1. Food trucks and/or associated seating must not occupy on-site parking spaces required to fulfill the minimum requirements for the principal use, unless the principal use's hours of operation do not coincide with those of the food truck business.

2. Traffic circulation, public safety, siting of food trucks, and parking will be reviewed and may be subject to the conditions of approval by the City Planner.

3. No audio amplification or permanent signage may be installed as part of a food truck's vending operation. One (1) sidewalk sign shall be allowed within ten (10) feet of the food truck.

4. The food truck vendor is responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors must provide their own trash receptacle on-site for patrons. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The vendor must keep all areas associated with the food truck and any associated seating area clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease is to be disposed in tree pits, storm drains, onto the sidewalks, streets, or other public space. Under no circumstances can grease be released or disposed of in the City's sanitary sewer or stormwater system. All waste must be disposed of in accordance to all applicable local, state, and federal laws.

5. All food truck vendors shall obtain and maintain a City of Starkville Privilege License and a mobile food vending permit for each mobile pushcart or mobile food preparation vehicle in operation. All applications for permit renewal shall be filed annually with the City of Starkville City Clerk's Office.

6. If a business is subject to a Certificate of Health or sanitary examination, the person applying for permit must produce such certificate or permit from the County Health Department before a permit can be issued.

7. A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.

8. Food trucks shall provide written permission from the property owner.

9. The operators must be present at all times during the hours of operation.

10. A food truck operating in all districts shall operate only Thursday through Saturday between the hours of 6:00 a.m. and 2:00 a.m. and on Sunday through Wednesday between the hours of 6:00 a.m. and 10:00 p.m. Cleanup and removal of the food truck shall be completed within thirty (30) minutes of closing.

11. All generators associated with a food truck shall provide sound buffering for each generator. At no time shall any generator operate at 65 decibels or above measured at twenty-five (25) feet from the generator.

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

14.7.9. Site Sign Types

A. Monument Signs

Fig. 14.7-12

1. Description

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

ii. A sign permit is required for a monument sign.

2. Size Requirements

i. Monument signs shall not exceed eighty (80) square feet in sign area.

ii. The maximum height is eight (8) feet above the finished grade.

iii. The maximum width is twelve (12) feet.

iv. The maximum depth is twenty-four (24) inches.

3. Location

i. No sign shall be placed closer than five (5) feet to the right- of-way of a street.

ii. No sign shall be placed within a sight triangle of a street or driveway.

iii. Only one (1) sign is allowed for every three-hundred and thirty (330) linear feet of street frontage and a minimum separation of two-hundred (200) feet between multiple signs is required on a site.

4. Additional Standards

i. A planted and maintained landscape area of thirty-six (36) inches wide shall be provided around the base of every monument sign.

ii. Electronic message centers can be attached to monument signs per zoning district requirements.

iii. Monument signs shall have exterior finishes matching or complimenting the finishes on the facade of the primary building and shall comply with minimum facade standards for that district.

iv. Hand painted lettering or logos shall not be permitted to be attached to or apart of monument signs unless otherwise approved by the City Planner.

v. Monument signs can be internally or externally illuminated. The use of exposed neon tubing is not permitted.

vi. In zoning districts where monument signs are permitted, the maximum square footage may be increased to one hundred and sixty (160) square feet and the overall height increased to sixteen (16) feet if located adjacent to US Highway 82 and/or US Highway 25 where the posted speed limit is sixty (60) miles per hour or more.

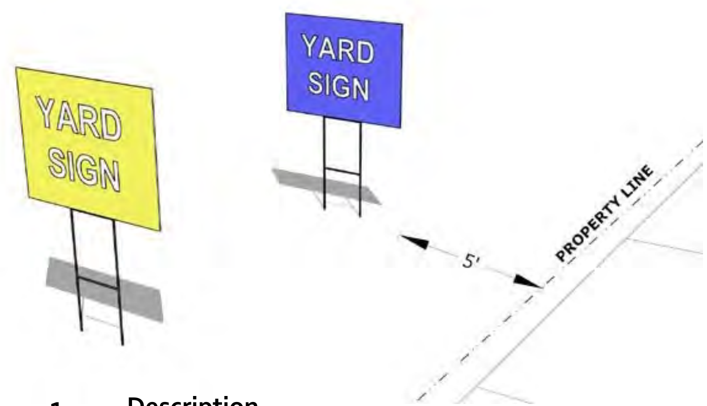
vii. In MU-9 zoning districts sign area shall be less than forty (40) square feet with a maximum of height of six (6) feet.

viii. This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.

ix. In T-5D, T-5U, and T-5C, zoning districts sign area shall be less than sixty (60) square feet with a maximum of height of six (6) feet. Monument signs shall only be allowed on lots where the existing building exceeds the maximum setback for that zoning district. Corner lots are not eligible for monument sign types unless approved as a Use Exception.

D. Yard sign

Fig. 14.7-16



1. Description

i. A yard sign is any temporary sign placed on the ground or attached to a supporting structure, posts, or poles, and that is not attached to any building or permanently attached to the ground.

ii. There shall be a maximum of two (2) faces to the sign, mounted back-to-back. Double-sided or back-to-back signs shall be measured by the surface area of one (1) face.

iii. A sign permit is not required for a yard sign, but requirements must be followed.

2. Residential districts

i. Size Requirements

a. A maximum sign size of four (4) square feet is permitted for lots less than two (2) acres.

b. A maximum sign size of sixteen (16) square feet is permitted for lots greater than two (2) acres.

c. The maximum total square footage of all temporary signs on a lot in residential districts is sixteen (16) square feet.

ii. Location

a. No sign shall be placed closer than five (5) feet to the right- of-way of a street.

b. No sign shall be placed within a sight triangle of a street or driveway.

iii. Duration

a. The maximum duration for any yard sign shall be ninety
(90) days or until the conclusion of the event.

3. Non-residential and mixed-use districts

i. Size Requirements

a. The maximum total square footage of all temporary signs on any non-residential or mixed-use district zoned property with an existing building is four (4) square feet.

b. The maximum total square footage of all temporary signs on any vacant non-residential or mixed-use district zoned property is sixteen (16) square feet.

c. The maximum total square footage of all temporary signs on any vacant non-residential or mixed-use district zoned property is thirty-two (32) square feet if located adjacent to US Highway 82 and/or US Highway 25 where the posted speed limit is sixty (60) miles per hour or more.

ii. Location

a. No sign shall be placed within a sight triangle of a street or driveway.

b. No sign shall obstruct any walkway or public sidewalk.

iii. Duration

a. The maximum duration for any yard sign shall be thirty (30) days or until the conclusion of the event.

Section 18. DEFINITIONS

<u>**UPDATED DEFINITION:**</u> **(changes are underlined)**

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

<u>**NEW DEFINITIONS:**</u>

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

Long-term rental- Any rental housing unit that is rented out to a long-term tenant paying a fee or other compensation for a period of time longer than thirty consecutive days.

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

Short-term rental- Any dwelling unit or portion of a dwelling unit that is available for use or is used for accommodations or lodging of guests, paying a fee or other compensation for a period of time less than thirty consecutive days excluding transient occupancy such as hotels, motels, and/or any bed and breakfast

<u>**CONFLICTING DEFINITIONS TO BE REMOVED:**</u>

Short-Term Residential Rental- The short-term occupancy of a residential dwelling unit for a fee. Bed and breakfast shall not be considered short term residential rentals. Examples of short-term residential rental shall include but not limited to: Airbnb, weekend rentals, and gameday rentals.

Vacation rental home- A single-family dwelling where the entire dwelling is provided to guests for short-term stays of less than thirty (30) days for compensation. See "Bed and breakfast inn" and "Short-term rental property."

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 10, 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. The Board voted as follows:

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

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

General Fund	001	$ 565,033.41
	003	40,954.00
Airport Fund	015	24,144.58
Sanitation	022	56,607.45
Industrial Park Bond	303	346,017.48
Public Improv Bonds - 2018	319	3,625.00
BUILD Grant	377	36,558.82
Park Bond - 2020	380	1,658,264.58
Sub Total Before Utilities		$ 2,731,205.32
Utilities Dept.	SED	272,339.24
Total Claims	Total	$ 2,210,105.86

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

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

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

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

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

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea

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

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

The Mayor invited the public back in and then announced that the Board had decided not to go into Executive Session.

27. MOTION APPROVING THE PURCHASE OF 24.7 +/- ACRES SOUTH OF THE STARKVILLE AIRPORT RUNWAY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Beatty, to move approval to exercise the option to purchase 24.7 +/- acres south of the Starkville Airport runway, as further described in the Option Contract approved by the Board of Aldermen during its meeting on December 21, 2021, as part of the Starkville Airport runway expansion project for the amount of $500,000, and authorizing the Mayor to enter into a purchase and sales contract consistent with these terms and to effectuate the closing of the transaction, including procuring title insurance.

The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
A copy of the signed agreement follows this page.

28. MOTION TO ADJOURN UNTIL FEBRUARY 1, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until February 1, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _______ DAY OF _________, 2022.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

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: Spruill

D. Lynn Spruill
Mayor - City of Starkville


MISS. HWY. NO. 25
610.0'
PROPOSED RUNWAY PROTECTION ZONE
PROPOSED LAND PURCHASE
24.7 AC.
200.0'
1000.0'
1000.0'
1510.0'
1700.0'
1,757.2'
1,759.3'
612.0'
GEORGE M. BRYAN PROPERTY BOUNDARY (TYP)
EXHIBIT
A
LEGAL

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
January 28, 2022**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, January 28, 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 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 introduced Jennifer Gregory and Jeremy Murdock from Retail Strategies. They presented the goals, challenges and process of retail recruitment and a brief overview of past and current recruitments. They also discussed the focus on Covid resistant businesses as well as growth around the new Cornerstone Park development.

Brandon Doherty of Sports Facility Management presented the status of the parks' programming, personnel and their financials.

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 15th DAY OF FEBRUARY, 2022.

____
MAYOR D. LYNN SPRUILL

Attest:

____
Seal LESA HARDIN, CITY CLERK

WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI
JANUARY 28, 2022
11:00 a.m.

A. CALL THE MEETING TO ORDER

B. PRESENTATION BY JENNIFER GREGORY AND JEREMY MURDOCK FROM RETAIL STRATEGIES FOR RETAIL RECRUITING WORK ON BEHALF OF THE CITY OF STARKVILLE

C. PRESENTATION BY BRANDON DOHERTY ON THE STATUS OF SFM AND THE PARKS PROGRAMMING, PERSONNEL AND FINANCIALS.

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

E. ADJOURN MEETING

THERE WILL BE A WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN ON FRIDAY, JANUARY 28, 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.

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 15, 2022

SUBJECT:
FIFTH PUBLIC HEARING AND CONSIDERATION 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 January 18, 2022. The proposed amendments are as follows:

UDC Section Number	Description of Revision
3.8	Added Administrative Appeal of Rental Housing Code and Transient Vencor Licenses
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:

Move approval of amending section 3, 17, and 18 of the Unified Development Code with the addition of the Rental Housing Code.

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 was 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 15th 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 }
COUNTY OF OKTIBBEHA } SS

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

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 Aldermen. Administrative appeals of denial or revocation of transient vendor license shall be reviewed by the Board of Aldermen. 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 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 the 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. A reinspection fee shall apply consistent with the City's Development Fee Schedule.

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. **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 subject to enforcement pursuant to Section 3.19.

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 a locking device properly installed and in sound condition capable of the use intended by its design which restricts 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.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 15, 2022
PAGE: Page 1 of 6

SUBJECT:
FIRST PUBLIC HEARING ON AMENDING THE UNIFIED DEVELOPMENT CODE SECTION 14.7 SIGNS

SUMMARY:
The Unified Development Code was adopted in December of 2019 and last amended on January 18, 2022. The proposed amendments are as follows:

UDC Section Number	Description of Revision
14.7.5	Added additional requirements to Amortization of Nonconforming Signs

A second public hearing will be held on March 1, 2022 in the Courtroom on the 1st floor of City Hall at 5:30pm.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Chris Latimer
Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

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SUGGESTED MOTION:

14.7. Signs

14.7.1. Purpose and intent. The purpose of these standards is to balance the need to protect the public safety and welfare, the need for a well maintained and attractive community, and the need for adequate identification, communication, and advertising. The regulations are further intended:

A. To allow businesses, institutions, and people to exercise their right to free speech by displaying messages on a sign, and to allow audiences to receive such information;

B. To enhance the economy and the business industry of the City by promoting the reasonable, orderly, and effective display of signs and thereby encourage increased communication with the public;

C. To ensure that signs are designed, constructed, installed, and maintained according to minimum standards to safeguard life, health, property, and public welfare;

D. To reflect and support the desired ambience and development patterns of the various zoning districts and overlay districts, and promote an attractive built environment; and

E. To allow for adequate and effective signs whose dimensional characteristics further the interests of public safety and the needs of the motorist and pedestrians, where signs are viewed from a street, sidewalk, bike path, or other form of transportation infrastructure.

14.7.2. General Rules and Applicability

A. Sign types allowed for each district can be found in the development standards chart.

B. Applications for sign permits will be reviewed only with respect to sign structure or placement excluding any reference to message, category, subject, topic, or viewpoint.

C. Signs containing noncommercial speech are permitted anywhere that advertising or business signs are permitted.

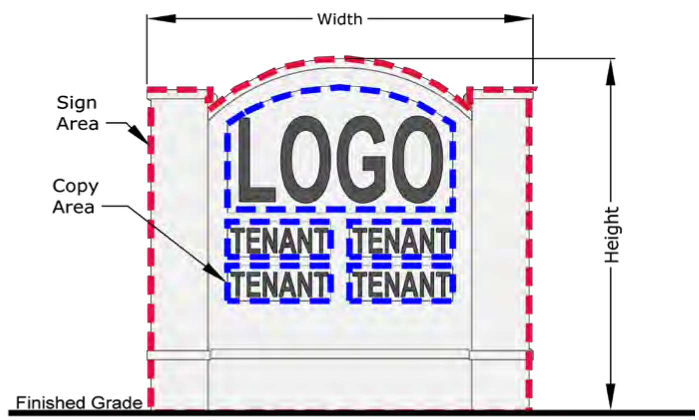
D. It shall hereafter be unlawful for any person to erect, place, relocate, expand, modify, illuminate, maintain, or otherwise alter a sign in the City except in accordance with these standards.

E. Any overlay district or specific use standard shall take precedence over these standards.

F. Signs shall not be placed within a sight distance triangle of a street or driveway.

G. All permanent signs must be designed to withstand sustained wind speeds of ninety (90) miles per hour with three (3) second gusts.

Fig. 14.7-1

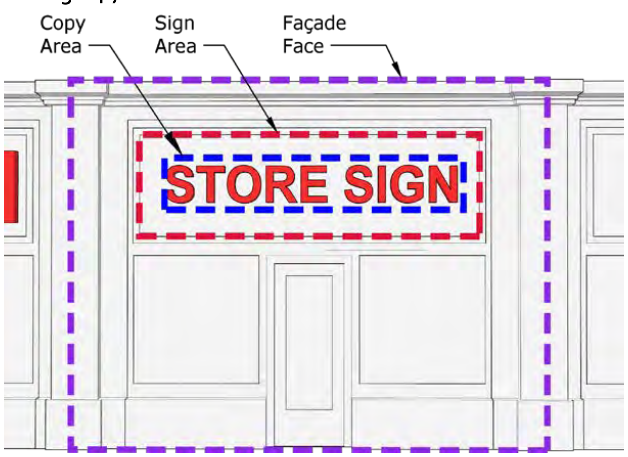


H. The sign area shall be calculated by the total face of the sign including the structure and the copy area.

I. The sign height for site signs shall be calculated from the finished grade at the base of the sign.

J. Copy area shall be defined as the square or rectangular area which fully encloses the extreme limits of the message, copy, announcement, or decoration on a sign.

Fig. 14.7-2



K. Facade face measurements shall be calculated as the square footage of a wall of a building or the square footage of the wall of the tenant leased area on the exterior wall of a building. The facade face shall be measured in its entirety without regard to the placement or number of windows and doors.

14.7.3. Prohibitions

A. Any sign not permitted by this article shall be prohibited.

B. No sign shall be placed in the right-of-way with the exception of official traffic control signs unless approved by the Board of Aldermen. This shall include any sign placed on any curb, sidewalk, post pole, hydrant, bridge, tree or other surface located on, over, or across any public street, right-of-way, property or thoroughfare, unless authorized by the Board of Aldermen and/or specifically allowed in this code.

C. Inflatable displays are not permitted except in residential use districts.

D. Non-seasonal decorative lighting that is used to attract the attention of pedestrians or motorists that is not part of a seasonal display or outdoor gathering space is not permitted.

E. Signs that mechanically move are prohibited.

F. Signs placed on a roof unless specifically allowed in a zoning district or by use specific standards are prohibited.

G. Any use of searchlights except for airport operation is not permitted.

H. Pennants, balloons, and streamers are prohibited.

I. No sign shall be erected that would obstruct or be confused with, by its location, color, size, shape, nature or message, with official traffic signs or other signs erected by governmental agencies.

J. The removing, damaging, or trimming of any tree or shrub within the public right-of-way for the purpose of increasing or enhancing the visibility of any sign is prohibited except with approval by the Board of Aldermen after a determination is made of a danger to public safety.

K. Vehicle signs, whether moving or stationary, are prohibited except when the vehicle is actively engaged in making deliveries, pick-ups, or otherwise actively in use and in which its primary purpose is some use other than advertising. Allowed vehicle signs must be stored in a manner when not in use so as to be screened from view from the right-of-way. This shall not apply to work vehicles parked at a place of residence of the person authorized to use the vehicle or parked at the primary place of business during non-operating hours.

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L. Electronic message center signs located on the inside of a building visible from any public street are not permitted.

M. Off-premise signage shall be prohibited in all zoning districts. An off-premise sign is a sign of any sign type which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located with the exception of outdoor advertising signs as defined in Section 14.7.11(D).

14.7.4. Nonconforming Signs

A. Any sign existing at the effective date of the adoption of this article which could not be built under the terms of Section 14.7 shall be considered a nonconforming sign with the exception of outdoor advertising signs as defined in Section 14.7.11(D).

B. A discontinued sign is any sign which no longer identifies an activity conducted or present on the premises where the sign is located. Discontinued signs not in use for a period of forty-five (45) days or more shall have the sign face removed, by either painting over the sign face or replacing the sign face with a blank insert.

C. Any nonconforming sign and its supporting structure that is discontinued for a period of forty-five (45) days or more shall be removed in its entirety at the expense of the property owner. No building or sign permits shall be issued until arrangements have been made for the removal of all nonconforming signs and their supporting structures from the subject property.

D. Any existing sign that would normally be classified as conforming that is determined to be unsafe, an unsightly nuisance, or damaged to the extent of fifty percent (50%) of the replacement cost of the sign shall be considered nonconforming and subject to immediate removal. No building or sign permits shall be issued until arrangements have been made for the removal of the nonconforming sign and its supporting structure.

E. A nonconforming sign shall not be enlarged or altered in any way which increases its nonconformity. Any alteration or maintenance such as painting of panels or frame, face change, or repairs to frame or panel requires a sign permit.

14.7.5. Amortization of nonconforming signs

A. All nonconforming signs as defined by the previous sign ordinance adopted on April 5, 2011 by the Board of Aldermen and still existing at the time of the adoption of the Unified Development Code shall be removed by May 5, 2022.

B. All nonconforming signs that exist at the time of annexation into the City, shall have a ten (10) year amortization period that shall begin from the effective date of the annexation into the City.

C. Upon determination by the City of Starkville that a sign remains nonconforming after termination of the amortization period provided above, the city shall notify the sign owner and/or the owner of the land on which the nonconforming sign is located, and such owner shall have thirty (30) days after written notice is received within which to remove said sign or bring it into compliance. At the end of the thirty (30) day period, if the sign has not been removed or brought into compliance, the code enforcement officer shall issue a summons to municipal court.

D. If, having received notice of a violation, the owner fails to remove the nonconforming sign or bring it into compliance within the thirty (30) day period, the Municipal Judge may, among other available remedies, authorize the City, or its contractor, to enter the owner's property and remove the nonconforming sign and charge the expenses incurred to the owner.

E. The owner shall reimburse the City for the costs and

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expenses incurred in removing the nonconforming sign within ten (10) days after receiving a statement of expenses from the City. If payment is not timely received, the cost may become a civil debt against the property owner or, at the option of the governing authority, an assessment against the property. The cost and expenses incurred means either the cost to the City of using its own employees to do the work or the cost to the City of any contract executed by the City to have the work done, and administrative costs and legal costs of the City.

F. In the event the City's governing authority declares that the cost shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost incurred in removing the nonconforming sign, plus court costs, reasonable attorney's fees, and interest at the rate of ten (10) percent per annum from the date the sign was removed.

G. If the governing authority declares that the cost shall be collected as an assessment against the property, then the assessment shall be a lien against the property and may be enrolled in the office of the chancery clerk of the county as other liens and encumbrances are enrolled. The tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

H. Upon filing the statement of expenses with the Chancery Clerk, the City shall have a privileged lien on such real estate to secure such expenses. Such lien shall be second only to tax liens, and the amount thereof shall bear interest at the rate of ten (10) percent per annum from the date of accrual by the City of such expenses.

I. All assessments levied under the provisions of this section shall be included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes, and all statutes regulating the collection of other taxes in a municipality shall apply to the enforcement and collection of the assessments levied under the provisions of this section, including utilization of the procedures authorized under Mississippi Code Sections 17-13-9(2) and 27-41-2.

J. Delinquencies shall be collected in the same manner and at the same time delinquent ad valorem taxes are collected and shall bear the same penalties as those provided for delinquent taxes. If the property is sold for the nonpayment of an assessment under this section, it shall be sold in the manner that property is sold for the nonpayment of delinquent ad valorem taxes. If the property is sold for delinquent ad valorem taxes, the assessment under this section shall be added to the delinquent tax and collected at the same time and in the same manner.

~~C.~~K. If the owner complies with the amortization requirements in this section, or having received notice of a violation, removes a nonconforming sign or brings it into compliance within the thirty (30) day period, the City shall waive fees on a new sign permit for a replacement sign.

~~D.~~L. The requirements of Section 14.7.5 (A) and 14.7.5 (B) shall not apply to Class I type outdoor advertising (billboard) signs as definedin Section 14.7.11(D)(1)(i).

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14.7.6. Enforcement

A. The Code Enforcement Officer shall enforce all of the provisions of this section in accordance with the process and procedures for code enforcement.

B. The City Planner shall be responsible for the interpretation of all provisions of this section.

C. All violations of this section shall be classified as a nuisance.

D. Any removable sign not complying with this section may be collected by code enforcement. Signs that are removed will be stored by the City for a period not to exceed ten (10) days. All unclaimed signs after ten (10) days will be discarded.

14.7.7. Variances and Use Exceptions

A. The City of Starkville Board of Adjustments and Appeals shall review any variance requests regarding the dimensional requirements of this article at a public hearing during a regularly scheduled meeting in accordance with Section 3.7.

B. The City of Starkville's Planning and Zoning Commission shall review any requested use exceptions from this section at a public hearing during a regularly scheduled meeting of the Planning and Zoning Commission upon application to the planning department.

C. Signs approved as part of a variance or use exception will only apply to the specific business or entity making the request. Reapproval of the variance or use exception will be required to reuse the sign.

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AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 15, 2022
PAGE: 1

SUBJECT: Consideration of approving and moving forward with the Kimley-Horn proposal for the redesign and redevelopment of Main Street.

AMOUNT & SOURCE OF FUNDING: approximately $792,000 with the funding source to be determined by various funding opportunities presented through ARPA, bonds and shared cost with state and local agencies.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: On November 16, 2021, the Board approved moving forward to get a proposal from Kimley Horn for the redevelopment and redesign of Main Street.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill, Daniel Havelin

SUGGESTED MOTION:

Move approval of engaging Kimley Horn to redesign and redevelop Main Street per the proposal included in the agenda packet.

February 11, 2022

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

RE: Professional Services Agreement – Construction Document Services
Main Street Corridor Improvements
Starkville, Mississippi

Dear Mayor Spruill:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Starkville, Mississippi ("Client") for providing Construction Document and Traffic Analysis services for the Main Street Corridor Improvements ("Project") within the City of Starkville, Mississippi.

PROJECT UNDERSTANDING

The following is our understanding of the project scope:

- The site area consists of Main Street from City Hall to Montgomery Street and is outlined below in Figure 1. The Striping Plans will indicate new striping for loading zones to accommodate delivery trucks on the intersecting streets of Washington, Lafayette, and Jackson. No other improvements to intersecting streets are included as part of this scope of services.
- The scope of design improvements is based upon the client-approved Conceptual Master Plan prepared by Kimley-Horn as part of a separate contract with the City of Starkville.
- The design improvements will meet the requirements from the City of Starkville.
- The Construction Documents will be prepared with the understanding that the Project construction will be funded by the City of Starkville. If future funding from State or Federal agencies is acquired and additional Project design modifications and permitting processes are required, these will be considered Additional Services and a mutually agreeable contract amendment will be approved by the Client before proceeding.
- Kimley-Horn will engage (as a sub-consultant) a qualified land surveyor licensed in the State of Mississippi to provide site boundary, topographic, utility, and tree survey for the project.
- Kimley-Horn will engage a qualified geotechnical engineer licensed in the State of Mississippi to provide information regarding subsurface soil conditions and design recommendations for light pole foundations, retaining walls, soil remedies, and site pavement. The City provided Geotechnical Investigation Report will be reviewed and relevant information incorporated into the design improvements and construction documents.

- The City of Starkville will perform CCTV inspections to determine approximate alignment of underground storm drainage system and identify any structures not visible from the surface. City of Starkville to provide video of CCTV inspection to Kimley-Horn for their assessment and determination of any storm drainage replacement or repair in conjunction with the City.
- Kimley-Horn will prepare the site plan and construction documents for engineering approvals through the City of Starkville.
- Kimley-Horn will coordinate with the overhead utility providers in regards to relocating the overhead utilities along Main Street between Jackson Street and South Montgomery Street. This scope does not include the design of the overhead relocation, which is understood to be provided by the utility provider.
- This proposal assumes that a Traffic Impact Analysis will be required by the City of Starkville and is included in the scope of services.
- The site is not located in the 100-yr FEMA regulated floodplain.
- The site is greater than one acre in size and will require a National Pollutant Discharge Elimination System (NPDES) permit. Any other storm water or water quality permitting will be Additional Services.
- Water and sanitary sewer utility improvements along the corridor will be designed under a separate contract with the City of Starkville.
- Kimley-Horn assumes the site does not include any historic structures and will not require approval by the Historic Preservation Commission for demolition or construction work to be completed.
- Kimley-Horn assumes the Client will provide all available information such as geotechnical reports, environmental reports, cost estimates and other relevant information to be used in preparing the construction documents.

Figure 1

SCOPE OF SERVICES

The Kimley-Horn team will provide the following services:

TASK 1 – TOPOGRAPHIC SURVEY

Kimley-Horn will engage Neel-Schaffer, Inc. to provide a topographic survey of the project limits. The survey will consist of the following:

- Location and description of horizontal and vertical control points.
- Contours at 1-foot intervals
- Spot elevations to be taken on a minimum 25'x 25' grid spacing and at all grade breaks. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. The raw point data will also be provided.
- Open gutter, culverts, swales and ditches located with width and depth.
- Location, elevation and type of:
    - Adjacent street/road, with centerline
    - Curbs
    - Gutter with storm water inlets, if any
    - Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any
    - Buildings, slabs and/or paving and other improvements. Major building corners, particularly at entryways will be included. Finish floor elevation and/or threshold elevations of all buildings at all entryways inside of the project area. All overhanging improvements connected to building will be included such as balconies, signage, and awnings. Changes in building façade, indicating possible lines of possession will be shown
    - Individual trees 4 inches diameter and greater measured at breast height. Common name of trees will be shown
    - Designated parking stripes and traffic striping
    - Traffic control equipment
    - Edge of existing landscape and planter boxes
    - Changes in paving such as concrete to brick pavers
    - Signage
    - Stairs and steps, including handrails
    - Any other pertinent, visible, physical improvements lying within the survey limits
- Due to this project being performed in conjunction with a separate project which focuses solely on mapping of underground utilities and storm drainage, this scope of work/fee does not include the effort to locate said utilities.

TASK 2 – GEOTECHNICAL REPORT

Kimley-Horn will engage Burns Cooley Dennis, Inc. to perform geotechnical investigation and reporting that will inform the pavement section for a mill-overlay, cast-in-place concrete retaining walls, light pole foundations, shade structure (canopy) foundations, and large-arm signal pole foundations along Main Street.

- Field Investigation – Geotechnical investigation of the project site will consist of 20 borings. The borings for the signal pole will be to a depth of 25 ft and the remaining borings will be to a depth of 15 ft for the retaining walls, lights, and shade structure(s).
- Laboratory Analysis – Retrieve disturbed split-spoon samples as appropriate and transport to the lab to perform testing of the soil samples collected and then conduct geotechnical engineering analysis of the soil data.
- Reporting – A geotechnical report will be issued describing the subsurface conditions encountered. The report will consist of a boring plan, graphic logs of the soil borings, description of the investigation process, provide a general overview summary of the subsurface conditions encountered, and general geotechnical comments regarding how the soil conditions encountered could affect the planned construction with emphasis on site preparation/earthwork, shallow and drilled shaft foundation design/construction and groundwater seepage and lateral earth pressure geotechnical comments with regard to the retaining wall section.
- Coordination will be provided with the structural engineer to include the soil-related data needed for drilled shaft design.

TASK 3 – TRAFFIC ANALYSIS

Kimley-Horn will perform a traffic study for Main Street and Lampkin Street in the City of Starkville, MS. This study will collect data at 10 intersections located in the downtown area and evaluate the traffic impacts of changes to Main Street.

Traffic Counts will be collected at the study intersections for Mid-day (11:30am-1:30pm) and PM (4:00-6:00pm) peak hour turning movements. The following 10 intersections along Main Street and Lampkin Street will be included in the traffic study.

- Main Street at Washington Street
- Main Street at Lafayette Street
- Main Street at Jackson Street
- Main Street at Caldwell Street
- Main Street at N Montgomery Street
- W Lampkin Street at Meigs Street
- E Lampkin Street at Washington Street
- E Lampkin Street at Lafayette Street
- E Lampkin Street at Jackson Street
- E Lampkin Street at S Montgomery Street

Additionally, 7-day, 24-hour daily traffic counts are also being collected along Main Street and Lampkin Street.

Kimley-Horn will visit the proposed study network and observe traffic and pedestrian operations in the study area. We will note the general roadway geometry in the vicinity of the study network, intersection operations, pedestrian movements, and pedestrian crossing facilities.

Proposed growth rate and other parameters of the Traffic Study will be reviewed and agreed upon by City Staff prior to starting the study. Intersection capacity analyses will be performed for existing and future conditions at study intersections to determine impacts to vehicle operation. In particular, the study will evaluate the impacts of potentially eliminating the EB and WB left turn lanes along Main Street and how this will impact the operations at the study intersections. Furthermore, an evaluation of traffic flow along Main Street will evaluate the feasibility and impacts of a potential one-way conversion. Analysis at intersections will include vehicle delay, peak hour queuing, pedestrian movement analysis, intersection control evaluations. The intersection control evaluation will determine if two-way stop, all-way stop, or signalization is the most appropriate at each intersection.

Incorporated into the study will be the anticipated impacts from the ongoing Highway 182 project. Particularly, Lafayette Street will be studied to determine the operational impact if it were converted to be one-way southbound.

Future traffic volume projections will be developed based on estimated growth of the downtown area. These high-level projections will estimate traffic volumes for a 20-year horizon and the impacts of vehicular operations. The analysis will include four scenarios:

- Existing 2022 conditions
- Projected 2022 build conditions
- Projected 2042 no-build conditions
- Projected 2042 build conditions

This task will also involve up to two (2) meetings with the City of Starkville. It is assumed that these 2 meetings will consist of a project kick-off meeting as well as a project recommendation meeting to review the draft report.

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TASK 4 – SCHEMATIC DESIGN (SD)

The following professional services will be provided to develop Schematic Design level documents, based upon the approved Conceptual Master Plan and using the information acquired in Tasks 1-3 to inform design refinement. This task consists of:

- Kimley-Horn will prepare a Case Study Report of up to three (3) projects of a comparable size and scope to that of the Main Street corridor. The three selected projects will be agreed upon by the City prior to beginning the case study research. The Case Study Report will consist of photographs of the project area, narrative explaining before and after roadway conditions, and information about the roadway performance received a local municipal representative.
- Address relevant coordination items, such as utilities, with the design team.
- Provide a set of schematic design level drawings and preliminary details, which will provide a basis for schematic design phase opinion of probable cost for the scope area defined in the Project Understanding above. These drawings consist of:
  - Cover Sheet with Index
  - Preliminary Demolition Plan
  - Preliminary Site Plan
  - Preliminary Grading & Drainage Plan
  - Preliminary Utility Plan (provided by Kimley-Horn as part of separate contract with Starkville Utilities)
  - Preliminary Landscape Plan
  - Preliminary Lighting Layout Plan
  - Character & Material Imagery
    - Precedent and visioning images
    - Hardscape material images
    - Landscape material images
    - Site furnishing images
    - Other applicable element images
- Kimley-Horn will provide an Opinion of Probable Construction Costs based on the Schematic Design drawings for evaluation by the Client to determine if project scope or design needs to be adjusted during the Design Development task.
- Kimley-Horn will meet with the Client and Project Team to review the Schematic Design drawings and Opinion of Probable Construction Costs. This meeting will include a walk-through of the Project site to identify specific areas of interest and/or concern that must be addressed within the Design Development Task.

DELIVERABLES

- Kimley-Horn will provide the Client with a 24”x36” Schematic Design Package in a PDF format.
- Kimley-Horn will provide the Client with an 8.5”x11” Case Study Report in PDF format.

TASK 5 – DESIGN DEVELOPMENT (DD)

Kimley-Horn will create Design Development level documents, based upon the approved Schematic Design documents. This task consists of:

- Incorporate Client and Project Team feedback from the Schematic Design review into the Design Development documents.
- These drawings consist of:
    - Cover Sheet with Index
    - Demolition Plan
    - Site Plan
    - Roadway Signage & Marking Plan
    - Grading & Drainage Plan
    - Utility Plan (provided by Kimley-Horn as part of a separate contract with Starkville Utilities)
    - Traffic Control Phasing Plan
    - Hardscape Plans
    - Hardscape Details
    - Landscape Plans
    - Landscape Details
    - Site Furnishing Plan
    - Irrigation Plans
    - Irrigation Details
    - Lighting Layout Plan
    - Lighting Cutsheets
    - Traffic Signal Plans
    - Structural Design Details
    - Preliminary Electrical Engineering Plans
- Review the Design Development site grading to identify ADA access points and routes from the public rights-of-way to the building entrances.
- Address relevant coordination items, such as utilities, with the design team.
- Kimley-Horn will provide an Opinion of Probable Construction Costs based on the Design Development documents for evaluation by the Client to determine if project scope or design needs to be adjusted during the Construction Documents task.
- Kimley-Horn will meet with the Client and Project Team to review the Design Development documents and Opinion of Probable Construction Costs.

DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" Design Development Package in a PDF format.

TASK 6 – CONSTRUCTION DOCUMENTS (CD)

After Client approval of the Design Development documents, Kimley-Horn will prepare the Construction Documents for the scope area defined in the Project Understanding above that would provide documents sufficient for the Client to bid the project and a Contractor to use in constructing the proposed project improvements and consist of the specific information noted below.

- Kimley-Horn will prepare construction drawings to be submitted to the City of Starkville for review and approval. Two rounds of comments from the City will be addressed. This set of documents will consist of:
    - Cover Sheet and Index - This sheet will contain all relevant project/contact information, as well as general notes and legends.
    - Demolition Plan – This plan will identify existing features that are to be demolished and removed or relocated off the project site. No environmental remediation or abatement assessments and considerations shall be provided as part of this scope of services.
    - Site Plan - This plan will define proposed improvements including sidewalks, curb and gutter, crosswalks, parking bump-outs, retaining walls, ADA ramps, shade structures, and general streetscape improvements.
    - Dimension Control Plan – This plan will include staking information and dimensions will be provided to assist the contractor in site layout and provide horizontal control of the proposed improvements.
    - Roadway Signage & Marking Plan - Kimley-Horn will prepare plans indicating the proposed striping and marking modification to Main Street to accommodate the proposed roadway improvements and streetscape elements of the project. Kimley-Horn will prepare a signing plan indicating the roadway signs that are to be replaced or changed as part of this project.
    - Grading & Drainage Plan - Spot elevations in critical areas, proposed contour lines and limits of disturbance will be shown within the proposed grading plan. Storm drainage pipes shall be sized and specified in accordance with City requirements, and connections to the existing public stormwater system shall be designed. No additional public stormwater design or extension beyond the project limits is included in the basic services.
    - Erosion Control Plan - Per state and city requirements, Kimley-Horn will develop erosion prevention and sediment control plans. The location and identification of specific erosion prevention and sediment control measures, or Best Management Practices (BMPs) will be delineated within the plans and will include proposed grading and drainage improvements. These measures will be in accordance with State and City requirements. The design guidelines are provided for the Contractor's guidance. Additional measures may be required during various phases of construction.
    - SWPPP Preparation - Kimley-Horn will prepare the Notice of Intent (NOI) and the Storm Water Pollution Prevention Plan (SWPPP) for the NPDES permit from the Mississippi Department of Environmental Quality (MDEQ). The Erosion Control Plans will be incorporated into the submittal to MDEQ for the NPDES permit. Kimley-Horn will coordinate with MDEQ to address revisions during the review process in order to receive Notice of Coverage (NOC) for the project. If additional permits beyond those stated

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above are required, Kimley-Horn will prepare and submit the additional documentation as an Additional Service.

- Utility Plan – These plans will be provided by Kimley-Horn as part of a separate contract with Starkville Utilities.
- Traffic Control Phasing Plan - Kimley-Horn will prepare a phased traffic control plan for construction work, within and near the public street right-of-way per the City of Starkville and MUTCD Standards.
- Hardscape Plans - The plan will identify final hardscape elements such as materials, patterns, critical dimensions, and detail keys for the scope area defined in the Project Understanding above.
- Hardscape Details - This plan will provide details on proposed hardscapes with material callouts, specifications, identification of manufacturer, and local sourcing contacts. Construction details at various scales will be shown to assist in the Client's bidding and construction of the hardscape elements shown.
- Landscape Plans - The planting plan will define the proposed quantity, location and species of plants, minimum sizes at installation and root conditions/container type for the scope area defined in the Project Understanding above. A plant schedule will also be provided.
- Landscape Details – The final planting details will illustrate proper planting techniques, spacing standards, tree staking details, landscape edging details, and general landscape installation notes defining soil preparation and landscape installation requirements.
- Site Furnishing Plan – The furnishing plan will define proposed locations of site furnishings within the scope area defined in the Project Understanding above such as benches, tables and chairs, waste/recycling receptacles, bicycle racks, leaning rails, planters, and shade structures. The plan will specify the manufacturer and specifics regarding the furnishings, such as materials, colors, finishes, and installation techniques. A furnishing schedule will also be provided.
- Irrigation Plans & Details – These plans indicate the location of sleeves, mainline, lateral lines, heads/rotors, valves, nozzle specifications, quick-coupler locations, and controller equipment. Kimley-Horn will determine the water meter, controller, and backflow preventer location(s).
- Lighting Layout Plan & Cutsheets – The plan will identify the location of the pedestrian light poles, streetlight poles, steel light towers, festoon lighting, and bollard lights with photometric values and manufacturer specifications indicated. The plan will not include electric service design for the lights, which shall be provided Kimley-Horn's electrical engineer subconsultant. See Electrical Engineering Scope on page 11 for more information.
- Traffic Signal Plans – Kimley-Horn will complete the signal design for 1 new mast arm signal at Main Street and Montgomery Street and 3 traffic signal modification designs to accommodate planned lane change configurations along Main Street at Washington Street, Lafayette Street, and S. Jackson Street. The plans will be developed in accordance with the 2009 Manual of Uniform Traffic Control Devices (MUTCD) and the MDOT design standards.

The design plans for the strain pole signals will consist of the following:

- Key Sheet
- Tabulation of Quantities
- General Notes
- Plan Sheets
    - Controller type and location
    - Electrical service
    - Strain pole and structural details
    - Signal head displays and locations
    - Countdown pedestrian heads and APS pushbuttons
    - Detectors
    - Conduit and pull boxes
    - Phasing and timings
    - Street name signs and other signing and marking
    - Pertinent notes

- Structural Design Details - Kimley-Horn will provide professional structural engineering services for streetscape amenity elements as specifically set forth below:

    - Light Pole Foundations
    - Pedestrian Bollard Foundations
    - Light Tower Foundations
    - String Light Pole Foundations
    - Overhead Canopy/Pergola Structure Foundations
    - Streetscape Retaining Walls

  Kimley-Horn will provide the following scope of services for the foundations and retaining walls associated with the above streetscape amenity elements. Additionally, construction phase services will be provided as outlined below.

    - Perform structural analysis and engineering design of light pole, light tower, and bollard foundations to resist lateral wind loads, light cable loads, and pedestrian loads. It is anticipated that the foundation system will be a reinforced concrete drilled pier system sized to accommodate both gravity and lateral loads. Anchorage of the light pole/tower and/or bollard assembly is assumed to be provided by the manufacturer for their specific product.
    - Perform structural foundation analysis and engineering design for the overhead canopy/pergola structures to resist gravity and overturning lateral wind loads. It is assumed that the foundation system for the overhead structures will be a reinforced concrete spread footing sized to accommodate the structural loadings as well as the allowable soil bearing pressure. The design of the overhead canopy/pergola is anticipated to be a pre-engineered fabricated product and as

such the anchorage of the structure to the foundation system will be provided by the manufacturer.

- Perform structural analysis and engineering design of the proposed streetscape site retaining walls. It is assumed that these retaining walls will not exceed 5 feet in retaining soil height.
- Produce structural foundation construction details and site retaining walls sections and details to be included in the overall project construction documents.
- Produce technical specifications which will be provided on the structural plans.

o Electrical Engineering Design – Kimley-Horn's subconsultant, Atwell & Gent, will prepare drawings, specifications, and contract documents for the furnishing of labor, materials, and equipment necessary for the construction of the electrical systems for the Main Street Corridor Improvement project scope area.

The electrical scope of work includes the following:

- Electrical Services including power distribution and controls for street lighting, festoon lighting, and receptacles for Main Street events. This includes coordinate of service locations and requirements with Starkville Utilities.
- Power distribution shall include panelboards, circuit breakers, contactors, photocells, and meters as required.
- Power shall be routed underground from the power distribution equipment to each of the streetlights, festoon lights, and event receptacles.
- In-grade pull boxes shall be provided as required.

- The following technical specifications will be provided within the Project Manual. If additional specifications are needed, those will be provided at no additional cost to the Client.
  - Soil Preparation
  - Exterior Plantings
  - Concrete Paving
  - Concrete Formwork
  - Irrigation
  - Unit Paving
  - Metal Fabrication

DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" Construction Document package in a PDF format.
- Technical Specifications will be provided to the Client in 8.5"x11" PDF format

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TASK 7 – MEETINGS & COORDINATION

Kimley-Horn will attend meetings as requested by the Client and up to the maximum hourly budget. The meetings are in addition to those outlined in the tasks above. These meetings can include:

- Project meetings, stakeholder meetings, city meetings and others upon request that may be required during each phase of the Project.
- Project meetings as required for the proper implementation of the Consultant's services and the Project.

TASK 8 – BIDDING PROCESS

Kimley-Horn will assist the Client with obtaining bids for the construction of the improvements. We will assist the Client with identifying potential contractors to bid on the improvements, will contact those potential bidders, and set up a process to solicit bids in accordance with the requirements specified by the Client. The bidding process shall follow public procurement and public bidding processes. Upon receipt of the bids, Kimley-Horn will review the bids and prepare an analysis and recommendation for award of the bids to the lowest and best bidder. Kimley-Horn will assist the Client with preparing construction contracts for the improvements identified in the construction plans.

TASK 9 – LIMITED CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide limited construction phase services for the project. Construction Phase fees shall be provided up to the maximum hourly budget. This phase begins at the start of construction. The tasks provided are as follows; not all will be provided each month. Services in general consist of attending site related project meetings, making site visits to observe the quality and quantity of construction, responding to RFI's, reviewing shop drawings and material samples, and preparing field observation reports at appropriate intervals.

A. **Visits to Site and Observation of Construction.** Kimley-Horn will provide on-site construction observation services during the construction phase as requested by the Client. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work. Kimley-Horn will attend on-site visits as requested by the Client up to the approved budget. The base estimated hourly budget assumes 20 on-site visits. Kimley-Horn will attend up to one one-year (from the Certificate of Occupancy) warranty walk on-site. The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

B. **Recommendations with Respect to Defective Work**. Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

C. **Clarifications and Interpretations**. Kimley-Horn will respond to reasonable and appropriate Contractor Requests for Information (RFI) and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

D. **Shop Drawings and Samples**. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

E. **Substantial Completion**. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct one site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify Client and Contractor.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

TASK 10 – CONSTRUCTION ENGINEERING AND INSPECTIONS

Kimley-Horn will engage Neel Shaffer, Inc. to provide construction engineering and inspection services, which shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of City of Starkville concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the City of Starkville, and shall consist of the following:

A. All materials to be used in the construction of this project shall be tested and certified by the MATERIALS TESTING CONSULTANT hired by the City of Starkville for meeting the requirements of the Contract Documents for the Project. Services shall include direct coordination with the City of Starkville's MATERIALS TESTING CONSULTANT and CONTRACTOR during construction for particular Work for the Project being carried out.

B. Neel-Shaffer shall promptly field verify and recommend payment of all eligible CONTRACTOR'S estimates and shall maintain weekly project reports, showing the CONTRACTOR'S progression of work. Neel-Shaffer shall check and verify the quantities of all materials incorporated in the project; and shall make prompt response to Kimley-Horn for approval and payment. Neel-Shaffer shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by Kimley-Horn, and copies thereof shall be furnished, if requested at the cost of reproduction.

C. The duties, responsibilities, and limitations of authority of a Resident Project Engineer (RPE) and Resident Project Representative (RPR) are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY

OF THE RESIDENT PROJECT ENGINEER AND RESIDENT PROJECT REPRESENTATIVE.

Neel-Shaffer shall furnish a Resident Project Engineer (RPE) and Project Resident Representative (RPR) to observe performance of the Work of the CONTRACTOR on a part-time basis. Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPE and/or RPR, Neel-Shaffer shall endeavor to provide further protection for the City of Starkville against defects and deficiencies in the Work; but, the furnishing of such services will not make Neel-Shaffer responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the RPE and RPR are limited and described as follows:

I. General:

The RPE's/RPR's dealings in matters pertaining to the on-site construction work shall in general be with the CONTRACTOR, keeping Kimley-Horn advised as necessary. The RPE's/RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The RPE's/RPR's shall generally communicate with Kimley-Horn.

II. Duties and Responsibilities of the RESIDENT PROJECT ENGINEER

A. Schedules:
Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with Kimley-Horn concerning acceptability.

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B. Conferences and Meetings:
Attend meetings with the City of Starkville, Kimley-Horn AND CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:
- Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as Kimley-Horn's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the City of Starkville's on-site operations.
- Assist in obtaining from the City of Starkville additional details or information, when required for proper execution of the Work.

D. Shop Drawings and Samples:
- Record the date of receipt of Shop Drawings and samples and distribute to Kimley-Horn accordingly for Work related to civil engineering and landscape architecture.
- Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify Kimley-Horn of availability of samples for examination.
- Advise Kimley-Horn and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been accepted.
- Review submittals of shop drawings and samples for civil engineering related Work in conjunction with Kimley-Horn and City of Starkville for general compliance with the Contract Documents and the City of Starkville's standards.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:
- Conduct on-site observations of the Work in progress to determine if the Work is, in general, proceeding in accordance with the Contract Documents.
- Report to Kimley-Horn any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Kimley-Horn of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to Kimley-Horn appropriate details relative to the test procedures and startups.
- Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Kimley-Horn.

F. Interpretation of Contract Documents:
Report to Kimley-Horn when requests for information, clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR information, clarifications and interpretations as issued by Kimley-Horn.

G. Modification and Change Order Requests to the Contract:
Consider the CONTRACTOR'S suggestions for modifications in Drawings or Specifications or any claims for changes in Work from the CONTRACTOR and report to Kimley-Horn for decision purposes. Transmit to the CONTRACTOR decisions as issued by Kimley-Horn.

H. Records:
Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

I. Reports:
- Furnish Kimley-Horn, at minimum, one weekly report as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Kimley-Horn, in advance of scheduled major tests, inspections or start of important phases of the Work.
- Report immediately to Kimley-Horn upon the occurrence of any accident.

J. Payment Requests:
Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to Kimley-Horn, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Completion:
- At the time the CONTRACTOR claims the Work has maintained Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- Attend a final inspection in the company of the City of Starkville, Kimley-Horn and CONTRACTOR for preparing a final list of items to be completed or corrected.
- Observe that all items on the final list have been completed or corrected and make recommendations to Kimley-Horn concerning acceptance.

III. Duties and Responsibilities of the RESIDENT PROJECT REPRESENTATIVE

A. Review of Work:
Neel-Shaffer shall furnish an on-site Resident Project Representative (RPR), to assist Neel-Shaffer with observing progress and quality of the work of the Contractor on a part—time basis. The RPR is expected to be on site an average of 10 hours per week during construction of the Project

B. Records:
- Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued

subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- Keep a diary of site observations, with the weather conditions, data relative to questions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, for each day of attendance on site.

C. Review of Work, Inspections and Tests:
- Conduct on-site observations of the Work in progress and report to the Neel-Schaffer, if the Work is in general proceeding in accordance with the Contract Documents.
- Report to Neel-Schaffer any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made.
- Observe tests, equipment and systems startups and operating and maintenance training that are to be conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the Neel-Schaffer appropriate details relative to the test procedures and startups.
- Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Neel-Schaffer.

D. Payment Requests:
Review pay items for applications for payment with the CONTRACTOR in the field for correctness prior to final submittal by the CONTRACTOR for approval.

IV. Limitations of Authority

Neel-Schaffer:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment.
B. Shall not exceed the limitations of Kimley-Horn's authority as set forth in the Contract Documents.
C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction.
E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
F. Shall not authorize the City of Starkville to occupy the Project in whole or in part.
G. Shall not participate in specialized field or laboratory tests or inspections conducted by others.
H. Shall not review Shop Drawings or sample submittals for general conformance with the Contract Documents and City of Starkville's standards unrelated to civil engineering Work.
I. Shall not provide full time construction engineering and inspection services.
J. Shall not perform any construction staking.
K. Shall not perform any permitting services.
L. Shall not provide or perform any design engineering change decisions.

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ADDITIONAL SERVICES

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

SERVICES NOT INCLUDED

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

- Community Engagement meetings
- Grant Applications
- Connection design of string lights to existing building facades
- Environmental permitting

SCHEDULE

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

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

FEES AND BILLING

Kimley-Horn will perform the services in Tasks 1 - 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Kimley-Horn will perform the Services in Tasks 7 - 10 on a labor fee plus expense basis with the maximum labor fee shown below. Labor fee will be billed on an hourly basis according to our then-current rates.

Base Scope of Services	**Fee**	**Fee Type**
Task 1: Topographic Survey	$ 45,000.00	Lump Sum
Task 2: Geotechnical Report	$ 20,000.00	Lump Sum
Task 3: Traffic Analysis	$ 60,000.00	Lump Sum
Pre-Design Analysis and Survey Services Total	**$ 125,000.00**	
Task 4: Schematic Design (SD)	$ 149,000.00	Lump Sum
Task 5: Design Development (DD)	$ 185,000.00	Lump Sum
Task 6: Construction Documents (CD)	$ 255,000.00	Lump Sum
Task 7: Meetings and Coordination	$ 10,000.00	Hourly Max
Design Services Total	**$599,000.00**	
Task 8: Bidding Process	$ 10,000.00	Hourly Max
Task 9: Limited Construction Phase Services	$ 40,000.00	Hourly Max
Task 10: Construction Engineering and Inspections	$ 300,000.00	Hourly Max
Bidding and Construction Phase Services Total	**$ 350,000.00**	

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

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

CLOSURE

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

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

____ Please email all invoices to ____________________________

____ Please copy ____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Henry Minor

DocuSigned by:
BEC900D787444D4...

Henry Minor, PLA, ASLA
Project Manager

Drake Danley, PE
Associate

City of Starkville

SIGNED:

PRINTED NAME: ______________________
TITLE:________________________________

Client's Federal Tax ID: ______________________
Client's Business License No.: _________________
Client's Street Address: ______________________
____

Attachments: Hourly Rate Schedule
Standard Provisions

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	***Rate***
Analyst I	$120 - $155
Analyst II	$145 - $195
Professional	$200 - $220
Senior Professional I	$230 - $275
Senior Professional II	$315 - $365
Senior Technical Support	$100 - $225
Technical Support	$95 - $145
Support Staff	$80 - $130

Effective through June 30, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

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

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

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

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

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any

discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

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

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

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

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

(10) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

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

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

(13) **Construction Phase Services.**
(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation.
(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(14) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits

to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

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

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

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 15, 2022
PAGE: 1

SUBJECT: Consideration of adopting a resolution that specifically names the board approved uses of the American Rescue Plan Act (ARPA) funds based on the United States Department of Treasury Final Rule and the Mississippi legislature's directive as to the uses for which they are willing to offer matching funds.

AMOUNT & SOURCE OF FUNDING: The City is asking to receive the maximum in state funds as a dollar for dollar match for the ARPA funds being received from the Federal sources. The resolution as proposed has funds outlined that amount to $13,015,000 in funds that would qualify under the state's criteria deserving a match.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board approved the use of the ARPA funds for the expansion of the parks in 2021 and then again on January 18, 2022, the board approved expanding the matching funds to include all allowable ARPA final rule uses.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the proposed resolution identifying the uses of the City of Starkville ARPA funds that are eligible for a state match on a dollar for dollar basis.

A RESOLUTION BY THE CITY OF STARKVILLE TO REQUEST MATCHING AMERICAN RECOVERY ACT PLAN (ARPA) FUNDS EXTENDED BY THE STATE OF MISSISSIPPI FOR WATER, SEWER AND STORM DRAINAGE PROJECTS TO ELIGIBLE MUNICIPALITIES

This resolution is made for the purpose of seeking matching funds from the State of Mississippi for the purpose of extending the impact of the ARPA funds provided to the City of Starkville in the amount of six million three hundred six thousand six hundred sixty-six dollars ($6,306,666.00) for the reasons and the purposes specified in the following language.

WHEREAS, the City of Starkville has suffered economic and opportunity cost losses from the COVID 19 pandemic; and

WHEREAS, the City of Starkville understands that the use of the ARPA funds is intended to assist in the recovery from those losses and to provide improved quality of life for the residents and visitors in ways that comport with the long-term best interests of each community; and

WHEREAS, the City of Starkville recognizes that the State of Mississippi has extended a gracious offer of assistance to match ARPA funds on a dollar-for-dollar basis to qualifying projects of a transformational nature; and

WHEREAS, the City of Starkville has evaluated it's needs for infrastructure improvements that fit within the guidelines of the State of Mississippi's parameters as outlined by the Mississippi Senate leadership; and

WHEREAS, those needs that follow the legislature's published guidelines are stormwater drainage and sewer and water infrastructure; and

WHEREAS, the City of Starkville has multiple projects that fall squarely within those guidelines that are in the planning stages or that are shovel ready or will be easily completed by the mandated ARPA deadline of December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STARKVILLE THAT:

SECTION 1. The stormwater projects that meet the State of Mississippi's requirements for matching funds are as follows:

Storm Water management:

Highway 182	$ 2,700,000
Lynn Lane	650,000
Colonial Hills	235,000
Northside Drive	215,000
Main Street	165,000

SECTION 2. The water projects that meet the State of Mississippi's requirements for matching funds are as follows:

Water infrastructure improvements:

Main Street	$ 1,200,000
Lampkin Street	800,000

Highway 182	1,000,000
New water well	1,800,000

SECTION 3. The sewer projects that meet the State of Mississippi's requirements for matching funds are as follows:

Sewer infrastructure improvements:

Highway 182	$ 1,000,000
Main Street	$ 250,000
Wastewater Plant	$ 3,000,000

SECTION 4. The projects enumerated within the body of this resolution are a total of $13,015,000 which would allow for a full matching grant from the State of Mississippi in the amount of $6,303,666.00.

SECTION 5. The Mayor and the Board of Aldermen of the City of Starkville respectfully request consideration for the full dollar for dollar match of the ARPA funds as available to be used for the above stated purposes.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED THIS DAY OF FEBRUARY 15, 2022.

VOTING:

ALDERMAN BEN CARVER ______
ALDERMAN SANDRA SISTRUNK ______
ALDERMAN JEFFREY RUPP ______
ALDERMAN MIKE BROOKS ______
ALDERMAN HAMP BEATTY ______
VICE MAYOR ROY A.' PERKINS ______
ALDERMAN HENRY VAUGHN ______

____
D. LYNN SPRUILL
MAYOR, CITY OF STARKVILLE

ATTEST: ________________________________

AGENDA ITEM DEPT.: Mayor's Office

CITY OF STARKVILLE COVERSHEET-Mayor's Office **AGENDA DATE:** 02.15.2022

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 2

SUBJECT: Consideration for 8 youth, and 2 coordinators to attend the Statewide Youth Leadership Summit February 25 and 26, 2022 with advance travel funds to be taken from the Mayor Youth Council budget.

AMOUNT & SOURCE OF FUNDING

Mayor's Youth Council Budget: 001-120-600-340

Registration – 10 x $50 -	$ 500.00
Hotel	600.00
Travel Allocation -	$ 100.00
Meal Advance to Marquita Outlaw	$650.00

Estimate: Food is as outlined: 1 Breakfast, 2 Lunches, & 2 Dinners
Lunch - $12.50 per attendee
Dinner - $15.00 per attendee
Breakfast - $10.00 per attendee

(Breakfast - $100.00, Lunch - $250.00, Dinner - $300.00 = $650.00)

Marquita Outlaw will bring all receipts for meals back along with any change.

AUTHORIZATION HISTORY: The Mayor Youth Council has attended this annual conference in the past.

REQUESTING DEPARTMENT: Mayor's office

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION, CONTACT: Mayor Youth Council Coordinator, Marketta Outlaw

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SUGGESTED MOTION:

Move approval to authorize 8 youth, and 2 coordinators to attend the Statewide Youth Leadership Summit February 25 and 26, 2022 with advance travel.

ldh

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: February 15, 2022
PAGE: 1

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

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

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

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

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

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

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

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

DATE: February 15, 2022

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.:
AGENDA DATE: 2.15.2022
PAGE: 1

SUBJECT: Consideration of accepting the lower quote of $9,500.00 from Eagle Construction for professional services of asbestos removal at building #5 Brookville Gardens.

AMOUNT & SOURCE OF FUNDING 001-190-600-323: Demolition and Debris Removal

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT:

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Mark McCurdy or Stein McMullen

Solicited quotes from 3 companies:

Eagle Construction	$ 9,500.00
Air Environmental	$14,500.00
EAC	$12,600.00

SUGGESTED MOTION: Move for approval to accept the lower quote of $9,500.00 from Eagle Construction for professional services of asbestos removal at building #5 Brookville Gardens.

AIR Environmental

3404 Camellia Circle, Columbus, MS
662-242-5387 / TritanPro@aol.com

July 22, 2021

Mr. Mark S. McCurdy,
Fire Marshal
Starkville Fire Department
503 E. Lampkin Street,
Starkville MS. 39759
Office: 662-323-2962
Cell: 662-769-0037
E-mail: mmccurdy@cityofstarkville.org

RE: Asbestos Abatement / Building # 5 - 305 Everglade Ave. Starkville MS 39759

Mr. McCurdy,
Thank you for allowing AIR Environmental the opportunity to give you this proposal for the above referenced project. All federal, state, and MDEQ / EPA regulations will be followed. All labor, supplies, equipment, disposal, and insurance is included in this proposal.

PROPOSAL

Scope of work
Asbestos Abatement / Building # 5 - 3 Apartments

1. Remove 1 layer of floor tile and black mastic (FT/M) in three (3) apartment units.
2. Provide post abatement air clearances in each apartment using Phase Contrast Microscopy (PCM)

Note:

- Owner will provide power and water
- Owner will remove all furniture / debris from each apartment.
  prior to the abatement work.

Proposal Price: $14,500.00

Sincerely,

Edward Lesniak

Edward Lesniak

EAC Environmental

ASBESTOS ABATEMENT PROPOSAL

July13, 2021

Client:
City of Starkville
Mark McCurdy

Remit To:
EAC Environmental
4546 Cal Steens Road
Caledonia, MS 39740

Project Site:
305 Everglade #5-D
Brooksville Gardens
Starkville, MS 39759

SCOPE of WORK

- Submit the Mississippi Asbestos Demolition/Renovation Notification Form to MDEQ (10 Working Day Notice)
- Contain work area, set up air scrubbers, and airless sprayer with surfactant conditioned water for emission control
- Remove floor tile and mastic using wet method
- Double bag abated materials in 6 mil bags
- Asbestos containing materials will be disposed in NESHAP Approved RoBo Landfill, Scooba, MS
- Client will be provided a completed Waste Manifest

*EAC proposes to furnish all labor, materials, and equipment for the removal of asbestos contaminated materials per scope of work. All work will be done in compliance with MDEQ, EPA and OSHA rules, regulations, and guidelines. The project will be completed in a timely manner by AHERA certified abatement technicians. All asbestos containing materials will be properly disposed in a NESHAP approved landfill.

Proposed Cost: $12,600.00 *

Submitted By: Edward A. Clay

*Contingent upon
1) All floors cleared of debris
   Additional $1,000 per unit for debris removal by EAC ($15,600)
2) Power and Water supplied by Client
3) A Starkville Police Officer will remain onsite
   for the duration of the abatement process

Accepted By: ________________________

Date: ________________________

EACEnvironmental@gmail.com
Edward A. Clay 662-386-6386
BB Vanlandingham 662-549-1777

Eagle Construction
1450 Old Brandon Rd.
Flowood, MS 39232
Phone - 601-214-4411 Fax - 601-607-3481
Email: jeff@eagleconstructionms.com

PROPOSAL

To: Mark S McCurdy	Date: 7/22/2021
Company: Starkville Fire Dept	**JOB SITE INFORMATION**
Address:	Job Name: Brookville Gardens Apts - Bldg 5
City:	Job Location: Starkville, MS
State: Zip:	Job Type: Asbestos Abatement

We propose the following:

Removal and disposal of approx. 3,000 sq ft of asbestos containing FT/M from 3 units per MDEQ reqs

Owner to provide power, water and sanitary facilities.
Eagle Construction Co. will take all precautions to protect all surfaces and equipment from damage.

All work subject to scheduling. Eagle Construction Co. normally schedules projects a minimum of 2 weeks in advance.

Exclusions:
No replacement material
No utility capping
No saw cutting
No exterior demolition
No concrete work

$2,000,000 General Liability, Environmental Pollution & $1,000,000 Workers Comp
COR#16607-SC

We Propose hereby to furnish material and labor ~ complete in accordance with above specifications, for the sum of:

Dollars: $9,500.00

Payment will be made as follows: Net 30 days with 1.5% Monthly Finance charge on delinquent balance

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Estimator: Jeff Evans

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTED - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: ______________________ Date: __________

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: February 15, 2022

SUBJECT: Consideration of adopting the updated Development Fee Schedule.

SUMMARY: The Fee Schedule was last updated in 2013 by the Board of Aldermen. Since the adoption of the Unified Development Code in 2019 much of the language in our 2013 Fee Schedule has needed to be updated. The fees from the Rental Housing Code has also been added to this document.

REQUESTING DEPARTMENT: Community Development

FOR MORE INFORMATION CONTACT:
Mayor Lynn Spruill - l.spruill@cityofstarkville.org
Lyle MeCaskey - l.mecaskey@cityofstarkville.org

SUGGESTED MOTION: Move to approve the updated the updated development fee schedule which will become effective March 17,2022.

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Development Fee Schedule

PLANNING SERVICES

Planning Email: planning@cityofstarkville.org **City Planner:** Daniel Havelin
Planning Phone: (662) 323-2525 Extension 3136

The Planning Department performs project reviews and inspections for all developments within Starkville to promote quality, safety, usability, and compliance with the Unified Development Code.

SECTION 1: RECORDS REQUEST	
Zoning Verification Letter	$30
Due Diligence Request / FOIA	$30 per hour (estimate given prior to starting)
SECTION 2: SUBDIVISIONS*	
Major Subdivision	
Preliminary Plat	$250 plus $10 each lot
Final Plat	$250 plus $10 each lot
Minor Subdivision	
Final Plat	$100
Condominium Plat	
New Condominium Plat	$250 plus $10 each unit
Conversion of Existing Building Condominium Plat	$400 plus $10 each unit

SECTION 3: PUBLIC HEARING**	
Rezoning	$500
Planned Unit Development (PUD)	$500
Use Exception	$200
Special Exception	$200
Variance	$200 plus $50 for each additional variance request
Variance for individual Single Dwelling Unit in any zoning district	$100

SECTION 4: PUBLIC MEETINGS	
Conceptual Master Plan- Optional District*	$200
Landscape Waiver	$200 plus $50 for each additional variance request
SECTION 5: DEVELOPMENT REVIEW COMMITTEE (DRC)	
Site Plan Review without Stormwater Review	$150
Site Plan Review with Stormwater Review	$300
Infrastructure Review without Stormwater Review	$300
Infrastructure Review with Stormwater Review	$500
Pre-Application Meeting	$0

SECTION 6: OTHER	
Administrative Appeal	$50
Sign Permit	$25 + $6.00 for each additional thousand or fraction thereof after $1,000.
Banner Permit	$25
Telecommunication Facilities New	$500
Telecommunication Facilities Upgrade to Existing	$200
Portable Telecommunication Facilities	$100
Certificate of Appropriateness	$50

** No DRC Review fee required as part of request*

***Reimbursement of cost of notification (legal ad and mailings) is also required*

BUILDING SERVICES

Building Email: buildingdept@cityofstarkville.org **Building Official:** Stein McMullen
Planning Phone: (662) 323-2525 Extension 5007

The Building Department performs project reviews and inspections for all private development within Starkville to promote and ensure quality, safety, usability, sustainability and compliance in the built environment. Building services provide three main services: comprehensive plan reviews, routine and systematic inspections, and regulation.

SECTION 1: ESTIMATED COST OF CONSTRUCTION (VALUATION)	
Commercial Construction Permit Fee	
$2,500 to $10,000,000	$4.00 per $1,000 valuation
$10,000,001 or more	$40,000 + $5.00 for each additional thousand or fraction thereof after $10,000,000.
Residential Construction Permit Fee	
$2,500 to $5,000,000	$3.00 per $1,000 valuation
$5,000,001 or more	$15,000 + $4.00 for each additional thousand or fraction thereof after $5,000,000.

SECTION 2: BUILDING PLAN REVIEW		
Plan Review for Commercial Construction	25% of Commercial Construction Permit Fee	$250 (Limit)*
Plan Review for Residential Construction	25% of Residential Construction Permit Fee	$100 (Limit)*

SECTION 3: GENERAL FEES	
Courtesy Inspection	$25
Land Disturbance for Residential Development	$50
Land Disturbance for Commercial Development	$50 per Acre of disturbed area
Certificate of Occupancy (New Business/Location)	$50
Certificate of Occupancy (Change of Name/Ownership)	$25
Demolition (Entire Structure)	$50
Demolition (Inside Structure Only)	$25
Printed Replacement Permit	$5

SECTION 4: REPEAT INSPECTIONS	
Re-Inspection	1st Free 2nd $25 3rd $50 4th $75

SECTION 5: TRADE INSPECTIONS	
Gas Inspection	$20 per inspection/unit
Plumbing Inspection	$5 per plumbing cluster
Mechanical Inspection	$25 + $5 per tonnage
Existing Electrical Inspection (Residential Only)	$25
New Electrical Inspection	$50
Electrical Inspection (Multi-Family)	$25 per unit

SECTION 6: RENTAL HOUSING	
Rental Housing Registration Fee	$15 per rental housing unit

SECTION 7: OTHER		
Accessory Structure	Based on estimated cost of construction permit fee	
Floodplain Development Permit	Residential Non-Residential/Mixed-Use/Multi-Family	$100 $200
Temporary Certificate of Occupancy	Residential Non-Residential/Mixed-Use/Multi-Family	$100 $250

FIRE MARSHAL SERVICES

Email : firemarshal@cityofstarkville.org
Phone : (662) 323-1845

Fire Marshal : Mark McCurdy
Fire Inspector : Jonathan Wade

The Office of the Fire Marshal is the enforcement, educational, and informational arm of the City of Starkville Fire Department. The division performs site inspections, issues permits, enforces fire codes, and coordinates pre-fire planning for buildings and facilities within the city. The division is also responsible for conducting fire investigations to determine origin and cause of all fires and provides public fire education to the citizens of Starkville.

SECTION 1: GENERAL		
Safety Inspection	$25	
SECTION 2: SPRINKLER SYSTEMS		
Installation or Alteration of an Automatic Fire Sprinkler System and Standpipe System.	0 to 10,000 Square Feet	$100
	10,001 to 100,000 Square Feet	$150
	100,000 Square Feet and up	$200
SECTION 3: FIRE DETECTION SYSTEMS		
Installation or alteration of fire detection system.	0 to 100 Feet	$50
	101 to 200 Feet	$100
	201 Feet and up	$150
Installation or alteration of fire detection systems (excluding single family residential)	0 to 10,000 Square Feet	$50
	10,001 to 100,000 Square Feet	$100
	100,001 Square Feet and up	$200
Installation or alteration of hood suppression systems, commercial kitchen hoods or other specialized cooking related equipment in kitchen applications	New	$100
	Existing	$50
SECTION 4: TEMPORARY STRUCTURES		
Use of temporary membrane structures and tents over 200 square feet (excluding tents used exclusively for recreational or camping purposes and funeral services) and canopies over 400 square feet.	Any	$50
SECTION 5: TANKS, EQUIPMENT, AND DISPENSING STATIONS		
To install, construct, or alter tanks, equipment and fuel dispensing stations where flammable and/or combustible liquids are stored or dispensed.	Any	$150

ENGINEERING SERVICES

Email: engineering@cityofstarkville.org
Phone: (662) 323-2525 Extension 5005

City Engineer: Edward Kemp
Assistant. City Engineer: Cody Burnett

The Engineering Services Department's Stormwater Management Division is responsible for services, programs, and projects that reduce pollution in Starkville's waterways and address critical flooding and erosion issues that impact streets and private properties in order to preserve and protect life, support healthy natural resources, and complement sustainable growth for the vibrant Starkville community.

SECTION 1: CONSTRUCTION INSPECTION FEES		
Public roadway construction (includes subgrade, proof rolls, base, and surface)*	$2.00	Per linear foot
Public roadway curb and gutter*	$0.25	Per linear foot
Public storm drain lines	$0.25	Per linear foot
Public storm drainage structures	$3	Each
Public sidewalks	$0.25	Per linear foot
Public water lines	$0.25	Per linear foot
Public sewer lines	$0.25	Per linear foot
Public sanitary sewer structures	$3	Each
Aboveground Detention and Retention Ponds and outlet control structures	$50	Each
Underground Detention Storage and outlet control structures	$50	Each

**Also applies to private roadways that must be built to City Standards*

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 02.15.2022**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of authorizing to advertise for construction bids for the off-corridor electric project as part of the BUILD project as soon as authorization is provided by MDOT and FHWA.

AMOUNT & SOURCE OF FUNDING : Park Improvement Funds

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

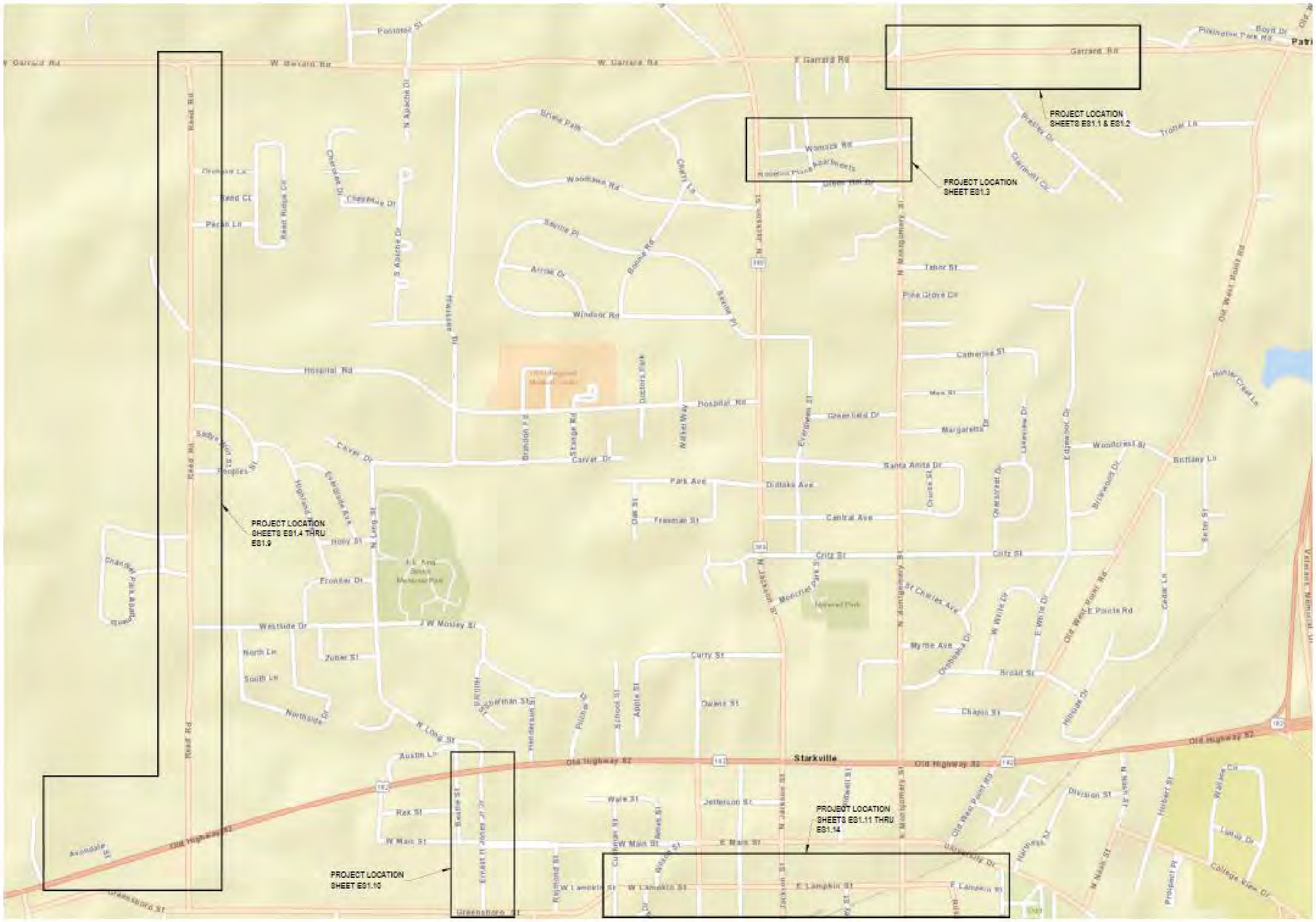
One component of the BUILD project is to off-load 3 distribution circuits from the Hwy 182 corridor offsite via other electric infrastructure. In order to achieve this, some of the off-corridor electric infrastructure will need to be upgraded.

This is a project that will be advertised, bidded and managed by Starkville Utilities and will operate under a Utility Agreement outlining those responsibilities. We are awaiting final review and approval of the Utility agreement and the final version will be brought to the Board's consideration at a future meeting.

The plans and specifications for this project have been completed and a MDOT permit has been granted. This will allow Starkville Utilities to advertise as soon as MDOT gives approval.

A schematic drawing is attached which shows the areas of proposed work.
A full set of plans can be viewed in the Engineering Department office.

SUGGESTED MOTION: Move for approval authorizing to advertise for construction bids for the off-corridor electric project as part of the BUILD project as soon as authorization is provided by MDOT and FHWA.



LOCATION MAP
SCALE: NONE

MARK	DATE	DESCRIPTION
IFC	01/07/22	ISSUED FOR CONSTRUCTION

OFF-CORRIDOR 13KV ELECTRICAL IMPROVEMENTS FOR HIGHWAY 182 REVITALIZATION PROJECT

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

JEFFREY ATWELL
01/07/2022

PROJECT NO.	10163135
DRAWN BY:	REW
CHECKED BY:	JA
DATE:	01/07/2022
SCALE:	NONE

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

LOCATION MAP

DRAWING NO.
ES1.0

ATWELL & GENT
ELECTRICAL & CONSULTING ENGINEERS

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 02.15.2022
PAGE: 1

SUBJECT: Consideration of approving Supplemental Agreement #1 with Neel Schaffer in the amount of $3,403.57 to include Additional Design services: Sidewalk and Access Driveway Design- Additive Alternates 1 & 2.

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

These are additional services that were not included in the original scope of design services and were requested by the Owner representative (Parks and Recreation) during initial design phase.

These are design services requested and that have been incorporated into the final plans and construction bids.

SUGGESTED MOTION: Move to approve Supplemental Agreement #1 with Neel Schaffer in the amount of $3,403.57 to include Additional Design services: Sidewalk and Access Driveway Design- Additive Alternates 1 & 2.

January 26, 2022

City of Starkville
ATTN: Edward Kemp, PE
110 West Main Street
Starkville, MS 39759

RE: STARKVILLE SPORTSPLEX PARKING LOT EXPANSION – PHASE 1
ADDITIONAL DESIGN SERVICES
SIDEWALK AND ACCESS DRIVEWAY DESIGN - ADDITIVE ALTERNATES 1 & 2

Dear Mr. Kemp:

Neel-Schaffer, Inc. (NSI) is pleased to offer additional professional design services for the above referenced project as defined in Exhibit A, Scope of Services. NSI proposes to perform these services for an hourly, not-to-exceed fee of $3,403.57.

NSI's hourly rates and General Terms and Conditions shall be based on our original Contract dated November 4, 2020, attached hereto for reference. We will bill you monthly as the work is completed.

This Letter Agreement, consisting of one page; Exhibit A, consisting of one page; and our original contract, consisting of six pages, represent the entire Supplemental Agreement between Neel-Schaffer, Inc. and the City of Starkville. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute and return a copy to us. We appreciate the opportunity to provide these services to you!

Sincerely,

NEEL-SCHAFFER, INC.

Kevin Stafford, P.E.
Vice President

Attachments

ACCEPTED: CITY OF STARKVILLE

BY: ______________________________

DATE: ______________________________

EXHIBIT A

SCOPE OF SERVICES

TRAVIS OUTLAW CENTER SIDEWALK CONNECTOR & LYNN LANE OVERFLOW ACCESS DRIVEWAY - ADDITIONAL DESIGN SERVICES

During original contract design, the Owner requested additional improvements to the original parking lot design by extending sidewalk to the Travis Outlaw Center and providing a secondary overflow driveway to connect this lot to Lynn Lane. Neel-Schaffer agreed to add these features, and due to budget restraints, the Owner asked that these additional features be added to the construction documents as additive alternates. Neel-Schaffer also advised the Owner (verbally and via email) of the fee necessary to design the added scope, and this agreement memorializes that agreement.

This added scope included:

1. Owner site meeting in order to define, review, and confirm sidewalk and driveway scope.
2. In consultation with the Owner, provide concept to address sidewalk and driveway connections.
3. Create plans, details, specifications, and contract documentation necessary to obtain competitive public bids for the additions, shown as additive alternate 1 and 2 on the next 2 pages. Design scope includes grading, drainage, paving, striping, sidewalk, signage, lighting, erosion control and landscaping plans. All work shall be confined to within the existing public land.
4. Plans shall utilize existing survey conditions to detail the scope of each improvement. Plans shall also define grading, drainage, and erosion control details for site stability after construction.
5. Specifications shall include front end documents for bidding and general conditions of the work, and technical specifications shall be provided to control the execution of all required scopes.
6. The City of Starkville shall provide a geotechnical report that details the new roadway pavement structure.

This scope does not anticipate needing and/or does not include:

1. Bidding or Bid Evaluation Services
2. Environmental or ROW permitting (predeveloped/disturbed)
3. Easement or ROW acquisition (public land)
4. General construction administration services
5. Full-Time Resident inspection during construction
6. Final as-builts
7. Weekly or monthly construction meetings
8. Construction layout or testing
9. Geotechnical Investigation (provided by the Owner)
10. Boundary or Topographic Survey (already performed)
11. Phase 2 planning or design services

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

October 26, 2020

City of Starkville
ATTN: Edward Kemp, P.E.
110 West Main Street
Starkville, MS 39759

REFERENCE: **ENGINEERING DESIGN SERVICES – STARKVILLE SPORTSPLEX PHASE 1- PARKING LOT EXPANSION**

Dear Mr. Kemp:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services for the above referenced project. A detailed Scope of Services is attached as Exhibit A. All services will be performed in accordance with the General Terms and Conditions in Exhibit B, which is attached hereto and made a part of this Letter Agreement.

Neel-Schaffer proposes to provide the following services for these hourly, not-to-exceed fees:

- Design — $33,600.00
- Bidding — Hourly, As-Needed
- Construction Administration — Hourly, As-Needed

NSI's hourly rates shall be based on a raw wage labor mark-up (LMU) of 2.8. If additional services are requested, the additional work can be billed on an hourly basis using this LMU. We will bill you monthly as work is completed.

This letter agreement consisting of one page; Exhibit A, consisting of two pages; and Exhibit B, consisting of three pages, represent the entire agreement between the City of Starkville and Neel-Schaffer, Inc. This Letter Agreement and said exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.

Kevin Stafford, P.E.
Vice President

Attachments

ACCEPTED: CITY OF STARKVILLE

SIGNATURE: ______________ **DATE:** 11-4-2020

P.O. Box 2100/39704-2100, 2310 Martin Luther King Jr. Drive/39705 • Columbus, MS • 662.328.4460 • Fax 662.328.8552
www.neel-schaffer.com

EXHIBIT A

SCOPE OF SERVICES

PARKING LOT AND SIDEWALK ADDITION DESIGN

1. Up to 3 owner and/or site meetings in order to define, review, and confirm parking lot addition scope.
2. In consultation with the Owner, provide up to 3 site concepts to address parking lot size, access desires, and sidewalk flow/connectivity.
3. All work shall be planned in coordination with the Starkville Sportsplex Masterplan ("Phase 2"), conceptualized by Dalhoff-Thomas Design Group (DTD). Construction phasing and coordination shall be considered as part of this planning and design process.
4. Create plans, details, specifications, and contract documentation necessary to obtain competitive public bids for the parking lot addition (shown below), including grading, drainage, paving, striping, sidewalk, signage, lighting, and landscaping plans. All work shall be confined to within the existing public land.

5. Plans shall utilize existing survey conditions to detail the scope of each improvement. Plans shall also define grading, drainage, and erosion control details for site stability after construction.
6. Specifications shall include front end documents for bidding and general conditions of the work, and technical specifications shall be provided to control the execution of all required scopes.
7. The City of Starkville shall provide a geotechnical report that details the new roadway pavement structure.

ADVERTISEMENT / BIDDING / PRE-BID / CONTRACTING

The City of Starkville shall:

1. Advertise and distribute construction documentation in order to obtain competitive public bids in accordance to the State of Mississippi public procurement laws.
2. Host a prebid conference (if necessary) in order to detail the scope of the bid to all prospective contractors.
3. Host a bid opening at a City of Starkville dedicated location.
4. Provide a certified review of all bids received and make a judgment to the adequacy of the lowest responsive bidder.
5. Provide and review contract documents for contractor engagement.

If necessary, Neel-Schaffer shall be available to assist on all the above-mentioned scopes of this section, and compensation shall be hourly, as-needed, as requested by the City.

CONSTRUCTION ADMINISTRATION & INSPECTION

The City of Starkville shall:

1. Host a preconstruction conference in order to define the ground rules of construction.
2. Review and process submittals as required for construction.
3. Review and process monthly pay applications from the contractor during construction.
4. Provide final closeout documents for completion.
5. Provide construction oversight to assure the improvement scope is achieved.

If necessary, Neel-Schaffer shall be available to assist on all the above-mentioned scopes of this section, and compensation shall be hourly, as-needed, as requested by the City.

This scope does not anticipate needing and/or does not include:

1. Environmental or ROW permitting (predeveloped/disturbed)
2. Easement or ROW acquisition (public land)
3. Full-Time Resident inspection during construction
4. Final as-builts
5. Weekly or monthly construction meetings
6. Construction layout or testing
7. Geotechnical Investigation (provided by the Owner)
8. Boundary or Topographic Survey (already performed)
9. Phase 2 planning or design services

<u>EXHIBIT B</u>
NEEL-SCHAFFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. .

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

   The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.

6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.

7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.

9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.

10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.

11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

12. **Indemnification.** NA

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:
(a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
(b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
(c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
(d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

17. **Risk Allocation.** N/A

18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension.. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.

23. **Dispute Resolution.** NA

24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto,. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.

30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.

31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

AGENDA ITEM DEPT.: Engineering

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 02.15.2022**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of approval of the revised BUILD Grant agreement and authorization for the Mayor to execute the final version after approval from FHWA and MDOT.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Board of Aldermen

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

A final draft of the revised BUILD Grant agreement is attached. This document outlines the responsibilities, timelines, funding and the procedural requirements set by FHWA. The review and approval process has taken approximately 4-5 months so some of the costs and estimates are outdated but it included the most up to date information at the time of initial draft.

The primary changes from the original grant agreement and this version include:

- Incorporation of a 1 year time extension from FHWA and revised project timeline to reflect that
- Updated cost estimate based on pricing from Summer/Fall 2021
- Incorporation of Option Phase 1: Off-corridor electric utility relocation project

Approval of this document is necessary to proceed with the project and be given authorization to advertise for the off-corridor electric project.

SUGGESTED MOTION: Move for approval of the revised BUILD Grant agreement and authorization for the Mayor to execute the final version after approval from FHWA and MDOT.

U.S. DEPARTMENT OF TRANSPORTATION

FIRST AMENDED AND RESTATED GRANT AGREEMENT UNDER THE FISCAL YEAR 2019 BUILD TRANSPORTATION GRANTS PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**"), and the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (the "**Recipient**"), and the City of Starkville, Mississippi (the "**First-Tier Subrecipient**").

This agreement reflects the selection of the First-Tier Subrecipient to receive a BUILD Grant for the MS 182 / MLK Corridor Revitalization Project.

The parties want the First-Tier Subrecipient to carry out the project with the Recipient's assistance and oversight.

The USDOT, Recipient, and First-Tier Subrecipient executed a grant agreement on January 14, 2021 (the "Original Grant Agreement"). The parties want to replace that grant agreement with an amended and restated grant agreement.

The parties therefore amend and restate the grant agreement to read in its entirety as follows:

Article 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under The Fiscal Year 2019 BUILD Transportation Grants Program: FHWA Projects dated October 12, 2021 which is available at http://go.usa.gov/xMsXR. Articles 8 – 24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2
APPLICATION, PROJECT, AND AWARD

2.1 Application. The application for funding was dated July 12, 2019 and titled "MS 182 / MLK Corridor Revitalization Project." It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

2.2 Project. In this agreement, the "**Project**" means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.

2.3 Federal Award and Federal Obligation.

(a) As described in attachment A, this project consists of a Base Phase for Preliminary Engineering and an Option Phase 1 for construction of the MS 182 / MLK Corridor Revitalization Project.

(b) The USDOT hereby awards a BUILD Grant to the Recipient in the amount of $12,655,840 for the base phase and all option phases.

(c) This agreement obligates the base phase amount of $1,259,110 for the budget period for eligible costs in the base phase.

(d) This obligates the Option Phase 1 – Electrical Constuction amount of $1,440,000 for the budget period for eligible costs in the Option Phase 1.

(e) This agreement does not obligate funds for Option Phase 2 – Roadway Construction. The parties may, by amendment under article 21, obligate the Option Phase 2 amount of $9,956,730 for eligible costs if FHWA Mississippi Division Office approves the PS&E for work to be performed on Option Phase 2 and the recipient has met all the applicable Federal, State, and local requirements. Further, the approval for the Option Phase 2 is subject to the availability of funds.

2.4 Award Dates.

Budget Period End Date:	March 31, 2026

2.5 Urban or Rural Designation. The USDOT hereby designates this to be an award to a project in a rural area.

2.6 Federal Award Identification Number. The Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS

Article 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work. (See Attachment A for additional details).

The project will revitalize MS Highway 182/MLK Drive by adding ADA-compliant sidewalks, bike lanes, pedestrian lighting, high-speed broadband access, and green infrastructure to mitigate flooding and revitalize brownfields.

3.2 Project's Estimated Schedule.

Milestone	**Schedule Date**
Base Phase: Preliminary Engineering	
Actual Preliminary Engineering Start Date:	4/16/2020
Actual NEPA Completion Date:	3/31/2021
Option Phase 1: Electrical Utility Relocation Construction Project	
Planned Electrical Utility Relocation Construction Project Agreement & Plans Approval Date /Authorization Approval Date:	1/4/2022
Planned Electrical Utility Relocation Construction Project Start Date:	4/1/2022
Planned Electrical Utility Relocation Construction Project Completion Date:	12/31/2023
Option Phase 2: Roadway Construction Project	
Planned Roadway Construction Project Plan, Specification, & Estimate (PS&E) Assembly Approval Date / Construction Authorization Approval Date:	3/1/2022
Planned Roadway Construction Project Start Date:	6/1/2022
Planned Construction Substantial Completion Date (ALL COMPONENTS	12/31/2024

3.3 Project's Estimated Budget. (See Attachment B for additional details).

Eligible Project Costs	
BUILD Grant Amount:	$12,655,840

Other Federal Funds:	$0
State Funds:	$0
Local Funds:[1]	$6,062,848
Other Funds:	$0
Total Eligible Project Cost:	$18,718,688

Article 4
CRITICAL MILESTONE DEADLINES

4.1 Critical Milestone Deadlines.

Milestone	Deadline Date
Recipient converts the FY 2019 BUILD funds as set forth in section 7.4	30 business days after the date of this agreement.
USDOT receives first reimbursement request	February 2, 2021
Construction substantially completed, and project opens to traffic	December 31, 2024

Article 5
PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Dun and Bradstreet Data Universal Numbering System No. (the "DUNS No.") of Mississippi Department of Transportation: 809394067 and DUNS No. of City of Starkville, Mississippi: 095707444

5.2 Recipient Contact(s).

Edward Kemp, P.E., P.S
110 West Main Street
Starkville, MS 39759
City Engineer
e.kemp@cityofstarkville.org
662-323-2525 – Office

[1] City of Starkville, Mississippi Tax Revenue

662-418-5151 – Cell Phone

5.3 Recipient Key Personnel.

Lee Frederick, P.E.
State LPA Engineer
Mississippi Department of Transportation
Office: 601-359-7031
lfrederick@mdot.ms.gov

5.4 USDOT Project Contact(s).

Jeffrey A. Schmidt, P.E.
Deputy Division Administrator
FHWA – Mississippi Division
100 W. Capitol Street Suite 1062
Jackson, MS
601-965-7349
jeffrey.schmidt@dot.gov

Article 6
USDOT ADMINISTRATIVE INFORMATION

6.1 Payment System.

USDOT Payment System: FMIS

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

Article 7
SPECIAL GRANT TERMS

7.1 Subaward to First-Tier Subrecipient.

(a) The Recipient hereby awards a subaward to the First-Tier Subrecipient for the purpose described in section 8.1.

(b) The Recipient and the First-Tier Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the First-Tier Subrecipient.

(c) For the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

7.2 First-Tier Subrecipient Statements and Responsibilities.

(a) The First-Tier Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 10.1 and 10.2.

(b) The First-Tier Subrecipient assumes the Recipient's reporting obligations under articles 14 and 15.

7.3 State Oversight Responsibilities. For the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

7.4 **Advance Construction (23 U.S.C. 115).** Within 30 business days after the date of final execution of this Agreement, the Recipient and State Department of Transportation must request the FHWA State Division Office to convert the FY 2019 BUILD funds authorized to proceed under the Advance Construction provisions of 23 U.S.C. § 115 for the Base Phase activities in the amount of $1,500,000. The Division Office will then obligate the FY 2019 BUILD funds per a modified project agreement**.**

ATTACHMENT A
STATEMENT OF WORK

The project will revitalize MS Highway 182/MLK Drive by adding ADA-compliant sidewalks, bike lanes, pedestrian lighting, streetscaping high-speed broadband access, and green infrastructure to improve safety (flood mitigation) and water quality and revitalize brownfields within the area. These activities are within the 1.4-mile segment of MS Highway 182/ Dr. Martin Luther King (MLK) Drive between North Long Street and Old West Point Road in Starkville, Mississippi.

Major Project Activities:

Base Phase: Preliminary Engineering

- Preliminary Engineering – Design
- NEPA Completion
- Final Engineering Design

Option Phase 1 – Electrical Utility Relocation Construction Project

- Final Utility Agreement and Plans Approval
- Utility Relocation Construction along nearby roadway corridors
- Construction Engineering for Utility Relocation Construction

Option Phase 2: Roadway Construction Project

- Plan, Specification & Estimate (PS&E)
- Construction
    - Traffic Control
    - Utilities
    - Mobilization
    - Demolition / Grading
    - Overlay / Reconstruction
    - Landscaping
    - Construction engineering and Inspection

ATTACHMENT B
ESTIMATED PROJECT BUDGET

1. Supplementary Fund Source Table(s)

Base Phase (PE) Project Costs	
BUILD Funds:	$1,259,110
Local Funds2:	$314,778
Total:	$1,573,888

Option Phase 1 (Electrical Utility Relocation Construction) Eligible Costs	
BUILD Funds:	$1,440,000
Other Federal Funds:	$0
State Funds:	$0
Local Funds[3]:	$360,000
Other Funds:	$0
Total Eligible Project Cost:	$1,800,000

Option Phase 2 (Roadway Construction) Eligible Costs	
BUILD Funds:	$9,956,730
Other Federal Funds:	$0
State Funds:	$0
Local Funds[4]:	$5,388,070
Other Funds:	$0
Total Eligible Project Cost:	$15,344,800

[2] City of Starkville, Mississippi Tax Revenue
[3] City of Starkville, Mississippi Tax Revenue
[4] City of Starkville, Mississippi Tax Revenue

2. Cost Classification Table

Cost Classification	Total Costs	Non-BUILD Previously Incurred Cost	Eligible Costs
Preliminary Engineering fees (Preliminary Design, NEPA and Final Design	$1,573,888	$0	**$1,573,888**
Electrical Utility Relocation Construction Project	$1,600,000	$0	**$1,600,000**
Contingencies for Electrical Utility Relocation Construction Project	$150,000	$0	**$150,000**
Construction Engineering for Electrical Utility Relocation Construction Project	$50,000	$0	**$50,000**
Roadway Construction Project	$13,464,800	$0	**$13,464,800**
Roadway Construction Project Contingencies	$660,000	$0	**$660,000**
Construction Engineering for Roadway Construction Project	$1,220,000	$0	**$1,220,000**
Project Total	**$18,718,688**	**$0**	**$18,718,688**

ATTACHMENT C
PERFORMANCE MEASUREMENT TABLE

Study Area: The area to be studied includes MS 182/MLK Drive, between Long Street and Old West Point Road.

Pre-project Measurement Date: March 1, 2022

Pre-project Report Date: June 1, 2022

Project Outcomes Report Date: December 31, 2028

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Average Daily Traffic (ADT)	Economic Competitiveness The total volume of vehicle traffic on a highway or road segment per day as defined by the project study area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of December 31, 2025 December 31, 2026 December 31, 2027	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning February 31, 2026 February 31, 2027 February 31, 2028
Bike and Pedestrian Counts/Trips	Economic Competitiveness Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of December 31, 2025	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning February 31, 2026

Measure	Description and Category of Measure	Measurement Period	Reporting Period
	study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.	December 31, 2026 December 31, 2027	February 31, 2027 February 31, 2028

ATTACHMENT D
MATERIAL CHANGES FROM ORIGINAL GRANT AGREEMENT

The Recipient requests to increase the total cost of the project from $15,819,800 to $18,718,688. The Recipient also requests to separate the project into two Option Phases to help better facilitate the project; by separating the Construction into two phases, it allows the Recipient to begin the Electrical Utility Relocation component, prior to starting the roadway construction. Due to long lead times with obtaining the electrical equipment, the Recipient needs to separate the phases and allow adequate time for the Electrical Utility relocation work, prior to beginning roadway construction. A new option, Option Phase 1, has been added to obligate BUILD funds for the Electrical Utility Relocation Construction Project. BUILD funds for the Roadway Construction Project will be obligated pursuant to the new Option Phase 2.

Scope: No Changes.

Schedule: The schedule has changed since the Original Grant Agreement to address changes in the construction schedule. Due to the extra time needed to facilitate the approval of the design variance, this caused revisions to the project design and ultimately to the overall project schedule. Therefore, the PS&E Approval Date, Planned Construction Date, and Planned Construction Substantial Completion Date have all been adjusted. The schedule also now accounts for two Option Phases: Option Phase 1: Electrical Utility Relocation Construction and Option Phase 2: Roadway Construction.

The table below provides a summary of schedule changes:

Activity	Original Grant Agreement Schedule Date	New Schedule Date
Planned Electrical Utility Relocation Construction Project Agreement & Plans Approval Date /Authorization Approval Date (new Option Phase 1)	N/A	1/4/2022
Planned Electrical Utility Relocation Construction Project Start Date (new Option Phase 1)	N/A	4/1/2022
Planned Electrical Utility Relocation Construction Project Completion Date (new Option Phase 1)	N/A	12/31/2023
Planned Roadway Construction PS&E Approval (Option Phase 2 formerly Option Phase 1)	8/31/2021	3/1/2022
Planned Construction Start Date (Option Phase 2 formerly Option Phase 1)	11/30/2021	6/1/2022
Planned Construction Substantial (All Components) Completion Date	12/31/2023	12/31/2024

Budget: The overall budget has changed since the Original Grant Agreement, primarily due to increases in the costs of Construction. The construction cost increased because of general price increases with utilities relocation and other construction items. Since the Original Grant

Agreement, the overall project total cost has increased from 15,819,800 to $18,718,688; specifically, construction costs have increased by $2,898,888. The table below provides a summary of the budget changes:

MATERIAL CHANGES FROM APPLICATION

Scope: No Changes

Schedule: The schedule has changed since the project was selected to receive an award to address the critical dates needed to meet terms of the BUILD Grant. Specifically, the project schedule has been accelerated to meet the BUILD FY 2019 obligation deadline. The original PS&E Approval date was scheduled for March 2023; however, that would have been in direct conflict of the BUILD Grant funding obligation deadline of September 30, 2021. Therefore, the PS&E date was revised from March 1, 2023 to August 31, 2021 to meet this critical deadline. Also, due to the modification of the PS&E Approval Date, it also accelerated the Planned Construction Start Date from June 1, 2023 to November 30, 2021 and the Planned Construction Substantial Completion Date changed from October 1, 2025 to December 31, 2023.

The table below provides a summary of schedule changes:

Activity	**Original Schedule Date**	**New Schedule Date**
Planned PS&E Approval (Option Phase 1)	3/1/2023	8/31/2021
Planned Construction Start Date (Option Phase 1)	6/1/2023	11/30/2021
Planned Construction Substantial Completion Date	10/1/2025	12/31/2023

Budget: The overall budget did increase from the application due to slight increases in cost to Preliminary Engineer (PE) in the Base Phase. The Preliminary Engineering cost increased from an expected $1,800,000 to $1,875,000, due to additional environmental studies needed for the project. The increase in Preliminary Engineering was offset by a decrease in Construction costs, from, $14,018,724 to $13,944,800; therefore, the overall project cost increase is $1,076.

The table below provides a summary comparison of the project budget changes:

	Application		**Section 3.3 and Attachment B**	
Fund Source	$	%	$	%
Total Project Cost	**$15,818,724.49**	**100%**	**$15,819,800**	**100%**
BUILD Funds	$12,654,979.59	80%	$12,655,840	80%
Non-Federal Funds	$3,163,744.90	20%	$3,163,960	20%
Total Eligible Project Cost	**$15,818,724.49**		**$15,819,800**	
BUILD Funds	$12,654,979.59	80%	$12,655,840	80%
Other Federal Funds				
Non-Federal Funds	$3,163,979.90	20%	$3,163,960	20%

ATTACHMENT E
APPROVED PRE-AWARD COSTS

On February 24, 2020, the City of Starkville, with concurrence from the Mississippi Department of Transportation, sent a written request to the FHWA Mississippi Division for advance construction (23 U.S.C. 115) authorization for Preliminary Engineering. The advance construction request would allow the recipient to begin Preliminary Engineering and the Environmental document; they requested advance construction for $1,500,000 in BUILD Grant funds.

OST approved the City of Starkville's request to allow pre-award costs on April 16, 2020. The Division authorized advance construction on April 16, 2020.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Mississippi Transportation Commission by and through the duly authorized Executive Director of the Mississippi Department of Transportation

______________________	By:	______________________
Date		Signature of Recipient's Authorized Representative

Brad White
Executive Director – Mississippi Department of Transportation

Book___ Page___

FIRST-TIER SUBRECIPIENT SIGNATURE PAGE

The First-Tier Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

City of Starkville

______________________	By:	______________________
Date		Signature of First-Tier Subrecipient's Authorized Representative

Ms. Lynn Spruill
Mayor
City of Starkville, Mississippi

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

United States Department of Transportation

By:

Date

Signature of Recipient's Authorized Representative

Donald (Don) E. Davis
Division Administrator
FHWA - Mississippi

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 02.15.2022**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of approving an Engineering Services agreement with Atwell and Gent to provide design, bidding, and construction services for the replacement of three traffic signals on Louisville Street as part of the Capital Improvement Plan.

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 Capital improvement plan included replacement of three signals on Louisville Street to mast arms, upgraded detection and enhanced pedestrian signals. These intersections include:

- Louisville and Yellowjacket
- Louisville and Lynn
- Louisville and Academy

We are working on a project schedule which will outline the proposed commencement of construction and estimated completion. A copy of that schedule will be provided to the Mayor and Board upon final completion.

Atwell and Gent has provided these services for most signal upgrades in the City of Starkville and is familiar with the preferred equipment and setups.

SUGGESTED MOTION: Move for approval of an Engineering Services agreement with Atwell and Gent to provide design, bidding, and construction services for the replacement of three traffic signals on Louisville Street as part of the Capital Improvement Plan.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **CITY OF STARKVILLE,** Starkville, Mississippi, hereinafter designated as the OWNER, and **ATWELL & GENT, P.A.**, Starkville, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates replacements and improvements to existing traffic signalization at three locations: the intersection of Louisville Street and Yellow Jacket Drive, the intersection of Louisville Street and Lynn Lane, and the intersection of Louisville Street and Academy Drive, collectively hereinafter designated as the "FACILITIES", in Oktibbeha County in the State of Mississippi, and

WHEREAS: The OWNER requires the ENGINEER to provide engineering services associated required to construct replacements and improvements to the FACILITIES, and

WHEREAS: Certain engineering services are required in the investigation, planning and execution of said replacements and improvements to the FACILITIES, and

WHEREAS: The OWNER does hereby employ the ENGINEER to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the engineering and consulting services described as follows:

ITEM ONE: DESIGN PHASE

Prepare bidding documents for the purpose of taking bids for traffic signal poles, mast arms and appurtenances. These items shall be purchased by the OWNER for construction of FACILITIES.

Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of replacements and improvements to the FACILITIES.

The ENGINEER shall prepare and furnish to the OWNER cost estimates of all work included in the OWNER's completed plans, specifications, and contract documents.

ITEM TWO: BID PHASE

The ENGINEER shall furnish copies of plans and specifications for OWNER-Furnished equipment and materials to prospective bidders as required. Equipment specifications shall be provided to prospective bidders electronically via email. The ENGINEER shall evaluate the bids received for equipment and materials and shall make recommendations as to the best bid for the Project.

The ENGINEER will provide the OWNER one (1) set of reproducible plans and specifications for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of replacements and improvements to the FACILITIES.

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the bid phase.

ITEM THREE: CONSTRUCTION PHASE

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the construction period and shall:

1. Provide detailed foundation designs based on steel design and foundation reactions submitted by the manufacturer of OWNER-Furnished traffic signal poles and mast arms.
2. Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other items for compliance with the information given on Plans and Specifications prepared by ENGINEER.
3. Make periodic inspections of all work by the contractor and make reports to the OWNER of the ENGINEER's findings.
4. Based upon his review of the CONTRACTOR's applications for payment and supporting data, determine the amounts owing to the CONTRACTOR and approve in writing payment to the CONTRACTOR in such amounts.
5. Be available to the OWNER for interpretation of Plans and Specifications prepared by the ENGINEER, and recommend construction Change Orders as they are required for the proper execution of the Work.
6. Conduct, in company with the OWNER, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve, in writing, final payment to the CONTRACTOR.
7. Upon completion of all construction included in this contract, the ENGINEER shall furnish to the OWNER a set of record drawings covering the work installed.
8. The ENGINEER shall not be responsible for the methods and means employed by the CONTRACTOR in the performance of the construction work. Further, the ENGINEER shall not be responsible for the safety of the workmen and others who might be injured during the course of the construction work by the CONTRACTOR, or for property that may be damaged.

ITEM FOUR: ADDITIONAL SERVICES

When authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others additional services not otherwise specifically provided for in ITEMS ONE, TWO and

THREE of SERVICES. These services shall include but not be limited to the following:

1. Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.
2. Prepare revisions of design documents, plans, or specifications that have been previously approved by the OWNER.
3. Prepare for and give testimony as an expert witness or make any other appearance on behalf of the OWNER before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.
4. Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, or the OWNER's default due to delinquency or insolvency.

ARTICLE 2 OWNER'S RESPONSIBILITY

THE OWNER agrees, in consideration of the services to be performed by the ENGINEER, as hereinbefore set out to:

1. Furnish to the ENGINEER copies of all records, reports, design plans, and other information in its possession that may be required by the ENGINEER in the investigations and designs hereinbefore described.

ARTICLE 3 PAYMENTS

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEER's SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: DESIGN PHASE

The sum of TWENTY EIGHT THOUSAND DOLLARS ($28,000.00).

The fee shall be due and payable upon delivery to the OWNER of all Contract Documents necessary for taking bids for construction of FACILITIES.

ITEM TWO: BID PHASE

The sum of TWO THOUSAND DOLLARS ($2,000.00).

The fee shall be payable upon delivery to the OWNER of a tabulation of the bids received for construction of FACILITIES.

ITEM THREE: CONSTRUCTION PHASE

The sum of TEN THOUSAND DOLLARS ($10,000.00).

The fee shall be payable from time to time as construction progresses and in direct proportion to the percentage of the work completed by the contractor. No more than 95% of the fee will be payable to the ENGINEER until all closeout documents have been delivered to the OWNER and a Certificate of Final Acceptance has been issued by the OWNER.

ITEM FOUR: ADDITIONAL SERVICES

The OWNER shall reimburse the ENGINEER on an hourly basis for each hour that any employee of the ENGINEER for hours spent on Additional Services as defined in ARTICLE 1 of this Contract, plus travel and out-of-pocket expenses as defined below:

1.0 Hourly Rates

Firm Principal	$150.00
Sr. Engineer	$140.00
Engineer I	$120.00
Engineer II	$105.00
Engineering Technician	$100.00
CAD Technician	$75.00
Senior Engineering Intern	$50.00
Junior Engineering Intern	$35.00

2.0 Subcontract Work

Subcontract costs for work performed by another firm if required, will be billed at cost.

3.0 Billing

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The ENGINEER will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 4 CONSTRUCTION BUDGET

OWNER's construction budget for this project is $650,000.00.

ARTICLE 5 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 6 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 7 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 8 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the ENGINEER any supervisory responsibility for the installation and implementation of any facilities to be constructed and services therein. Any work done regarding construction of facilities and services therein, whether by OWNER or by independent contractors, is not under the authority or the supervision of the ENGINEER, its officers and/or agents. The ENGINEER's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 9 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 10 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 11 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

ARTICLE 12 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 13 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 14   FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 15   NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 4 - GENERAL CONSIDERATIONS

The ENGINEER's estimate of costs is the opinion of the ENGINEER of the probable construction cost on the date the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the OWNER.

The ENGINEER shall carry Professional Liability Insurance with limits of liability of $2,000,000.00 for the duration of this Agreement. ENGINEER shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. ENGINEER shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The ENGINEER will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction contractors or materialmen.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

The Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

If the project is suspended for more than six months or abandoned in whole or in part, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 3, PAYMENTS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this **28th day of January, 2022**.

OWNER

WITNESS **CITY OF STARKVILLE**

______________________________ By: ____________________________________

Title: ___________________________________

ENGINEER

WITNESS: **ATWELL AND GENT, P.A.**

______________________________ By: ____________________________________

Title: ___________________________________

AGENDA ITEM DEPT.: Finance
AGENDA DATE 02/15/2022
PAGE: 1 of several

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: **FY 2021 – 2022 Budget**

FISCAL NOTE: Total Claims for the **FY 22** Claims Docket Ending February 15, 2022 is $1,436,694.05
Of which the claims amount for Starkville Utilities is $294,822.02

REQUESTING DEPARTMENT: Finance and Administration

DIRECTOR'S AUTHORIZATION: Lesa Hardin

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

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

City of Starkville, MS

Payable Change Register

Change Details

APPKT05139 - CORRECT DESCRIPTION ITEM

Payable	Payable Description	Vendor	Bank Code	Payable Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Total Payable
817	SERVICE FIRE TRUCKS LADDER 1 EN	09725 - THE CIT GROUP/COMMERC	APBNK	1/21/2022	2/15/2022	1/21/2022	2,214.00	0.00	0.00	0.00	2,214.00

Change Description: CHANGE ACCOUNT NUMBER **Changed By:** Cindy Perkins **Cancel Payable:** **Change Date:** 2/7/2022

Change Reason: CHANGE ACCOUNT NUMBER

Payable	Payable Description	Vendor	Bank Code	Payable Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Total Payable
INV0034501	SERVICES RENDERED JAN 2022	005398 - MITCHELL, MCNUTT, & SA	APBNK	2/7/2022	2/15/2022	2/7/2022	10,617.10	0.00	0.00	0.00	10,617.10

Change Description: CORRECT DESCRIPTION **Changed By:** Cindy Perkins **Cancel Payable:** **Change Date:** 2/9/2022

Change Reason: CORRECT DESCRIPTION

Payable Changes

What Changed	Changed From	Changed To
Description	SERVICES RENDERED JAN 2022 (RUNWAY)	SERVICES RENDERED JAN 2022

Expense Approval Report
By Fund

City of Starkville, MS

Post Dates 2/4/2022 - 2/10/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CADENCE /ELAN VISA	56343910	01/31/2022	INDEED JAN 2022	001-000-053-202	132.29
CADENCE /ELAN VISA	56343910	01/31/2022	INDEED JAN 2022	001-000-054-205	132.30
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-000-053-206	1,376.80
DOROTHY ROBINSON	INV0034449	02/04/2022	RESTITUTION FROM PETERSON/BROOKS	001-000-149-691	25.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	INV0034501	02/07/2022	SERVICES RENDERED JAN 2022 (RUNWAY)	001-000-054-205	960.00
				Outstanding Total:	**2,626.39**
Paid					
SOUTHWIRE	INV0034454	02/04/2022	DUPLICATED PAYMENT ON PRIVILEGE LICENSE RENEWAL	001-000-354-615	80.00
				Paid Total:	**80.00**
				Department 000 - UNDESIGNATED Total:	**2,706.39**
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
HENRY VAUGHN, Sr.	INV0034460	02/01/2022	MML MIDWINTER CONFERENCE	001-100-610-350	190.48
				Outstanding Total:	**190.48**
				Department 100 - BOARD OF ALDERMEN Total:	**190.48**
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0034458	01/31/2022	01.31.22-02.28.22 8282411010508324	001-110-604-330	28.12
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-166	524.00
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-376	64.25
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-377	150.00
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-378	140.00
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-382	9,998.00
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-385	1,241.25
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-387	2,193.25
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-393	75.00
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-395	27.00
STATE TREASURER	INV0034506	01/31/2022	JANUARY 2022	001-110-330-398	4,179.00
MS DEPT OF PUBLIC SAFETY	INV0034507	01/31/2022	JANUARY 2022	001-110-330-396	250.00
MS DEPT OF PUBLIC SAFETY	INV0034507	01/31/2022	JANUARY 2022	001-110-330-397	409.00
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-110-620-370	151.68
				Outstanding Total:	**19,430.55**
				Department 110 - MUNICIPAL COURT Total:	**19,430.55**
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	001-111-604-330	150.96
				Outstanding Total:	**150.96**
				Department 111 - YOUTH COURT Total:	**150.96**
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON SOLUTIONS AMERICA	4038594983	01/19/2022	MAINTENANCE	001-120-604-330	52.04

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	001-120-604-330	92.91
MS MUNICIPAL LEAGUE	33976	01/31/2022	ANNUAL YOUTH SUMMIT	001-120-600-340	500.00
MAXXSOUTH BROADBAND	INV0034458	01/31/2022	01.31.22-02.28.22 8282411010508324	001-120-604-330	28.12
PETTY CASH VOUCHERS	INV0034466	01/31/2022	ALDERMAN DRINKS	001-120-503-202	4.63
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSMS-0222	02/01/2022	SERVIVES RENDERED IN JANUARY 2022	001-120-600-300	4,166.66
CAMINO TECHNOLOGIES INC	1140	02/02/2022	CAMINO GUIDE	001-120-600-300	4,999.00
				Outstanding Total:	**9,843.36**
				Department 120 - MAYORS OFFICE Total:	**9,843.36**
Department: 123 - IT					
Outstanding					
GOVERNMENT LEASING COMPANY, LLC	GLC23104-31/60	01/27/2022	ANNUAL MAINTENANCE & SUPPORT	001-123-918-806	1,153.00
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	001-123-604-330	92.91
MAXXSOUTH BROADBAND	INV0034458	01/31/2022	01.31.22-02.28.22 8282411010508324	001-123-604-330	28.12
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-123-620-370	150.00
BLUIP, INC.	141459	02/01/2022	FEB 2022	001-123-604-330	1,516.13
MAXXSOUTH BROADBAND	INV0034459	02/03/2022	02.3.22-03.2.22 8282411010589548	001-123-604-330	680.00
CADENCE /ELAN VISA	INV0034498	02/08/2022	GATECOM	001-123-600-300	19.95
GOVERNMENT LEASING COMPANY, LLC	INV0034499	02/08/2022	10 ACTIVE SOLUTIONS SAFECITY CAMERAS	001-123-918-806	1,153.00
GOVERNMENT LEASING, LLC	INV0034500	02/08/2022	5 LEASE ACTIVE SOLUTIONS SAFECITY CAMERAS	001-123-918-806	667.00
				Outstanding Total:	**5,460.11**
				Department 123 - IT Total:	**5,460.11**
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
SULLIVAN'S OFFICE SUPPLY, INC.	70399	01/27/2022	NAME PLATE S WEBB CORBA	001-145-501-200	36.95
SULLIVAN'S OFFICE SUPPLY, INC.	70400	01/27/2022	NAME PLATE LISA LEMASTERS	001-145-501-200	16.96
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	001-145-604-330	46.46
MAXXSOUTH BROADBAND	INV0034458	01/31/2022	01.31.22-02.28.22 8282411010508324	001-145-604-330	28.12
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0034464	01/31/2022	CMCPROGRAM LISA LEMASTERS	001-145-610-350	200.00
PETTY CASH VOUCHERS	INV0034484	02/07/2022	SUPPLIES	001-145-501-200	27.55
				Outstanding Total:	**356.04**
				Department 145 - OTHER ADMINISTRATIVE Total:	**356.04**
Department: 169 - LEGAL					
Outstanding					
ROB ROBERSON	INV0034469	11/10/2021	COURT APPOINTED COUNSEL	001-169-600-309	200.00
ROB ROBERSON	INV0034470	11/10/2021	COURT APPOINTED COUNSEL CHARLES FERGUSON	001-169-600-309	200.00
STARKVILLE DAILY NEWS	300227009	01/25/2022	S MONTGOMERY TRAFFIC	001-169-615-342	209.94
THE UNIVERSITY OF MISSISSIPPI	INV0034504	01/31/2022	SPRING CONFERENCE LISA LEMASTERS	001-169-600-309	175.00
STARKVILLE DAILY NEWS	300227802	02/04/2022	VA 22-02 107 KERKLING	001-169-615-342	26.40
OKTIBBEHA COUNTY CIRCUIT CLERK	INV0034478	02/07/2022	OKHUYSEN VS CITY	001-169-600-309	934.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	INV0034501	02/07/2022	SERVICES RENDERED JAN 2022 (RUNWAY)	001-169-600-302	8,611.10

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	INV0034502	02/07/2022	LITIGATION JAN 31 2022	001-169-600-312	1,328.00
				Outstanding Total:	**11,684.44**
				Department 169 - LEGAL Total:	**11,684.44**
Department: 180 - HUMAN RESOURCES					
Outstanding					
FEDEX	INV0034479	12/01/2021	1513-58-1 UKG PAYROLL	001-180-691-505	1.98
FEDEX	INV0034479	12/01/2021	1513-58-1 UKG PAYROLL	001-180-691-505	24.50
FEDEX	INV0034479	12/01/2021	1513-58-1 UKG PAYROLL	001-180-691-505	24.50
FEDEX	7-641-74583	01/26/2022	UKG/PAYROLL	001-180-691-550	29.69
FEDEX	7-641-74583	01/26/2022	UKG/PAYROLL	001-180-691-550	29.69
FEDEX	7-641-74583	01/26/2022	UKG/PAYROLL	001-180-691-550	39.42
MAXXSOUTH BROADBAND	INV0034458	01/31/2022	01.31.22-02.28.22 8282411010508324	001-180-604-330	28.12
				Outstanding Total:	**177.90**
				Department 180 - HUMAN RESOURCES Total:	**177.90**
Department: 190 - CITY PLANNER					
Outstanding					
MyGOV, LLC	6963	12/01/2021	ANNUAL SUBSCRIPTION	001-190-918-807	2,400.00
MyGOV, LLC	6963	12/01/2021	ANNUAL SUBSCRIPTION	001-190-918-807	2,400.00
MyGOV, LLC	6963	12/01/2021	ANNUAL SUBSCRIPTION	001-190-918-807	2,400.00
MyGOV, LLC	6963	12/01/2021	ANNUAL SUBSCRIPTION	001-190-918-807	2,400.00
MyGOV, LLC	6963	12/01/2021	ANNUAL SUBSCRIPTION	001-190-918-807	4,800.00
MyGOV, LLC	6963	12/01/2021	ANNUAL SUBSCRIPTION	001-190-918-807	4,800.00
MAXXSOUTH BROADBAND	INV0034458	01/31/2022	01.31.22-02.28.22 8282411010508324	001-190-604-330	28.12
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-190-620-370	275.36
				Outstanding Total:	**19,503.48**
				Department 190 - CITY PLANNER Total:	**19,503.48**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
STARKVILLE UTILITIES	INV0034477	01/27/2022	MONTHLY UTILITIES	001-192-625-380	2,141.79
PETTY CASH VOUCHERS	INV0034466	01/31/2022	ALDERMAN DRINKS	001-192-510-220	8.03
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-192-620-370	3,855.04
REYNOLDS/RENASANT INSURANCE AGENCY	1205811	02/01/2022	POLICY CHANGE ADD 3 OUTDOOR SCULPTURES	001-192-620-370	26.00
CINTAS	4109273638	02/01/2022	SUPPLIES	001-192-510-220	11.97
CINTAS	4109273684	02/01/2022	SUPPLIES	001-192-510-220	14.71
JAN-PRO OF MS	866980	02/01/2022	FEBRUARY JANITORIAL SERVIC	001-192-600-338	1,619.00
PETTY CASH VOUCHERS	INV0034463	02/01/2022	TRASH BAGS	001-192-510-220	25.30
NORTHEAST EXTERMIN- CITY HALL ACCT	49352	02/07/2022	MONTHLY PEST CONTROL	001-192-600-338	45.00
PETTY CASH VOUCHERS	INV0034484	02/07/2022	SUPPLIES	001-192-510-220	10.70
PETTY CASH VOUCHERS	INV0034484	02/07/2022	SUPPLIES	001-192-630-403	74.88
CINTAS	4109967877	02/08/2022	SUPPLIES	001-192-510-220	11.97
CINTAS	4109967977	02/08/2022	SUPPLIES	001-192-510-220	67.84
				Outstanding Total:	**7,912.23**
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	**7,912.23**
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	144	02/02/2022	LAWN SERVICE ODD FELLOW BRUSH ARBOR	001-196-630-425	800.00
HAMPTON YOUNG CORP.	144	02/02/2022	LAWN SERVICE ODD FELLOW BRUSH ARBOR	001-196-631-402	1,600.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
HAMPTON YOUNG CORP.	144	02/02/2022	LAWN SERVICE ODD FELLOW BRUSH ARBOR	001-196-637-637	600.00
				Outstanding Total:	3,000.00
			Department 196 - CEMETERY ADMINISTRATION Total:		3,000.00

Department: 197 - ENGINEERING

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0034458	01/31/2022	01.31.22-02.28.22 8282411010508324	001-197-604-330	28.12
FUELMAN / FLEETCOR	NP61498096	01/31/2022	1.24.22-1.30.22 BG2416403	001-197-525-231	59.19
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-197-620-370	136.68
				Outstanding Total:	223.99
			Department 197 - ENGINEERING Total:		223.99

Department: 201 - POLICE DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
R&M TIRES	1130510	02/12/2021	REPAIRS & MAINTENANCE	001-201-630-360	626.68
GULF STATES DISTRIBUTORS, INC.	1402645	11/05/2021	POLICE SUPPLIES	001-201-556-251	498.00
PARKER CDJR*	126622	11/23/2021	OIL CHANGE & REPLACE TURN SIGNAL BULB	001-201-630-360	159.77
PILEUM CORPORATION	P72777	12/09/2021	ANNUAL BILLING FUSUS RTCC PRO PLAN	001-201-918-802	65,000.00
S&K DOOR AND SPECIALTY COMPANY,INC.	75650	12/22/2021	BUILDING MAINTENANCE	001-201-630-426	275.00
MAGNOLIA BOTTLED WATER CO	52042	12/31/2021	WATER	001-201-501-200	93.96
CITY OF COLUMBUS	1004	01/03/2022	FORENSIC LAB FEES	001-201-600-300	460.00
PARKER CDJR*	127159	01/04/2022	OIL CHANGE	001-201-630-360	71.40
MAGNOLIA BOTTLED WATER CO	53525	01/04/2022	WATER	001-201-501-200	8.00
TRIAD MARTIAL ARTS, INC.	022022H00V-01	01/10/2022	TRAINING OFFICER CHILDS	001-201-690-552	1,400.00
PARKER CDJR*	127232	01/10/2022	OIL CHANGE	001-201-630-360	62.09
PARKER CDJR*	127243	01/11/2022	OIL CHANGE INSPECTION AIR FILTER & BATTERY	001-201-630-360	475.61
HOWARD INDUSTRIES	22-00539840	01/11/2022	OFFICE HOME AND BUSINESS	001-201-630-404	247.00
HOWARD INDUSTRIES	22-00539867	01/11/2022	LENOVA THINKPAD LOVELADY	001-201-630-404	2,243.00
RELENTLESS LLC	10696	01/15/2022	WORKSHOP PARKER MADEEN	001-201-690-552	649.00
NEWELL PAPER COMPANY	3141596	01/18/2022	JANITORIAL SUPPLIES	001-201-555-208	148.22
R&M TIRES	1136347	01/20/2022	REPAIRS & MAINTENANCE	001-201-630-360	36.98
PARKER CDJR*	127369	01/20/2022	OIL CHANE & FRONT BRAKE JOB	001-201-630-360	330.00
CADENCE /ELAN VISA	135852A	01/20/2022	ROOM FOR TRAING 1/24-1/27 MADEEN	001-201-690-552	359.70
HOWARD INDUSTRIES	22-00540467	01/20/2022	COMPUTER/UPCHURCH	001-201-630-404	2,289.00
MAGNOLIA BOTTLED WATER CO	47542	01/20/2022	(7) 5 GAL WATER	001-201-501-200	56.00
CADENCE /ELAN VISA	62423	01/20/2022	ROOM FOR TRAINING 1/31-2/3 MADEEN	001-201-690-552	344.40
SULLIVAN'S OFFICE SUPPLY, INC.	70207	01/21/2022	SUPPLIES	001-201-501-200	29.15
THE CIT GROUP/COMMERCIA	817	01/21/2022	SERVICE FIRE TRUCKS LADDER 1 ENGINE 4	001-201-630-360	2,214.00
PARKER CDJR*	127425	01/24/2022	REPAIRS & MAINTENANCE	001-201-630-360	66.91
CMI, INC.	934473	01/24/2022	SUPPLIES	001-201-556-251	113.83
SULLIVAN'S OFFICE SUPPLY, INC.	70302	01/25/2022	SUPPLIES	001-201-501-200	52.06
OKTIBBEHA COUNTY COOPERATIVE	752568	01/25/2022	UNIFORMS	001-201-535-233	119.85
ARMY NAVY PAWN SHOP	012622A	01/26/2022	UNIFORMS	001-201-535-233	168.00
CANON FINANCIAL SERVICES, INC	27943948	01/26/2022	RENTAL 12/2 THRU 12/31/21	001-201-604-330	86.21

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	70368	01/26/2022	SUPPLIES	001-201-501-200	20.33
AT&T MOBILITY	287308925437x02052022	01/27/2022	ACCOUNT # 60309201	001-201-604-330	1,883.40
AT&T MOBILITY	INV0034455	01/27/2022	28738964770X02052022	001-201-604-330	16.09
STARKVILLE UTILITIES	INV0034477	01/27/2022	MONTHLY UTILITIES	001-201-625-380	2,956.70
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	001-201-604-330	46.44
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	001-201-604-330	92.91
ACK ENTERPRISES INC	PO M-17479	01/27/2022	HOMELAND SECURITY GRANT UNIFORMS	001-201-730-550	4,395.36
BOARDTOWN ENGRAVING	012822C	01/28/2022	PINNICAL AWARD	001-201-600-300	38.00
OCH REGIONAL MEDICAL CTR	INV0034467	01/28/2022	PRISONER MEDICAL EXPENSE TODD BURKIS	001-201-541-240	182.00
HARLEY-DAVIDSON OF CENTRAL MS	INV0034468	01/28/2022	QUARTERLY LEASE # 4 OF 12	001-201-635-367	3,150.00
BOARDTOWN ENGRAVING	013122A	01/31/2022	2 PINNICAL AWARDS DAVIS & CARRITHERS	001-201-600-300	76.00
MID-SOUTH UNIFORM & SUPPLY, INC	625454	01/31/2022	UNIFORMS	001-201-535-233	2,392.38
PARKER MADEEN	INV0034495	01/31/2022	MEAL REIMBURSEMENT DESERT SNOW TRAINING	001-201-690-552	138.03
FUELMAN / FLEETCOR	NP61498096	01/31/2022	1.24.22-1.30.22 BG2416403	001-201-525-231	3,477.06
AUTOZONE	0426289689	02/01/2022	REPAIRS & MAINTENANCE	001-201-630-360	94.99
LOWE'S-POLICE	06231	02/01/2022	JANITORIAL SUPPLIES	001-201-555-208	29.49
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-201-620-370	7,854.56
TYLER TECHNOLOGIES	130-125974	02/01/2022	ANNUAL MAINTENANCE FEES	001-201-600-300	1,157.63
POWER DMS, INC	15719	02/01/2022	TRAINING EDUCATION CONTRACTUAL FEE	001-201-690-552	5,533.84
D'LUX'S ALTERATIONS	321475	02/01/2022	ALTERATIONS AND PATCHES	001-201-535-233	263.00
D'LUX'S ALTERATIONS	321489	02/01/2022	ALTERATIONS AND PATCHES	001-201-535-233	157.00
GTPDD PHARMACY	32158	02/01/2022	MEDICINE PRISONER JONES	001-201-541-240	18.23
GTPDD PHARMACY	32668	02/01/2022	PRISONER MEDICINE MACON	001-201-541-240	5.54
GTPDD PHARMACY	32699	02/01/2022	MEDICINE PRISONER COLLIER	001-201-541-240	27.50
WALMART- CAPITAL ONE	673883	02/01/2022	OFFICE SUPPLIES	001-201-501-200	34.74
INTAPOL	INV0034452	02/01/2022	UNIFORMS	001-201-535-233	387.97
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0034453	02/01/2022	INMATE HOUSING 12 BEDS	001-201-541-237	10,950.00
CITY OF COLUMBUS	1017	02/02/2022	LABORATORY SERVICES	001-201-600-300	780.00
MAGNOLIA BOTTLED WATER CO	53210	02/03/2022	WATER	001-201-501-200	17.12
SCALES BIOLOGICAL LABORATORY, INC	8584	02/03/2022	FILES MURDER CASE	001-201-600-300	2,500.00
SCALES BIOLOGICAL LABORATORY, INC	8584A	02/03/2022	CONT'D FILES MURDER CASE	001-201-600-300	2,500.00
DANNY MCCLUSKEY TOWING	4164	02/04/2022	TOWING PATROL CAR VIN # 9663	001-201-600-300	55.00
SULLIVAN'S OFFICE SUPPLY, INC.	70611	02/04/2022	OFFICE SUPPLIES	001-201-501-200	1,062.00
WATERMARK PRINTERS LLC	14619	02/07/2022	SUPPLIES	001-201-556-251	763.00
BELL BUILDING SUPPLY, INC.	339571	02/07/2022	SUPPLIES	001-201-501-200	9.44
FUELMAN / FLEETCOR	INV0034488	02/07/2022	FUEL CHARGES	001-201-525-231	3,515.29
NORTHEAST EXTERM- POLICE ACCT	INV0034489	02/07/2022	MONTHLY PEST CONTROL	001-201-600-300	50.00
MAXXSOUTH BROADBAND	INV0034490	02/07/2022	FORENSIC LAB 2/6-3/5/22	001-201-604-330	92.57
MONROE COUNTY SHERIFF'S OFFICE	INV0034491	02/07/2022	INMATE HOUSING 1/11/22-1/31/22	001-201-541-237	525.00
FIRST NATIONAL BANK OF CLARKSDALE	INV0034492	02/07/2022	INMATE HOUSING	001-201-541-237	630.00
LOWNDES COUNTY SHERIFF'S DEPT	INV0034493	02/08/2022	JUVENILE BEDS JAN/FEB/MARCH 2022	001-201-541-238	22,812.49

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	INV0034497	02/08/2022	GOOGLE DRIVE	001-201-501-200	19.99
				Outstanding Total:	159,394.91
				Department 201 - POLICE DEPARTMENT Total:	159,394.91

Department: 261 - FIRE DEPARTMENT

Outstanding

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MID-SOUTH UNIFORM & SUPPLY, INC	622713	10/28/2021	UNIFORMS	001-261-535-233	733.13
WILDING WALLBEDS	48910	12/09/2021	4 WALLBEDS	001-261-558-269	28,872.00
NEXTSTEP INNOVATION	NSI21351	12/15/2021	DELL LATITUDE 5520 NOTEBOOK	001-261-918-805	2,419.00
MID-SOUTH UNIFORM & SUPPLY, INC	624584	12/29/2021	UNIFORMS	001-261-535-233	234.14
MID-SOUTH UNIFORM & SUPPLY, INC	624786	01/05/2022	CREDIT ON UNIFORMS	001-261-535-233	-158.18
PRESTON HELMS	INV0034474	01/11/2022	REIMBURSE EMS CERTIFICATION	001-261-600-390	40.00
NATHAN HERNDON	INV0034475	01/11/2022	REIMBURSE EMS CERTIFICATION	001-261-600-390	40.00
LAIRD CLINIC-FIRE ACCOUNT	INV0034448	01/12/2022	PHY CLAUSSAN, SANCHEZ,BETZ DRUG SCREEN	001-261-600-319	430.00
SHEPS CLEANERS- FIRE ACCOUNT	49770	01/18/2022	UNIFORM CLEANING	001-261-600-430	27.50
QUILL CORPORATION	22463225	01/20/2022	SUPPLIES	001-261-555-250	207.96
QUILL CORPORATION	22489474	01/20/2022	SUPPLIES	001-261-555-250	154.74
HOWARD INDUSTRIES	22-00540360	01/21/2022	OFFICE HOME & BUSINESS	001-261-918-805	247.00
HOWARD INDUSTRIES	22-00540493	01/24/2022	SURFACE PRO 8	001-261-918-805	1,918.00
JONES & BARTLETT LEARNING, LLC	434875	01/24/2022	FIRE & LIFE SAFETY EDUCATIO	001-261-600-390	440.78
LANN CHEMICAL & SUPPLY	094297	01/25/2022	JANITORIAL SUPPLIES	001-261-555-208	602.00
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17042878	01/25/2022	FIREFIGHTER BOOTS	001-261-918-805	399.00
QUILL CORPORATION	22596099	01/25/2022	SUPPLIES	001-261-555-250	197.90
QUILL CORPORATION	22600648	01/25/2022	SUPPLIES	001-261-555-250	12.29
LOWE'S-FIRE	INV0034462	01/25/2022	SUPPLIES	001-261-555-250	54.28
STARKVILLE COMPUTERS	38618	01/26/2022	PRESENTATION POINTER	001-261-555-250	29.99
GATEWAY TIRE & SERVICE CENTER	1018-156314	01/27/2022	TIRES & ALIGNMENT	001-261-630-360	386.13
STARKVILLE UTILITIES	INV0034477	01/27/2022	MONTHLY UTILITIES	001-261-625-380	1,170.43
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	001-261-604-330	580.55
ATMOS ENERGY	INV0034487	01/28/2022	MONTHLY CHARGES	001-261-625-380	1,342.85
ATMOS ENERGY	INV0034487	01/28/2022	MONTHLY CHARGES	001-261-625-380	1,437.10
HOWARD INDUSTRIES	22-00541243	01/31/2022	SURFACE PEN MICROSOFT	001-261-918-805	79.00
FUELMAN / FLEETCOR	NP61498096	01/31/2022	1.24.22-1.30.22 BG2416403	001-261-525-231	902.52
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-261-620-370	7,759.56
MAXXSOUTH BROADBAND	INV0034472	02/01/2022	8282411010005495 2.1.22-2.28.22	001-261-625-380	94.21
MAXXSOUTH BROADBAND	INV0034473	02/01/2022	8282411010005230 2.1.22-2.28.22	001-261-625-380	158.07
STRUCTURAL TECHNOLOGY,IN	13754	02/02/2022	ANNUAL LADDER TESTING	001-261-630-360	1,354.70
NORTHEAST EXTERMINATING	INV0034461	02/02/2022	EXTERMINATING FIRE STATIONS	001-261-558-269	110.00
DAVIS PAPER & CHEMICAL	3077	02/03/2022	JANITORIAL SUPPLIES	001-261-555-208	79.98
CAMERON LOCKRIDGE	INV0034450	02/03/2022	MEALS ROOKIE CLASS	001-261-600-390	108.11
CHARLES YARBROUGH	INV0034451	02/03/2022	RENEWAL EMS CERTIFICATIO	001-261-600-390	40.00
STATE FIRE ACADEMY	29297	02/04/2022	MSTAT MS TRAINEE AGILITY,CALMES,HALL,KOZLO W,LOCKRI	001-261-600-390	120.00
STATE FIRE ACADEMY	29323	02/04/2022	SMOKE DIVER SANCHEZ TRAINING BETZ,CAPPS,RICH	001-261-600-390	60.00
STATE FIRE ACADEMY	29330	02/04/2022	SMOKE DIVER SANCHEZ	001-261-600-390	420.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	INV0034488	02/07/2022	FUEL CHARGES	001-261-525-231	792.08
CADENCE /ELAN VISA	INV0034496	02/08/2022	VIASAT INTERNET	001-261-604-330	170.31
				Outstanding Total:	**54,067.13**
				Department 261 - FIRE DEPARTMENT Total:	**54,067.13**
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
R&M TIRES	1136525	01/31/2022	OIL CHANGE AND BATTERY	001-281-525-231	242.49
MAXXSOUTH BROADBAND	INV0034458	01/31/2022	01.31.22-02.28.22 8282411010508324	001-281-604-330	28.11
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-281-620-370	450.72
FUELMAN / FLEETCOR	INV0034488	02/07/2022	FUEL CHARGES	001-281-525-231	42.16
				Outstanding Total:	**763.48**
				Department 281 - BUILDING/CODES OFFICE Total:	**763.48**
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0034477	01/27/2022	MONTHLY UTILITIES	001-290-625-380	55.28
				Outstanding Total:	**55.28**
				Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**55.28**
Department: 301 - STREET DEPARTMENT					
Outstanding					
APAC-MISSISSIPPI, INC	4000111982	10/09/2021	ASPHALT	001-301-560-270	443.70
WILLIAMS EQUIPMENT AND SUPPLY CO	3899360A	11/04/2021	MATERIAL TO REPAIR GT THEME	001-301-560-270	4,630.00
WILLIAMS EQUIPMENT AND SUPPLY CO	3899360B	11/04/2021	MATERIAL FOR GT THEMES	001-301-560-270	4,630.00
UNITED RENTALS (NORTH AMERICA), INC.	201076573-001	12/07/2021	AUGR RENTAL	001-301-560-270	89.00
WALMART- CAPITAL ONE	49293702	12/11/2021	POST POUNDER	001-301-555-250	1,443.65
HOLLIS BROTHERS HEATING & COOLING	24670	12/14/2021	HEATER REPAIR	001-301-630-400	165.00
HILL MANUFACTURING COMPANY, INC.	108897	12/21/2021	SUPPLIES	001-301-555-250	1,549.00
STARKVILLE AUTO PARTS	5151-149879	01/24/2022	REPAIR #61 #106 #54	001-301-630-360	23.28
MMC MATERIALS, INC.	745225	01/24/2022	CONCRETE	001-301-560-270	255.00
BELL BUILDING SUPPLY, INC.	338666	01/25/2022	PAINT SUPPLIES	001-301-565-272	144.44
UNITED RENTALS (NORTH AMERICA), INC.	201585719-002	01/27/2022	ROLLER CONSTRUCTION SPRUILL-INDUSTRIAL PARK	001-301-560-270	1,639.00
HOLLIS BROTHERS HEATING & COOLING	24042	01/27/2022	HEATER REPAIR	001-301-630-400	479.25
BELL BUILDING SUPPLY, INC.	338869	01/27/2022	CONCRETE MIX	001-301-560-270	49.80
STARKVILLE AUTO PARTS	5151-150002	01/27/2022	REPAIR #61 #106 #54	001-301-630-360	155.82
STARKVILLE UTILITIES	INV0034477	01/27/2022	MONTHLY UTILITIES	001-301-625-380	688.79
APAC-MISSISSIPPI, INC	4000116219	01/29/2022	ASPHALT	001-301-560-270	451.35
GATEWAY TIRE & SERVICE CENTER	1018-156413	01/31/2022	REPAIR FLAT ON TRUCK 704	001-301-630-360	18.87
STARKVILLE LP GAS	2831514	01/31/2022	PROPANE FOR ASPHALT	001-301-630-400	49.64
FUELMAN / FLEETCOR	NP61498096	01/31/2022	1.24.22-1.30.22 BG2416403	001-301-525-231	1,660.68
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-301-620-370	1,395.80
APAC-MISSISSIPPI, INC	4000116290	02/01/2022	ASPHALT	001-301-560-270	474.30
CINTAS	4109273597	02/01/2022	SUPPLIES	001-301-555-250	35.00
THOMPSON MACHINERY*	Q0360502	02/01/2022	DOZER RENTAL	001-301-560-270	2,545.43
NEWELL PAPER COMPANY	3142051	02/02/2022	BATHROOM SUPPLIES	001-301-555-250	187.52
STARKVILLE AUTO PARTS	5151-150126	02/02/2022	REPAIR D4C	001-301-630-400	194.99
THOMPSON MACHINERY*	PC110308873	02/03/2022	REPAIRS/PARTS FOR EQUIPMENT	001-301-630-400	626.70
THOMPSON MACHINERY*	PC110308874	02/03/2022	REPAIRS/PARTS FOR EQUIPMENT	001-301-630-400	110.19

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
THOMPSON MACHINERY*	PC110308875	02/03/2022	REPAIRS/PARTS FOR EQUIPMENT	001-301-630-400	78.58
GATEWAY TIRE & SERVICE CENTER	1018-156663	02/04/2022	REPLACE TIRES #711	001-301-630-360	468.94
CINTAS FIRST AID & SAFETY	5094403521	02/04/2022	GLOVES/RESTOCK MED CABINET	001-301-555-250	306.34
THOMPSON MACHINERY*	PC110308933	02/04/2022	REPAIRS/PARTS FOR EQUIPMENT	001-301-630-400	1.98
THOMPSON MACHINERY*	PC110308934	02/04/2022	REPAIRS/PARTS FOR EQUIPMENT	001-301-630-400	476.60
THOMPSON MACHINERY*	PC110308935	02/04/2022	REPAIRS/PARTS FOR EQUIPMENT	001-301-630-400	142.88
THOMPSON MACHINERY*	PC110308963	02/05/2022	REPAIRS/PARTS FOR EQUIPMENT	001-301-630-400	1.98
MMC MATERIALS, INC.	747188	02/07/2022	CONCRETE	001-301-560-270	598.00
FUELMAN / FLEETCOR	INV0034488	02/07/2022	FUEL CHARGES	001-301-525-231	1,095.09
CINTAS	4109967993	02/08/2022	SUPPLIES	001-301-555-250	35.00
MESHA SANDERS	460281	02/08/2022	POE & BARDWELL DRIVING TEST	001-301-691-550	800.00
G&C SUPPLY CO., INC	6852934	02/08/2022	CONSTRUCTION SIGNS	001-301-565-272	638.30
MSU FACILITIES MANAGEMENT- TRAFFIC LIGH	INV0034494	02/08/2022	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	42.64
				Outstanding Total:	**28,822.53**
				Department 301 - STREET DEPARTMENT Total:	**28,822.53**
Department: 360 - ANIMAL CONTROL					
Outstanding					
POLLAN & ASSOC. PA	22028	01/26/2022	UNIFORMS ANIMAL CONTROL	001-360-535-233	322.70
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-360-620-370	275.36
				Outstanding Total:	**598.06**
				Department 360 - ANIMAL CONTROL Total:	**598.06**
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
ABC SUPPLY COMPANY	20922932	11/01/2021	SILICONE ROOF COATING & FREIGHT	001-550-630-426	685.00
SECURITY SOLUTIONS	27321110521	11/05/2021	MOUNT TV AT SPORTSPLEX ANNEX BLDG	001-550-630-404	400.00
SPORTS FACILITIES COMPANIES, INC.	INV0034486	12/31/2021	DECEMBER EXPENSES	001-550-600-297	66,881.07
MAXXSOUTH BROADBAND	INV0034471	01/14/2022	8282411010659622 1.14.22-2.13.22	001-550-600-330	567.28
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	001-550-600-330	46.46
ATMOS ENERGY	INV0034487	01/28/2022	MONTHLY CHARGES	001-550-600-340	391.99
FUELMAN / FLEETCOR	NP61498096	01/31/2022	1.24.22-1.30.22 BG2416403	001-550-525-231	188.58
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	001-550-600-360	857.08
FUELMAN / FLEETCOR	INV0034488	02/07/2022	FUEL CHARGES	001-550-525-231	116.99
SPORTS FACILITIES COMPANIES, INC.	9407	02/09/2022	MARCH 2022	001-550-600-296	15,000.00
				Outstanding Total:	**85,134.45**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**85,134.45**
Department: 800 - DEBT SERVICE					
Outstanding					
HANCOCK WHITNEY BANK *	INV0034481	02/02/2022	PUBLIC IMPROVEMENT BONDS SERIES 2016A	001-800-820-840	25,156.25

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
HANCOCK WHITNEY BANK *	INV0034482	02/02/2022	PUBLIC IMPROVEMENT BONDS SERIES 2016B	001-800-820-830	20,456.25
				Outstanding Total:	45,612.50
				Department 800 - DEBT SERVICE Total:	45,612.50
				Fund 001 - GENERAL FUND Total:	455,088.27
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
RACKLEY OIL INC.	568134	01/23/2022	REGULAR UNLEADED FUEL	015-505-525-231	109.64
WALMART- CAPITAL ONE	INV0034476	01/27/2022	SUPPLIES	015-505-541-237	138.47
STARKVILLE UTILITIES	INV0034477	01/27/2022	MONTHLY UTILITIES	015-505-625-380	2,418.50
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	015-505-604-330	161.76
MAGNOLIA BOTTLED WATER CO	46371	01/28/2022	WATER	015-505-691-550	16.00
GATEWAY TIRE & SERVICE CENTER	1018-156469	02/01/2022	PLUG TIRE	015-505-630-400	8.16
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	015-505-620-370	1,927.52
TITAN AVIATION FUELS	R3547911	02/01/2022	JET A AND AV GASA TRUCK RENTALS	015-505-600-322	800.00
GATEWAY TIRE & SERVICE CENTER	1018-156575	02/02/2022	PLUG TIRE	015-505-630-400	27.49
OKTIBBEHA COUNTY COOPERATIVE	754361	02/02/2022	SUPPLIES	015-505-630-400	156.13
MAXXSOUTH BROADBAND	INV0034457	02/02/2022	02.02.22-03.01.22	015-505-600-338	144.95
RODNEY LINCOLN	INV0034480	02/04/2022	SUPPLIES	015-505-630-400	113.96
E FIRE INC	11699438	02/07/2022	ANNAUL INSPECTION NFPA CERTIFICATION TEST	015-505-630-400	699.06
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	INV0034501	02/07/2022	SERVICES RENDERED JAN 2022 (RUNWAY)	015-505-600-338	1,046.00
				Outstanding Total:	7,767.64
				Department 505 - AIRPORT Total:	7,767.64
				Fund 015 - AIRPORT FUND Total:	7,767.64
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
EMPIRE TRUCK SALES, LLC	RE005014456	12/17/2021	TRUCK 42 REPAIR	022-322-630-360	1,931.98
NORTHEAST EXTERMIN - SANIT. ACCT	47485	01/05/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
NORTHEAST EXTERMIN - STREET ACCT	47486	01/05/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
EMPIRE TRUCK SALES, LLC	RE005014542	01/19/2022	TRUCK 42 REPAIR	022-322-630-360	4,496.38
POWERSTROKE EQUIPMENT SALES & SVC	6316	01/21/2022	REPAIRED POLE SAW	022-322-630-406	81.48
GATEWAY TIRE & SERVICE CENTER	1018-156123	01/25/2022	TIRES TRUCK 95	022-322-630-252	1,249.90
WATERMARK PRINTERS LLC	14577	01/25/2022	BUSINESS CARDS SMILEY AND PATEN	022-322-501-200	98.00
PAUL'S WELDING	0818	01/27/2022	TRUCK #85 REPAIR	022-322-630-360	60.00
GATEWAY TIRE & SERVICE CENTER	1018-156295	01/27/2022	TIRE TRUCK #95	022-322-630-252	474.30
STARKVILLE UTILITIES	INV0034477	01/27/2022	MONTHLY UTILITIES	022-322-625-380	1,873.00
SOUTHERN TELECOMMUNICATIONS	INV0034485	01/27/2022	MONTHLY CHARGES	022-322-604-330	46.46
GATEWAY TIRE & SERVICE CENTER	1018-156441	01/31/2022	TIRE TRUCK #39	022-322-630-360	370.62
LOWE'S-SANITATION	INV0034456	01/31/2022	RECYCLING CENTER SUPPLIES	022-322-501-200	58.54
FUELMAN / FLEETCOR	NP61498096	01/31/2022	1.24.22-1.30.22 BG2416403	022-322-525-231	3,795.81
GATEWAY TIRE & SERVICE CENTER	1018-156483	02/01/2022	TIRES TRUCK 93 & TRUCK 43	022-322-630-360	378.76

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-156483	02/01/2022	TIRES TRUCK 93 & TRUCK 43	022-322-630-360	761.42
REYNOLDS/RENASANT INSURANCE AGENCY	1205562	02/01/2022	#BA0R28489/6300R2284869 6.1.21-6.1.22	022-322-620-370	4,331.84
SGK LANDSCAPES, LLC	ST28924	02/01/2022	MONTHLY LOUISVILLE,NASH,RUSSELL MEDIANS ODD FELLOW	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST28925	02/01/2022	MONTHLY MAINTENANCE HWY 12 MEDIANS	022-322-600-338	1,654.20
NORTHEAST EXTERMINATING	49153	02/02/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
NORTHEAST EXTERMINATING	49154	02/02/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
STARKVILLE AUTO PARTS	5151-150167	02/04/2022	BATTERY TRUCK 21-A	022-322-630-360	398.97
FUELMAN / FLEETCOR	INV0034488	02/07/2022	FUEL CHARGES	022-322-525-231	3,655.25
				Outstanding Total:	**26,555.36**
				Department 322 - SANITATION DEPARTMENT Total:	**26,555.36**
				Fund 022 - ENVIRONMENTAL SERVICES Total:	**26,555.36**
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	INV0034465	09/30/2021	GT KINK JONES WALKER 1098476 & 1105913	303-600-600-309	1,300.00
OKT COUNTY SUPERVISORS	1105911	11/29/2021	JONES WALKER #1105911	303-600-600-309	154.83
OKT COUNTY SUPERVISORS	1076218	12/04/2021	NEEL-SCHAFFER 11.1.21-11.30.21	303-600-600-309	641.45
OKT COUNTY SUPERVISORS	INV0034483	01/30/2022	PHOENIX INV 13	303-600-600-330	39,550.00
OKT COUNTY SUPERVISORS	INV0034508	02/09/2022	SHURDEN PYMT 4	303-600-600-330	59,033.40
				Outstanding Total:	**100,679.68**
				Department 600 - CAPITAL PROJECTS Total:	**100,679.68**
				Fund 303 - INDUSTRIAL PARK BOND Total:	**100,679.68**
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
REGIONS BANK	1001015662	01/31/2022	2020 A BONDS	375-551-840-852	291,687.50
REGIONS BANK	1001017002	01/31/2022	2020 B BONDS	375-551-840-870	85,000.00
REGIONS BANK	1001017002	01/31/2022	2020 B BONDS	375-551-840-872	130,987.50
				Outstanding Total:	**507,675.00**
				Department 551 - PARK & REC TOURISM Total:	**507,675.00**
				Fund 375 - PARK AND REC TOURISM Total:	**507,675.00**
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
TRIAD METALS INTERNATION	928806	01/20/2022	12/7 BRIDGE STEEL PILING & CAPS BRIDGE SPORTSPLEX	380-551-907-942	19,998.00
STARKVILLE DAILY NEWS	300227798	02/04/2022	AFB SPORTSPLEX	380-551-600-200	108.08
SPORTS FACILITIES COMPANIES, INC.	9373	02/09/2022	PAYMENT 9 OF 10	380-551-600-947	24,000.00
				Outstanding Total:	**44,106.08**
				Department 551 - PARK & REC TOURISM Total:	**44,106.08**
				Fund 380 - PARK BONDS 2020 Total:	**44,106.08**
				Grand Total:	**1,141,872.03**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	455,088.27	80.00
015 - AIRPORT FUND	7,767.64	0.00
022 - ENVIRONMENTAL SERVICES	26,555.36	0.00
303 - INDUSTRIAL PARK BOND	100,679.68	0.00
375 - PARK AND REC TOURISM	507,675.00	0.00
380 - PARK BONDS 2020	44,106.08	0.00
Grand Total:	**1,141,872.03**	**80.00**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-202	DUE FROM OTHER FUND	132.29	0.00
001-000-053-206	DUE FROM WATER & SE	1,376.80	0.00
001-000-054-205	DUE FROM STARKVILLE E	1,092.30	0.00
001-000-149-691	MUNICIPAL COURT BON	25.00	0.00
001-000-354-615	MISC REIMB/REFUNDS/I	80.00	80.00
001-100-610-350	TRAVEL / TRAINING	190.48	0.00
001-110-330-166	TRAUMA TRAFFIC	524.00	0.00
001-110-330-376	COURT CONSTITUENTS	64.25	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	150.00	0.00
001-110-330-378	APPEARANCE BOND FEE	140.00	0.00
001-110-330-382	TRAFFIC VIOLATION	9,998.00	0.00
001-110-330-385	IMPLIED CONSENT	1,241.25	0.00
001-110-330-387	OTHER MISDEMEANORS	2,193.25	0.00
001-110-330-393	VICTIMS BOND FEE	75.00	0.00
001-110-330-395	DRUG VIOLATION	27.00	0.00
001-110-330-396	NON-ADJUDICATION (IN	250.00	0.00
001-110-330-397	DUI OFFENSE (INLC14)	409.00	0.00
001-110-330-398	UNINSURED MOTORIST	4,179.00	0.00
001-110-604-330	POSTAGE / COMMUNICA	28.12	0.00
001-110-620-370	INSURANCE	151.68	0.00
001-111-604-330	COMMUNICATIONS	150.96	0.00
001-120-503-202	COMMITTEE SUPPORT	4.63	0.00
001-120-600-300	PROFESSIONAL SERVICE	9,165.66	0.00
001-120-600-340	MAYOR'S YOUTH COUNC	500.00	0.00
001-120-604-330	COMMUNICATIONS	173.07	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	19.95	0.00
001-123-604-330	COMMUNICATIONS	2,317.16	0.00
001-123-620-370	INSURANCE	150.00	0.00
001-123-918-806	CAMERA LEASE PAYMEN	2,973.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP	81.46	0.00
001-145-604-330	POSTAGE/COPIER/PHON	74.58	0.00
001-145-610-350	TRAVEL/TRAINING	200.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	8,611.10	0.00
001-169-600-309	LEGAL EXPENSES	1,509.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	1,328.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	236.34	0.00
001-180-604-330	COPIER/POSTAGE/PHON	28.12	0.00
001-180-691-505	PERSONNEL / KRONOS S	50.98	0.00
001-180-691-550	MISCELLANEOUS	98.80	0.00
001-190-604-330	COPIERS/PHONES/IPADS	28.12	0.00
001-190-620-370	INSURANCE	275.36	0.00
001-190-918-807	OFFICE EQUIPMENT/SOF	19,200.00	0.00
001-192-510-220	SUPPLIES	150.52	0.00
001-192-600-338	CONTRACT SERVICES	1,664.00	0.00
001-192-620-370	INSURANCE	3,881.04	0.00
001-192-625-380	UTILITIES	2,141.79	0.00
001-192-630-403	REPAIRS TO BUILDING &	74.88	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-196-630-425	REPAIRS MAINT/MLK/18	800.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-525-231	GAS & OIL	59.19	0.00
001-197-604-330	COMMUNICATIONS	28.12	0.00
001-197-620-370	INSURANCE	136.68	0.00
001-201-501-200	OFFICE SUPPLIES	1,402.79	0.00
001-201-525-231	GAS & OIL	6,992.35	0.00
001-201-535-233	UNIFORMS	3,488.20	0.00
001-201-541-237	PRISONER JAIL EXPENSE	12,105.00	0.00
001-201-541-238	JUVENILE DETENTION EX	22,812.49	0.00
001-201-541-240	PRISONER MEDICAL EXP	233.27	0.00
001-201-555-208	JANITORIAL SUPPLIES	177.71	0.00
001-201-556-251	POLICE SUPPLIES	1,374.83	0.00
001-201-600-300	PROFESSIONAL SERVICE	7,616.63	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	2,217.62	0.00
001-201-620-370	INSURANCE	7,854.56	0.00
001-201-625-380	UTILITIES	2,956.70	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	4,138.43	0.00
001-201-630-404	TECHNOLOGY	4,779.00	0.00
001-201-630-426	BUILDING MAINTENANC	275.00	0.00
001-201-635-367	MOTORCYCLE RENTAL	3,150.00	0.00
001-201-690-552	POLICE TRAINING/EDUC	8,424.97	0.00
001-201-730-550	HOMELAND SECURITY G	4,395.36	0.00
001-201-918-802	FUSUS REAL TIME CRIM	65,000.00	0.00
001-261-525-231	GAS & OIL	1,694.60	0.00
001-261-535-233	UNIFORMS	809.09	0.00
001-261-555-208	JANITORIAL & PAPER SU	681.98	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	657.16	0.00
001-261-558-269	BUILDING MAINTENANC	28,982.00	0.00
001-261-600-319	PHYSICAL EXAMINATION	430.00	0.00
001-261-600-390	FIRE TRAINING	1,268.89	0.00
001-261-600-430	UNIFORM CLEANING	27.50	0.00
001-261-604-330	PHONES/CABLE/INTERN	750.86	0.00
001-261-620-370	INSURANCE	7,759.56	0.00
001-261-625-380	UTILITIES	4,202.66	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	1,740.83	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	5,062.00	0.00
001-281-525-231	GAS & OIL	284.65	0.00
001-281-604-330	COPIER/PHONES/IPADS/	28.11	0.00
001-281-620-370	INSURANCE	450.72	0.00
001-290-625-380	UTILITIES / CODE RED	55.28	0.00
001-301-525-231	GAS & OIL	2,755.77	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	3,556.51	0.00
001-301-560-270	CONSTRUCTION MATERI	15,805.58	0.00
001-301-565-272	STREETS SIGNS & PAINT	782.74	0.00
001-301-620-370	INSURANCE	1,395.80	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	731.43	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	666.91	0.00
001-301-630-400	EQUIPMENT REPAIR &	2,327.79	0.00
001-301-691-550	MISCELLANEOUS	800.00	0.00
001-360-535-233	UNIFORMS	322.70	0.00
001-360-620-370	INSURANCE	275.36	0.00
001-550-525-231	GAS & OIL	305.57	0.00
001-550-600-296	MANAGEMENT FEE	15,000.00	0.00
001-550-600-297	MANAGEMENT EXPENS	66,881.07	0.00
001-550-600-330	PHONES/COPIERS/POST	613.74	0.00
001-550-600-340	UTILITIES	391.99	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-600-360	INSURANCE	857.08	0.00
001-550-630-404	AQUATICS TRAINING & C	400.00	0.00
001-550-630-426	BUILDING MAINT/REPAI	685.00	0.00
001-800-820-830	CITY HALL 2013 COP PRI	20,456.25	0.00
001-800-820-840	2016A BOND: 3M POLIC	25,156.25	0.00
015-505-525-231	GAS & OIL	109.64	0.00
015-505-541-237	OPERATING SUPPLIES	138.47	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	1,190.95	0.00
015-505-604-330	CELL PHONE/POSTAGE	161.76	0.00
015-505-620-370	INSURANCE	1,927.52	0.00
015-505-625-380	UTILITIES	2,418.50	0.00
015-505-630-400	EQUIPMENT REPAIR &	1,004.80	0.00
015-505-691-550	MISCELLANEOUS	16.00	0.00
022-322-501-200	OFFICE SUPPLIES	156.54	0.00
022-322-525-231	GAS & OIL - RESIDENTIA	7,451.06	0.00
022-322-600-300	PROFESSIONAL SERVICE	120.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-604-330	COMMUNICATIONS	46.46	0.00
022-322-620-370	INSURANCE	4,331.84	0.00
022-322-625-380	UTILITIES	1,873.00	0.00
022-322-630-252	VEHICLE REPAIRS & MAI	1,724.20	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	8,398.13	0.00
022-322-630-406	EQUIPMENT REPAIR &	81.48	0.00
303-600-600-309	LEGAL AND PROF SVCS E	2,096.28	0.00
303-600-600-330	IND PARK CONSTRUCTIO	98,583.40	0.00
375-551-840-852	INTEREST - 2020A	291,687.50	0.00
375-551-840-870	PRINCIPAL - 2020B (9.8	85,000.00	0.00
375-551-840-872	INTEREST - 2020B	130,987.50	0.00
380-551-600-200	LEGAL ADVERTISING	108.08	0.00
380-551-600-947	CORNERSTONE MANAG	24,000.00	0.00
380-551-907-942	EXISTING PARK IMPROV	19,998.00	0.00
	Grand Total:	**1,141,872.03**	**80.00**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		1,141,872.03	80.00
	Grand Total:	**1,141,872.03**	**80.00**

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	VENDOR TOTAL	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	124		ATMOS ENERGY									
3012612404-2/22	02/08/22	0	Utility bill		02/16/22	1605.16		.00	ACH			
				VENDOR TOTAL:			1605.16					
VENDOR:	125		AT & T									
JAN 2022	02/01/22	0	Phone bill		02/16/22	812.74		.00	CHK			
				VENDOR TOTAL:			812.74					
VENDOR:	131		ALTEC INDUSTRIES, INC.									
11824661	02/01/22	10145	Tools		02/16/22	626.29		.00	ACH			
11833823	02/04/22	10123	Equipment		02/16/22	1205.95		.00	ACH			
11838794	02/07/22	10203	Tools		02/16/22	1305.32		.00	ACH			
50855805	02/02/22	10194	Maintenance		02/16/22	940.77		.00	ACH			
50857894	02/02/22	10191	Maintenance		02/16/22	2524.17		.00	ACH			
50866033	02/02/22	10024	Maintenance		02/16/22	1237.22		.00	ACH			
50921935	02/07/22	10186	Maintenance		02/16/22	890.87		.00	ACH			
				VENDOR TOTAL:			8730.59					
VENDOR:	134		ATWELL & GENT, P.A.									
10339A	02/02/22	0	Engineering Services		02/16/22	280.00		.00	ACH			
10340A	02/02/22	0	Engineering Services		02/16/22	23532.00		.00	ACH			
10341A	02/02/22	0	Engineering Services		02/16/22	4430.00		.00	ACH			
				VENDOR TOTAL:			28242.00					
VENDOR:	139		ACC BUSINESS									
220138354-1/22	02/01/22	0	Internet services		02/16/22	1364.92		.00	ACH			
				VENDOR TOTAL:			1364.92					
VENDOR:	146		AT&T MOBILITY (FIRSTNET)									
1/27/22	02/03/22	0	Cell phones		02/16/22	2652.92		.00	CHK			
				VENDOR TOTAL:			2652.92					
VENDOR:	202		BELL BUILDING SUPPLY									
01/31/2022 STMT	02/03/22	0	Credit from Statement		02/16/22	56.14-		.00	ACH			
338454	01/27/22	10161	Tools		02/16/22	62.98		.00	ACH			
				VENDOR TOTAL:			6.84					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	VENDOR TOTAL	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	284		CHANCELLOR CONSTRUCTION, LLC									
RFP#5 - 2/04/22	02/07/22	0	Primary Sub 161/69kv Improvt		02/16/22	129407.34		.00	ACH			
				VENDOR TOTAL:			129407.34					
VENDOR:	303		C SPIRE WIRELESS									
JAN 2022	02/07/22	0	Phone bill		02/16/22	369.25		.00	CHK			
				VENDOR TOTAL:			369.25					
VENDOR:	306		CITY OF STARKVILLE-TAX&ADMIN									
FEB 2022-TAX	02/01/22	0	Tax Equivalency		02/16/22	113750.00		.00	CHK			
				VENDOR TOTAL:			113750.00					
VENDOR:	317		CHRIS MITCHELL MANAGEMENT									
048	02/04/22	0	TVA Wholesale Rate Analysis		02/16/22	4150.00		.00	ACH			
				VENDOR TOTAL:			4150.00					
VENDOR:	344		COLUMBUS RUBBER & GASKET									
640931-001	02/04/22	10154	Repairs		02/16/22	285.61		.00	ACH			
				VENDOR TOTAL:			285.61					
VENDOR:	455		EXELL WATER & COFFEE, INC.									
629244	02/02/22	10130	Water		02/16/22	31.58		.00	ACH			
629245	02/02/22	10130	Water		02/16/22	22.58		.00	ACH			
				VENDOR TOTAL:			54.16					
VENDOR:	496		EAST MISS LUMBER									
D92301	01/27/22	10163	Tools		02/16/22	249.99		.00	CHK			
G57203	02/02/22	10185	Materials		02/16/22	23.49		.00	CHK			
				VENDOR TOTAL:			273.48					
VENDOR:	552		EXPRESS SERVICES, INC									
26670095	01/26/22	10178	Assemble Furnishings		02/16/22	1512.08		.00	ACH			
				VENDOR TOTAL:			1512.08					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	616	FUELMAN										
NP61498096	02/02/22	0	Fuel		02/16/22	2370.63		.00	CHK			
NP61569812	02/07/22	0	Fuel		02/16/22	2425.24		.00	CHK			
				VENDOR TOTAL:			4795.87					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER										
1018-156085	01/27/22	10167	Maintenance		02/16/22	69.57		.00	ACH			
				VENDOR TOTAL:			69.57					
VENDOR:	720	GLOBAL INDUSTRIAL, INC.										
118670092	01/27/22	10084	Chairs		02/16/22	3846.05		.00	ACH			
				VENDOR TOTAL:			3846.05					
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE										
01/31/2022 STMT	02/04/22	10205	Rubbish		02/16/22	638.82		.00	ACH			
				VENDOR TOTAL:			638.82					
VENDOR:	730	GRESCO UTILITY SUPPLY, INC.										
50021525-00	02/02/22	9945	Materials		02/16/22	8100.00		.00	ACH			
				VENDOR TOTAL:			8100.00					
VENDOR:	809	HOWARD INDUSTRIES, INC.										
248386-985621	02/07/22	10172	Materials		02/16/22	3125.00		.00	ACH			
				VENDOR TOTAL:			3125.00					
VENDOR:	1205	LOWE'S										
902475	02/07/22	10215	Materials		02/16/22	684.60		.00	CHK			
908681	01/27/22	10179	Tools		02/16/22	222.73		.00	CHK			
				VENDOR TOTAL:			907.33					
VENDOR:	1217	LIGHTS AND BALLASTS LLC										
864038	02/07/22	0	Maintenance		02/16/22	240.00		.00	ACH			
				VENDOR TOTAL:			240.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	VENDOR TOTAL	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1305	NEXAIR, LLC										
0009566865	02/04/22	10138	Cylinder Rental		02/16/22	58.06		.00	ACH			
				VENDOR TOTAL:			58.06					
VENDOR:	1319	MONTS PAPER & PACKAGING										
397568	02/03/22	10060	Uniforms		02/16/22	198.34		.00	ACH			
				VENDOR TOTAL:			198.34					
VENDOR:	1394	NARRATIVE 12 LLC										
2/04/22	02/04/22	0	Consulting		02/16/22	1560.00		.00	ACH			
2/07/22	02/07/22	0	Consulting		02/16/22	4850.00		.00	ACH			
				VENDOR TOTAL:			6410.00					
VENDOR:	1400	NESCO										
S2504895.001	01/27/22	10153	Materials		02/16/22	292.80		.00	ACH			
S2506025.001	01/27/22	10164	Supplies		02/16/22	828.92		.00	ACH			
S2506164.001	01/27/22	10164	Materials		02/16/22	80.56		.00	ACH			
S2506305.001	01/31/22	10168	Materials		02/16/22	180.70		.00	ACH			
S2506619.001	01/31/22	10168	Materials		02/16/22	57.53		.00	ACH			
S2506757.00	01/27/22	10173	Equipment		02/16/22	261.54		.00	ACH			
S2506897.001	01/31/22	10176	Materials		02/16/22	1107.98		.00	ACH			
S2507013.001	01/31/22	10176	Materials		02/16/22	822.66		.00	ACH			
S2507831.001	02/04/22	10188	Materials		02/16/22	819.97		.00	ACH			
S2508094.001	02/07/22	10192	Materials		02/16/22	134.16		.00	ACH			
				VENDOR TOTAL:			4586.82					
VENDOR:	1406	NORTHEAST EXTERMINATING										
49124	02/04/22	10148	Pest Control		02/16/22	45.00		.00	ACH			
				VENDOR TOTAL:			45.00					
VENDOR:	1407	NEXT STEP INNOVATION										
NSI21556	02/04/22	9998	Printers		02/16/22	1377.00		.00	ACH			
				VENDOR TOTAL:			1377.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
753186	02/04/22	10181	Uniforms		02/16/22	62.16	.00	ACH			
753274	01/31/22	10181	Winter Gear		02/16/22	101.35	.00	ACH			
753275	01/31/22	10181	Winter Gear		02/16/22	83.55	.00	ACH			
753277	01/31/22	10181	Winter Gear		02/16/22	87.61	.00	ACH			
				VENDOR TOTAL:		334.67					
VENDOR:	1536	PALMER'S SERVICE CENTER LLC									
01/21/2022	02/04/22	10212	Maintenance		02/16/22	619.85	.00	ACH			
01252022	02/07/22	10208	Maintenance		02/16/22	1033.58	.00	ACH			
11/29/2021	02/04/22	10211	Maintenance		02/16/22	1406.35	.00	ACH			
				VENDOR TOTAL:		3059.78					
VENDOR:	1540	PERKINS EQUIP. & CHEMICAL CO									
1975	02/07/22	10177	Supplies		02/16/22	310.00	.00	CHK			
				VENDOR TOTAL:		310.00					
VENDOR:	1681	QUALITY ALUMINUM HOME IMPROV									
3853, 3854	02/01/22	0	Awnings		02/16/22	6753.19	.00	ACH			
				VENDOR TOTAL:		6753.19					
VENDOR:	1700	QUILL									
22028174	02/04/22	10210	Supplies		02/16/22	553.95	.00	ACH			
22031318	02/04/22	10209	Supplies		02/16/22	26.99	.00	ACH			
22744889	02/04/22	10207	Supplies		02/16/22	19.00	.00	ACH			
				VENDOR TOTAL:		599.94					
VENDOR:	1818	UNITED RENTALS, INC.									
01/31/22 STMT	02/03/22	0	Credit on Account		02/16/22	57.00-	.00	ACH			
163327879-045	01/27/22	10106	Equipment Rental		02/16/22	1395.01	.00	ACH			
				VENDOR TOTAL:		1338.01					
VENDOR:	1886	MERIDIAN COOPERATIVE INC									
7861	02/07/22	0	Billing services		02/16/22	40435.13	.00	ACH			
				VENDOR TOTAL:		40435.13					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1887	S & S LINE SERVICE INC									
2375-2376	02/02/22	0	ROW Clearing		02/16/22	5874.80	.00	ACH			
2377-2378	02/07/22	0	ROW Clearing		02/16/22	5874.80	.00	ACH			
				VENDOR TOTAL:		11749.60					
VENDOR:	1891	S & K DOOR & SPECIALTY CO									
75853	02/04/22	10201	Repair		02/16/22	185.00	.00	ACH			
				VENDOR TOTAL:		185.00					
VENDOR:	1905	STARKVILLE AUTO PARTS									
5151-150022	02/01/22	10187	Maintenance		02/16/22	62.95	.00	CHK			
				VENDOR TOTAL:		62.95					
VENDOR:	1927	STAPLES BUSINESS CREDIT									
1/25/22 STMT	02/01/22	0	Office Supplies		02/16/22	150.14	.00	CHK			
				VENDOR TOTAL:		150.14					
VENDOR:	1931	STARKVILLE SANITATION DEPT									
JAN 2022	02/01/22	0	Sanitation Collections		02/16/22	271068.50	.00	CHK			
				VENDOR TOTAL:		271068.50					
VENDOR:	1933	STARKVILLE WATER DEPT									
JAN 2022	02/01/22	0	Water-Sewer Collections		02/16/22	651306.07	.00	ACH			
				VENDOR TOTAL:		651306.07					
VENDOR:	1940	STUART C. IRBY									
S012640015.002	02/02/22	9954	Materials		02/16/22	6363.50	.00	ACH			
S012824094.001	02/02/22	10165	Materials		02/16/22	1685.61	.00	ACH			
S012824094.002	02/02/22	10165	Materials		02/16/22	482.80	.00	ACH			
				VENDOR TOTAL:		8531.91					
VENDOR:	1943	SOUTHERN TELECOMMUNICATIONS									
JAN 2022	02/07/22	0	Phone bill		02/16/22	372.81	.00	CHK			
				VENDOR TOTAL:		372.81					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2021	TCC FACILITIES MANAGMENT INC										
4523	02/03/22	0	Janitorial services		02/16/22	450.00		.00	ACH			
				VENDOR TOTAL:			450.00					
VENDOR:	2098	ULINE										
144532935	02/04/22	10195	Supplies		02/16/22	405.93		.00	ACH			
				VENDOR TOTAL:			405.93					
VENDOR:	2104	UPS										
12031F052	02/07/22	0	Postage		02/16/22	35.82		.00	CHK			
				VENDOR TOTAL:			35.82					
VENDOR:	2116	UTILITECH										
2590	02/07/22	0	Product Development and Supp		02/16/22	500.00		.00	ACH			
				VENDOR TOTAL:			500.00					
VENDOR:	2117	UTILITY MAINT SPECIALIST INC										
4579	02/08/22	0	Substation Testing		02/16/22	1710.00		.00	ACH			
				VENDOR TOTAL:			1710.00					
VENDOR:	2118	BORDER STATES ELECTRIC										
923627182	02/04/22	10180	Materials		02/16/22	1050.00		.00	ACH			
				VENDOR TOTAL:			1050.00					
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.										
00396319	02/04/22	10140	Supplies		02/16/22	40.80		.00	ACH			
				VENDOR TOTAL:			40.80					
VENDOR:	2122	UPCHURCH SERVICES LLC										
196609, 197347	02/08/22	0	HVAC Repairs		02/16/22	5841.72		.00	ACH			
				VENDOR TOTAL:			5841.72					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	VENDOR TOTAL	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2210		VERIZON WIRELESS									
989811532	02/08/22	0	AMI M2M Data Usage		02/16/22	727.49		.00	CHK			
9898515258	02/08/22	0	Phone bill 2821-01		02/16/22	786.32		.00	CHK			
				VENDOR TOTAL:			1513.81					
VENDOR:	2300		WALMART COMMUNITY BRC									
1/19/22 STMT	02/01/22	0	Supplies		02/16/22	635.47		.00	CHK			
				VENDOR TOTAL:			635.47					
VENDOR:	2303		WATERMARK PRINTERS									
14601	02/01/22	0	Office supplies		02/16/22	61.00		.00	ACH			
				VENDOR TOTAL:			61.00					
VENDOR:	2305		WASTE PRO									
0000234552	02/07/22	10160	Dumpster		02/16/22	408.91		.00	ACH			
				VENDOR TOTAL:			408.91					
VENDOR:	2334		WORSHAM BROTHERS CONSTR LLC									
RFP#17- 1/31/22	02/01/22	0	Operations Center Constructi		02/16/22	52725.00		.00	ACH			
				VENDOR TOTAL:			52725.00					
VENDOR:	99009767		ORLANDO SMITH									
2/04/22	02/08/22	0	Physical for CDL License		02/16/22	85.00		.00	ACH			
				VENDOR TOTAL:			85.00					
VENDOR:	99009971		SERVICEMASTER RESTORATION									
220167	02/07/22	0	Janitorial cleaning		02/16/22	438.00		.00	ACH			
				VENDOR TOTAL:			438.00					
VENDOR:	99010005		MSU EXTENSION SERVICE - CGD									
GCD3141-0001	01/28/22	0	Booklets		02/14/22	70.00		.00	CHK			
				VENDOR TOTAL:			70.00					

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:		1389844.11					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	4		INNOVATIVE BROADCAST SERVICE								
002238	02/04/22	5225	Maintenance		02/16/22	1636.20	.00	ACH			
				VENDOR TOTAL:		1636.20					
VENDOR:	57		ALLIED UNIVERSAL CORPORATION								
I2756819	01/31/22	6645	Chlorine		02/16/22	910.26	.00	ACH			
I2756820	01/31/22	6645	Chlorine		02/16/22	910.26	.00	ACH			
I2756821	01/31/22	6645	Chlorine		02/16/22	1482.26	.00	ACH			
				VENDOR TOTAL:		3302.78					
VENDOR:	121		AMERICAN WATER WORKS ASSOC								
1/01/22	02/01/22	0	Annual membership dues		02/16/22	248.00	.00	CHK			
				VENDOR TOTAL:		248.00					
VENDOR:	186		BRENNTAG MID-SOUTH								
BMS37410	02/07/22	6679	Chemicals		02/16/22	557.00	.00	ACH			
				VENDOR TOTAL:		557.00					
VENDOR:	189		BANCORPSOUTH-2012 BONDS								
2/01/22	02/01/22	0	2.6M GO Bond Payment		02/16/22	16904.52	.00	CHK			
				VENDOR TOTAL:		16904.52					
VENDOR:	202		BELL BUILDING SUPPLY								
338737	01/27/22	6669	Materials		02/16/22	70.53	.00	ACH			
338749	01/27/22	6669	Materials		02/16/22	35.94	.00	ACH			
338981	01/31/22	6682	Supplies		02/16/22	155.10	.00	ACH			
				VENDOR TOTAL:		261.57					
VENDOR:	208		BERRY ELECTRIC, LLC								
004667	02/04/22	6701	Maintenance		02/16/22	938.00	.00	ACH			
				VENDOR TOTAL:		938.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY									
3120240-000-000	02/04/22	6662 Materials		02/16/22	128.00		.00	ACH			
3120290-000-000	01/31/22	6673 Materials		02/16/22	505.00		.00	ACH			
3120342-000-000	02/04/22	6685 Materials		02/16/22	714.00		.00	ACH			
			VENDOR TOTAL:			1347.00					
VENDOR:	400	IVY AUTO PARTS									
679474	01/31/22	6675 Maintenance		02/16/22	59.97		.00	ACH			
			VENDOR TOTAL:			59.97					
VENDOR:	455	EXELL WATER & COFFEE, INC.									
629246	02/01/22	5205 Water		02/16/22	22.58		.00	ACH			
632990	02/02/22	5205 Rental		02/16/22	11.00		.00	ACH			
			VENDOR TOTAL:			33.58					
VENDOR:	496	EAST MISS LUMBER									
E96124	02/01/22	5210 Warehouse Shelving		02/16/22	3545.08		.00	CHK			
E96355	02/03/22	5210 Warehouse Shelving		02/16/22	95.93		.00	CHK			
			VENDOR TOTAL:			3641.01					
VENDOR:	498	PUMPELLY OIL ACQUISTION LLC									
W381463-IN	01/27/22	6591 Maintenance		02/16/22	1117.05		.00	ACH			
			VENDOR TOTAL:			1117.05					
VENDOR:	605	FERGUSON ENTERPRISES LLC									
1407939-2	02/01/22	6395 Materials		02/16/22	326.20		.00	ACH			
732220	02/02/22	6651 Materials		02/16/22	3320.00		.00	ACH			
			VENDOR TOTAL:			3646.20					
VENDOR:	606	4-COUNTY EPA									
JAN 2022	02/07/22	0 Utilities expense		02/16/22	12687.48		.00	CHK			
			VENDOR TOTAL:			12687.48					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	620	G & C SUPPLY CO., INC.										
6850368	02/04/22	6520	Supplies		02/16/22	1206.75		.00	ACH			
				VENDOR TOTAL:			1206.75					
VENDOR:	637	FISHER SCIENTIFIC										
8268844	01/27/22	6618	Lab Supplies		02/16/22	334.04		.00	ACH			
				VENDOR TOTAL:			334.04					
VENDOR:	690	GARVER LLC										
19W10280-27	02/02/22	0	Engineering-Green Oaks 1&2		02/16/22	6200.00		.00	ACH			
21W10050-1	02/02/22	0	Engineering-Green Oaks South		02/16/22	14000.00		.00	ACH			
21W10060-2	02/02/22	0	Engineering-Rolling Hills		02/16/22	10000.00		.00	ACH			
				VENDOR TOTAL:			30200.00					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER										
1018-156188	01/31/22	6672	Maintenance		02/16/22	2098.73		.00	ACH			
1018-156259	01/31/22	6677	Maintenance		02/16/22	72.01		.00	ACH			
STMT 12/26/21 #1	02/04/22	0	Credit on Account		02/16/22	753.67-		.00	ACH			
STMT12/26/21 #2	02/04/22	0	Credit on account		02/16/22	660.53-		.00	ACH			
				VENDOR TOTAL:			756.54					
VENDOR:	720	GLOBAL INDUSTRIAL										
118670071	01/27/22	5191	Supplies		02/16/22	1719.94		.00	ACH			
				VENDOR TOTAL:			1719.94					
VENDOR:	765	HYDRA SERVICE, INC.										
154455	02/07/22	5224	Pump Rental		02/16/22	19143.00		.00	ACH			
155257	01/27/22	6671	Materials		02/16/22	437.00		.00	ACH			
155385	02/02/22	6688	Materials		02/16/22	316.00		.00	ACH			
155390	02/02/22	6689	Materials		02/16/22	506.00		.00	ACH			
				VENDOR TOTAL:			20402.00					
VENDOR:	815	HOWARD TECHNOLOGY SOLUTIONS										
22-00540466	02/03/22	5214	I.T. Supplies		02/16/22	452.00		.00	ACH			
22-00540499	02/04/22	6640	I.T. Supplies		02/16/22	1062.00		.00	ACH			
22-00540501	02/04/22	6640	I.T. Supplies		02/16/22	366.00		.00	ACH			

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22-00541109	02/07/22	5215	IT Supplies		02/16/22	247.00	.00	ACH			
22-0054502	02/04/22	6640	I.T. Supplies		02/16/22	247.00	.00	ACH			
				VENDOR TOTAL:		2374.00					
VENDOR:	825	H & H CONSTRUCTION & EXC LLC									
1274	02/07/22	5232	Water & Sewer repairs		02/16/22	1605.00	.00	ACH			
1275	02/07/22	5230	Water & Sewer repairs		02/16/22	745.00	.00	ACH			
1276	02/07/22	5235	Cotton Row Sewer Replacement		02/16/22	35746.00	.00	ACH			
1277	02/07/22	5233	Water & Sewer repairs		02/16/22	1912.00	.00	ACH			
1278	02/07/22	5228	Water & Sewer repairs		02/16/22	530.00	.00	ACH			
1279	02/07/22	5226	Water & Sewer repairs		02/16/22	530.00	.00	ACH			
1280	02/07/22	5234	Water & Sewer repairs		02/16/22	5791.00	.00	ACH			
				VENDOR TOTAL:		46859.00					
VENDOR:	1017	J & P CONSTRUCTION CO INC									
RFP#19 - FINAL	02/03/22	0	WWTP Biosolids Construction		02/16/22	87451.00	.00	ACH			
				VENDOR TOTAL:		87451.00					
VENDOR:	1205	LOWE'S									
9009831	02/04/22	6696	Supplies		02/16/22	29.87	.00	CHK			
				VENDOR TOTAL:		29.87					
VENDOR:	1329	NORTH CENTRAL LABORATORIES									
465403	01/27/22	6616	Lab Supplies		02/16/22	291.95	.00	ACH			
				VENDOR TOTAL:		291.95					
VENDOR:	1341	MS DEVELOPMENT AUTHORITY									
2/01/22	02/01/22	0	CAP Loan Payments		02/16/22	27070.29	.00	CHK			
				VENDOR TOTAL:		27070.29					
VENDOR:	1366	MS CROSS CONNECTION									
29846	02/02/22	6691	CCC Program		02/16/22	278.00	.00	ACH			
				VENDOR TOTAL:		278.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1396	NEEL-SCHAFFER										
1077378	02/03/22	0	Engineering		02/16/22	615.00		.00	CHK			
				VENDOR TOTAL:			615.00					
VENDOR:	1407	NEXT STEP INNOVATION										
NSI21557	02/04/22	5153	Printer		02/16/22	459.00		.00	ACH			
				VENDOR TOTAL:			459.00					
VENDOR:	1525	OKTIBBEHA COUNTY COOP										
752663	01/27/22	6664	Uniforms		02/16/22	230.30		.00	ACH			
752675	01/27/22	6664	Uniforms		02/16/22	13.33		.00	ACH			
753362	01/31/22	6683	Supplies		02/16/22	15.00		.00	ACH			
753941	02/01/22	6684	Top Soil		02/16/22	111.00		.00	ACH			
754625	02/04/22	6702	Uniforms		02/16/22	127.22		.00	ACH			
755302	02/07/22	6706	Top Soil		02/16/22	27.00		.00	ACH			
				VENDOR TOTAL:			523.85					
VENDOR:	1620	POLLAN PROMOS										
22026	01/27/22	6647	Uniforms		02/16/22	356.00		.00	ACH			
				VENDOR TOTAL:			356.00					
VENDOR:	1815	UNITED LABORATORIES INC.										
339897	02/02/22	6668	Supplies		02/16/22	706.96		.00	ACH			
				VENDOR TOTAL:			706.96					
VENDOR:	1884	STARKVILLE GARBAGE										
1/25/22	02/03/22	0	Garbage disposal-600137		02/16/22	94.50		.00	CHK			
				VENDOR TOTAL:			94.50					
VENDOR:	1892	S&N AIROFLO INC										
18335	02/01/22	6686	Aerator Rental		02/16/22	3300.00		.00	ACH			
18359	02/01/22	5219	Aerator Rental		02/16/22	4400.00		.00	ACH			
18379	02/07/22	5229	Aerator Rental		02/16/22	4400.00		.00	ACH			
				VENDOR TOTAL:			12100.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1905	STARKVILLE AUTO PARTS									
5151-140093	02/04/22	6687	Maintenance		02/16/22	200.92	.00	CHK			
5151-149903	01/27/22	6665	Maintenance		02/16/22	106.86	.00	CHK			
5151-149918	01/27/22	6665	Maintenance		02/16/22	37.21	.00	CHK			
5151-149944	01/31/22	6670	Maintenance		02/16/22	24.58	.00	CHK			
5151-149953	01/31/22	6674	Maintenance		02/16/22	85.51	.00	CHK			
5151-150001	01/31/22	6680	Maintenance		02/16/22	162.91	.00	CHK			
5151-150013	01/31/22	6680	Maintenance		02/16/22	54.96	.00	CHK			
5151-150125	02/04/22	6692	Maintenance		02/16/22	54.96	.00	CHK			
5151-150139	02/04/22	6698	Maintenance		02/16/22	29.98	.00	CHK			
				VENDOR TOTAL:		757.89					
VENDOR:	1945	SULLIVAN'S OFFICE SUPPLY									
70619	02/07/22	6705	Supplies		02/16/22	229.06	.00	ACH			
				VENDOR TOTAL:		229.06					
VENDOR:	2000	TALKING WARRIOR WATER ASSOC									
JAN 2022	02/01/22	0	TWWA Water Revenues		02/16/22	1429.60	.00	ACH			
				VENDOR TOTAL:		1429.60					
VENDOR:	2098	ULINE									
143693293	01/27/22	6646	Furniture & Supplies		02/16/22	1695.27	.00	ACH			
143738184	01/27/22	6646	Furniture & Supplies		02/16/22	1142.66	.00	ACH			
144003257	02/04/22	5212	Break Room Furnishings		02/16/22	1793.26	.00	ACH			
				VENDOR TOTAL:		4631.19					
VENDOR:	2104	UPS									
24W1X6042	02/02/22	0	Postage		02/16/22	49.48	.00	CHK			
24W1X6052	02/07/22	0	Postage		02/16/22	97.45	.00	CHK			
				VENDOR TOTAL:		146.93					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1064558	02/01/22	6609	Testing		02/16/22	252.00	.00	ACH			
1064664	02/04/22	6609	Testing		02/16/22	230.00	.00	ACH			
1064680	02/07/22	6609	Testing		02/16/22	252.00	.00	ACH			
				VENDOR TOTAL:		734.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TOTAL	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2309	WILLIAMS EQUIPMENT & SUPPLY										
S-3927928	02/07/22	6660	Maintenance		02/16/22	258.75		.00	ACH			
				VENDOR TOTAL:			258.75					
VENDOR:	2328	WOFFORD WATER SERVICE INC.										
12572	02/04/22	6648	Chemicals		02/16/22	6425.55		.00	ACH			
				VENDOR TOTAL:			6425.55					
				GRAND TOTAL:			294822.02					

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: Finance
AGENDA DATE: 2.15.22

SUBJECT: Request acceptance of the January 2022 financial statements of the City of Starkville, MS

REQUESTING DEPARTMENT: City Clerk Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT:

Lesa Hardin, City Clerk / CFO or David Wise, Comptroller – Starkville Utilities

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY:

SUGGESTED MOTION:
Acceptance of the January 2022 financial statements of the City of Starkville, MS

Budget Report

City of Starkville, MS

Preliminary - Unaudited

Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,340,000.00	8,340,000.00	2,188,891.96	3,128,021.08	-5,211,978.92	37.51 %
206 - LIEU OF TAXES	805,500.00	805,500.00	85,093.40	487,789.06	-317,710.94	60.56 %
220 - LICENSES AND PERMITS	259,000.00	259,000.00	42,723.95	173,803.89	-85,196.11	67.11 %
230 - INTERGOVERNMENTAL REVENUES	12,119,500.00	12,119,500.00	918,846.12	3,449,243.36	-8,670,256.64	28.46 %
250 - GRANTS	107,900.00	157,900.00	8,493.78	48,720.55	-109,179.45	30.86 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	7,885.17	23,918.09	-581.91	97.62 %
330 - FINES AND FORFEITS	462,500.00	462,500.00	51,793.00	177,191.23	-285,308.77	38.31 %
340 - MISCELLANEOUS	581,750.00	581,750.00	69,920.92	329,445.96	-252,304.04	56.63 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	0.00	200.00	-1,300.00	13.33 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,920,000.00	4,920,000.00	113,750.00	523,678.45	-4,396,321.55	10.64 %
631 - ODDFELLOWS	10,500.00	10,500.00	26.46	104.68	-10,395.32	1.00 %
Department: 000 - UNDESIGNATED Total:	**27,632,650.00**	**27,682,650.00**	**3,487,424.76**	**8,342,116.35**	**-19,340,533.65**	**30.13 %**
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	204,100.00	204,100.00	11,228.16	67,046.31	137,053.69	32.85 %
600 - CONTRACTUAL SERVICES	16,500.00	16,500.00	1,355.12	3,296.08	13,203.92	19.98 %
Department: 100 - BOARD OF ALDERMEN Total:	**220,600.00**	**220,600.00**	**12,583.28**	**70,342.39**	**150,257.61**	**31.89 %**
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	345,130.00	345,130.00	25,403.64	126,565.70	218,564.30	36.67 %
500 - SUPPLIES	10,000.00	10,000.00	0.00	770.37	9,229.63	7.70 %
600 - CONTRACTUAL SERVICES	23,000.00	23,000.00	7,190.27	11,043.98	11,956.02	48.02 %
900 - CAPITAL OUTLAY	78,500.00	78,500.00	0.00	9,391.66	69,108.34	11.96 %
Department: 110 - MUNICIPAL COURT Total:	**456,630.00**	**456,630.00**	**32,593.91**	**147,771.71**	**308,858.29**	**32.36 %**
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	92,950.00	153.68	589.17	92,360.83	0.63 %
Department: 111 - YOUTH COURT Total:	**92,950.00**	**92,950.00**	**153.68**	**589.17**	**92,360.83**	**0.63 %**
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	153,120.00	153,120.00	11,966.53	52,962.72	100,157.28	34.59 %
500 - SUPPLIES	1,200.00	1,200.00	346.52	577.41	622.59	48.12 %
600 - CONTRACTUAL SERVICES	151,000.00	151,000.00	7,939.73	18,571.78	132,428.22	12.30 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	**305,820.00**	**305,820.00**	**20,252.78**	**72,111.91**	**233,708.09**	**23.58 %**
Department: 123 - IT						
400 - PERSONNEL SERVICES	336,400.00	336,400.00	25,522.26	114,452.39	221,947.61	34.02 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	118,250.00	118,250.00	37,562.29	78,533.03	39,716.97	66.41 %
900 - CAPITAL OUTLAY	90,000.00	90,000.00	20,835.00	46,735.41	43,264.59	51.93 %
Department: 123 - IT Total:	**545,150.00**	**545,150.00**	**83,919.55**	**239,720.83**	**305,429.17**	**43.97 %**
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	**500.00**	**500.00**	**0.00**	**0.00**	**500.00**	**0.00 %**
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	444,482.00	444,482.00	27,488.74	123,717.22	320,764.78	27.83 %
600 - CONTRACTUAL SERVICES	115,000.00	115,000.00	594.00	114,149.00	851.00	99.26 %
Department: 142 - CITY CLERKS OFFICE Total:	**559,482.00**	**559,482.00**	**28,082.74**	**237,866.22**	**321,615.78**	**42.52 %**
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	125.33	2,144.70	7,355.30	22.58 %
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	891.76	4,283.86	19,216.14	18.23 %

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	1,560.00	1,440.00	52.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	**37,000.00**	**37,000.00**	**1,017.09**	**7,988.56**	**29,011.44**	**21.59 %**
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	875.00	2,600.00	5,900.00	30.59 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	**8,500.00**	**8,500.00**	**875.00**	**2,600.00**	**5,900.00**	**30.59 %**
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	5,386.17	24,237.75	45,707.25	34.65 %
Department: 160 - ATTORNEY AND STAFF Total:	**69,945.00**	**69,945.00**	**5,386.17**	**24,237.75**	**45,707.25**	**34.65 %**
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	235,000.00	235,000.00	13,085.07	62,285.30	172,714.70	26.50 %
Department: 169 - LEGAL Total:	**235,000.00**	**235,000.00**	**13,085.07**	**62,285.30**	**172,714.70**	**26.50 %**
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	307,383.00	307,383.00	19,486.05	87,397.82	219,985.18	28.43 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	9.63	2,990.37	0.32 %
600 - CONTRACTUAL SERVICES	50,750.00	50,750.00	6,994.16	17,072.25	33,677.75	33.64 %
Department: 180 - HUMAN RESOURCES Total:	**361,133.00**	**361,133.00**	**26,480.21**	**104,479.70**	**256,653.30**	**28.93 %**
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	178,240.00	178,240.00	14,160.42	57,278.07	120,961.93	32.14 %
500 - SUPPLIES	1,100.00	1,100.00	113.99	573.66	526.34	52.15 %
600 - CONTRACTUAL SERVICES	122,150.00	122,150.00	3,572.71	13,124.15	109,025.85	10.74 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 190 - CITY PLANNER Total:	**321,490.00**	**321,490.00**	**17,847.12**	**70,975.88**	**250,514.12**	**22.08 %**
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	136,940.00	136,940.00	10,472.64	45,143.48	91,796.52	32.97 %
Department: 191 - EXTERNAL SERVICE Total:	**136,940.00**	**136,940.00**	**10,472.64**	**45,143.48**	**91,796.52**	**32.97 %**
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	430.82	1,564.71	3,935.29	28.45 %
600 - CONTRACTUAL SERVICES	89,500.00	89,500.00	4,514.44	34,054.52	55,445.48	38.05 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	896.50	2,689.50	25.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	**98,586.00**	**98,586.00**	**4,945.26**	**36,515.73**	**62,070.27**	**37.04 %**
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	13,499.00	6,501.00	67.50 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	6,250.00	22,500.00	44,428.00	33.62 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	12,000.00	20,000.00	37.50 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	**120,928.00**	**120,928.00**	**6,250.00**	**47,999.00**	**72,929.00**	**39.69 %**
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	1,400.00	5,600.00	20,400.00	21.54 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,600.00	6,400.00	13,600.00	32.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	**46,000.00**	**46,000.00**	**3,000.00**	**12,000.00**	**34,000.00**	**26.09 %**
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	406,430.00	406,430.00	33,104.43	143,981.55	262,448.45	35.43 %
500 - SUPPLIES	6,150.00	6,150.00	0.00	190.23	5,959.77	3.09 %
600 - CONTRACTUAL SERVICES	20,900.00	20,900.00	2,312.22	3,645.84	17,254.16	17.44 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 197 - ENGINEERING Total:	**443,480.00**	**443,480.00**	**35,416.65**	**147,817.62**	**295,662.38**	**33.33 %**
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,518,290.00	4,518,290.00	355,123.66	1,646,140.27	2,872,149.73	36.43 %
500 - SUPPLIES	452,500.00	452,500.00	32,804.39	185,245.47	267,254.53	40.94 %
600 - CONTRACTUAL SERVICES	564,750.00	564,750.00	108,332.46	248,297.62	316,452.38	43.97 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	14,475.80	-14,475.80	0.00 %
800 - DEBT SERVICE	147,000.00	147,000.00	36,741.00	73,482.00	73,518.00	49.99 %
900 - CAPITAL OUTLAY	127,700.00	192,700.00	0.00	9,619.41	183,080.59	4.99 %
Department: 201 - POLICE DEPARTMENT Total:	**5,810,240.00**	**5,875,240.00**	**533,001.51**	**2,177,260.57**	**3,697,979.43**	**37.06 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	290,500.00	290,500.00	19,643.67	87,373.76	203,126.24	30.08 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	1,036.86	463.14	69.12 %
Department: 245 - DISPATCHERS Total:	**292,000.00**	**292,000.00**	**19,643.67**	**88,410.62**	**203,589.38**	**30.28 %**
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	103,210.00	103,210.00	8,680.46	37,229.45	65,980.55	36.07 %
500 - SUPPLIES	2,750.00	2,750.00	0.00	398.15	2,351.85	14.48 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 246 - CODE ENFORCEMENT Total:	**110,960.00**	**110,960.00**	**8,680.46**	**37,627.60**	**73,332.40**	**33.91 %**
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	134,230.00	134,230.00	12,166.08	47,367.93	86,862.07	35.29 %
Department: 254 - DUI GRANT Total:	**134,230.00**	**134,230.00**	**12,166.08**	**47,367.93**	**86,862.07**	**35.29 %**
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,222,685.00	4,222,685.00	317,399.49	1,435,393.29	2,787,291.71	33.99 %
500 - SUPPLIES	133,750.00	133,750.00	5,735.35	37,815.02	95,934.98	28.27 %
600 - CONTRACTUAL SERVICES	276,500.00	276,500.00	62,113.55	122,850.00	153,650.00	44.43 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	50,000.00	0.00	5,122.50	44,877.50	10.25 %
800 - DEBT SERVICE	99,350.00	99,350.00	0.00	113,132.35	-13,782.35	113.87 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	1,883.00	14,819.69	35,180.31	29.64 %
Department: 261 - FIRE DEPARTMENT Total:	**4,782,285.00**	**4,832,285.00**	**387,131.39**	**1,729,132.85**	**3,103,152.15**	**35.78 %**
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	263,390.00	263,390.00	20,634.56	91,164.25	172,225.75	34.61 %
500 - SUPPLIES	7,000.00	7,000.00	212.44	1,245.96	5,754.04	17.80 %
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	2,815.85	4,883.93	12,116.07	28.73 %
800 - DEBT SERVICE	6,935.00	6,935.00	902.74	2,256.86	4,678.14	32.54 %
Department: 281 - BUILDING/CODES OFFICE Total:	**294,325.00**	**294,325.00**	**24,565.59**	**99,551.00**	**194,774.00**	**33.82 %**
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	253.67	10,347.84	7,152.16	59.13 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	-6,062.14	6,062.14	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**18,150.00**	**18,150.00**	**253.67**	**4,285.70**	**13,864.30**	**23.61 %**
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	938,370.00	938,370.00	59,871.59	275,678.25	662,691.75	29.38 %
500 - SUPPLIES	183,750.00	183,750.00	26,957.51	89,303.38	94,446.62	48.60 %
600 - CONTRACTUAL SERVICES	589,500.00	589,500.00	54,158.55	160,613.89	428,886.11	27.25 %
800 - DEBT SERVICE	98,675.00	98,675.00	17,758.21	43,770.75	54,904.25	44.36 %
900 - CAPITAL OUTLAY	60,000.00	60,000.00	0.00	2,069.68	57,930.32	3.45 %
Department: 301 - STREET DEPARTMENT Total:	**1,870,295.00**	**1,870,295.00**	**158,745.86**	**571,435.95**	**1,298,859.05**	**30.55 %**
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	94,180.00	94,180.00	7,710.62	35,434.05	58,745.95	37.62 %
500 - SUPPLIES	3,500.00	3,500.00	2,022.65	2,846.51	653.49	81.33 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	2,678.95	2,188.56	3,361.44	39.43 %
900 - CAPITAL OUTLAY	185,000.00	185,000.00	46,250.00	92,500.00	92,500.00	50.00 %
Department: 360 - ANIMAL CONTROL Total:	**288,230.00**	**288,230.00**	**58,662.22**	**132,969.12**	**155,260.88**	**46.13 %**
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	10,000.00	10,000.00	50.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	**20,000.00**	**20,000.00**	**5,000.00**	**10,000.00**	**10,000.00**	**50.00 %**
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	1,065,310.00	1,065,310.00	0.00	116,679.36	948,630.64	10.95 %
500 - SUPPLIES	175,000.00	175,000.00	6,536.74	23,878.56	151,121.44	13.64 %
600 - CONTRACTUAL SERVICES	467,100.00	467,100.00	76,042.10	130,279.43	336,820.57	27.89 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	4,489.00	13,467.00	25.00 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	**1,745,366.00**	**1,745,366.00**	**82,578.84**	**275,326.35**	**1,470,039.65**	**15.77 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
900 - CAPITAL OUTLAY	2,355,000.00	2,355,000.00	221,936.36	926,026.75	1,428,973.25	39.32 %
Department: 600 - CAPITAL PROJECTS Total:	**2,365,000.00**	**2,365,000.00**	**221,936.36**	**926,026.75**	**1,438,973.25**	**39.16 %**
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	270,000.00	270,000.00	62,500.00	125,000.00	145,000.00	46.30 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	**334,000.00**	**334,000.00**	**62,500.00**	**185,500.00**	**148,500.00**	**55.54 %**
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,662,412.00	2,662,412.00	1,940.00	315,819.48	2,346,592.52	11.86 %
Department: 800 - DEBT SERVICE Total:	**2,662,412.00**	**2,662,412.00**	**1,940.00**	**315,819.48**	**2,346,592.52**	**11.86 %**
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,845,023.00	2,780,023.00	0.00	0.00	2,780,023.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	**2,845,023.00**	**2,780,023.00**	**0.00**	**0.00**	**2,780,023.00**	**0.00 %**
Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**0.00**	**1,608,257.96**	**410,957.18**	**410,957.18**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	11,500.00	11,500.00	0.00	2,323.00	-9,177.00	20.20 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**21,500.00**	**21,500.00**	**0.00**	**2,323.00**	**-19,177.00**	**10.80 %**
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	112.66	4,887.34	2.25 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	**21,500.00**	**21,500.00**	**0.00**	**112.66**	**21,387.34**	**0.52 %**
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**2,210.34**	**2,210.34**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	139,000.00	139,000.00	4,070.01	150,505.36	11,505.36	108.28 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**269,000.00**	**269,000.00**	**4,070.01**	**150,505.36**	**-118,494.64**	**55.95 %**
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	500.00	500.00	0.00	1,766.50	-1,266.50	353.30 %
800 - DEBT SERVICE	263,250.00	263,250.00	40,954.00	182,891.85	80,358.15	69.47 %
900 - CAPITAL OUTLAY	5,250.00	5,250.00	0.00	0.00	5,250.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	**269,000.00**	**269,000.00**	**40,954.00**	**184,658.35**	**84,341.65**	**68.65 %**
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	**0.00**	**0.00**	**-36,883.99**	**-34,152.99**	**-34,152.99**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	7,982.00	-62,969.00	11.25 %
340 - MISCELLANEOUS	30,500.00	30,500.00	2,250.00	8,509.17	-21,990.83	27.90 %
360 - CHARGES FOR SERVICES	509,250.00	509,250.00	47,652.14	285,221.41	-224,028.59	56.01 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**1,310,701.00**	**1,310,701.00**	**49,902.14**	**301,712.58**	**-1,008,988.42**	**23.02 %**
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	170,300.00	170,300.00	6,532.49	40,959.21	129,340.79	24.05 %
500 - SUPPLIES	419,000.00	419,000.00	23,458.03	202,153.27	216,846.73	48.25 %
600 - CONTRACTUAL SERVICES	104,850.00	104,850.00	24,241.02	58,253.38	46,596.62	55.56 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	2,453.09	-2,453.09	0.00 %
900 - CAPITAL OUTLAY	616,551.00	616,551.00	0.00	0.00	616,551.00	0.00 %
Department: 505 - AIRPORT Total:	**1,310,701.00**	**1,310,701.00**	**54,231.54**	**303,818.95**	**1,006,882.05**	**23.18 %**
Fund: 015 - AIRPORT FUND Surplus (Deficit):	**0.00**	**0.00**	**-4,329.40**	**-2,106.37**	**-2,106.37**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	145,556.00	145,556.00	0.00	19,439.98	-126,116.02	13.36 %
Department: 000 - UNDESIGNATED Total:	**145,556.00**	**145,556.00**	**0.00**	**19,439.98**	**-126,116.02**	**13.36 %**
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	49,414.00	49,414.00	0.00	18,423.37	30,990.63	37.28 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	96,142.00	96,142.00	0.00	19,602.91	76,539.09	20.39 %
Department: 515 - RESTRICTED PROJECTS Total:	**145,556.00**	**145,556.00**	**0.00**	**38,026.28**	**107,529.72**	**26.12 %**
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-18,586.30**	**-18,586.30**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,000.00	2,800,000.00	250,161.84	972,978.68	-1,827,021.32	34.75 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**3,100,000.00**	**3,100,000.00**	**250,161.84**	**972,978.68**	**-2,127,021.32**	**31.39 %**
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,564,361.00	1,564,361.00	109,791.55	521,006.94	1,043,354.06	33.30 %
500 - SUPPLIES	240,500.00	240,500.00	15,762.73	63,986.82	176,513.18	26.61 %
600 - CONTRACTUAL SERVICES	844,600.00	844,600.00	97,894.71	316,754.59	527,845.41	37.50 %
800 - DEBT SERVICE	298,702.00	298,702.00	27,940.95	102,636.45	196,065.55	34.36 %
900 - CAPITAL OUTLAY	151,837.00	151,837.00	4,000.00	8,000.00	143,837.00	5.27 %
Department: 322 - SANITATION DEPARTMENT Total:	**3,100,000.00**	**3,100,000.00**	**255,389.94**	**1,012,384.80**	**2,087,615.20**	**32.66 %**
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	**0.00**	**0.00**	**-5,228.10**	**-39,406.12**	**-39,406.12**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	440,000.00	440,000.00	23,464.65	74,565.02	-365,434.98	16.95 %
Department: 000 - UNDESIGNATED Total:	**441,000.00**	**441,000.00**	**23,464.65**	**74,565.02**	**-366,434.98**	**16.91 %**
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	221,000.00	221,000.00	0.00	0.00	221,000.00	0.00 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	0.00	220,000.00	0.00 %
Department: 323 - LANDFILL Total:	**441,000.00**	**441,000.00**	**0.00**	**0.00**	**441,000.00**	**0.00 %**
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	**0.00**	**0.00**	**23,464.65**	**74,565.02**	**74,565.02**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	50,000.00	50,000.00	0.00	9,226.75	-40,773.25	18.45 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**90,000.00**	**90,000.00**	**0.00**	**9,226.75**	**-80,773.25**	**10.25 %**
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	90,000.00	90,000.00	175.00	12,178.73	77,821.27	13.53 %
Department: 112 - COMPUTER ASSESMENTS Total:	**90,000.00**	**90,000.00**	**175.00**	**12,178.73**	**77,821.27**	**13.53 %**
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	**0.00**	**0.00**	**-175.00**	**-2,951.98**	**-2,951.98**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - MODERIZATION USE TAX						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000,000.00	1,000,000.00	746,892.34	746,892.34	-253,107.66	74.69 %
Department: 000 - UNDESIGNATED Total:	**1,000,000.00**	**1,000,000.00**	**746,892.34**	**746,892.34**	**-253,107.66**	**74.69 %**
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	**1,000,000.00**	**1,000,000.00**	**0.00**	**0.00**	**1,000,000.00**	**0.00 %**
Fund: 120 - MODERIZATION USE TAX Surplus (Deficit):	**0.00**	**0.00**	**746,892.34**	**746,892.34**	**746,892.34**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,500.00	2,500.00	76.71	417.50	-2,082.50	16.70 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**702,500.00**	**702,500.00**	**76.71**	**417.50**	**-702,082.50**	**0.06 %**
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	702,500.00	702,500.00	346,017.48	478,783.01	223,716.99	68.15 %
Department: 600 - CAPITAL PROJECTS Total:	**702,500.00**	**702,500.00**	**346,017.48**	**478,783.01**	**223,716.99**	**68.15 %**
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	**0.00**	**0.00**	**-345,940.77**	**-478,365.51**	**-478,365.51**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 309 - AMERICAN RELIEF FUND						
Department: 000 - UNDESIGNATED						
250 - GRANTS	3,153,333.10	3,153,333.10	0.00	0.00	-3,153,333.10	0.00 %
340 - MISCELLANEOUS	0.00	0.00	370.75	2,172.73	2,172.73	0.00 %
Department: 000 - UNDESIGNATED Total:	**3,153,333.10**	**3,153,333.10**	**370.75**	**2,172.73**	**-3,151,160.37**	**0.07 %**
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	3,150,333.10	3,150,333.10	0.00	0.00	3,150,333.10	0.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	41,484.00	-38,484.00	1,382.80 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	**3,153,333.10**	**3,153,333.10**	**0.00**	**41,484.00**	**3,111,849.10**	**1.32 %**
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	**0.00**	**0.00**	**370.75**	**-39,311.27**	**-39,311.27**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - LINKAGE TAP PROJECT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**-30,000.00**	**0.00 %**
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	30,000.00	30,000.00	0.00	13,389.45	16,610.55	44.63 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	**30,000.00**	**30,000.00**	**0.00**	**13,389.45**	**16,610.55**	**44.63 %**
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-13,389.45**	**-13,389.45**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,500.00	1,500.00	47.57	63,490.17	61,990.17	4,232.68 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,000,000.00	1,000,000.00	-2,802.50	-2,802.50	-1,002,802.50	0.28 %
Department: 000 - UNDESIGNATED Total:	**1,001,500.00**	**1,001,500.00**	**-2,754.93**	**60,687.67**	**-940,812.33**	**6.06 %**
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	996,500.00	996,500.00	3,625.00	77,405.04	919,094.96	7.77 %
Department: 600 - CAPITAL PROJECTS Total:	**1,001,500.00**	**1,001,500.00**	**3,625.00**	**77,405.04**	**924,094.96**	**7.73 %**
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	**0.00**	**0.00**	**-6,379.93**	**-16,717.37**	**-16,717.37**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,825,000.00	1,825,000.00	216,018.78	912,077.30	-912,922.70	49.98 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**3,325,000.00**	**3,325,000.00**	**216,018.78**	**912,077.30**	**-2,412,922.70**	**27.43 %**
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	0.00	0.00	59,996.75	-59,996.75	0.00 %
800 - DEBT SERVICE	1,487,955.00	1,487,955.00	0.00	113,173.25	1,374,781.75	7.61 %
900 - CAPITAL OUTLAY	1,637,045.00	1,637,045.00	0.00	0.00	1,637,045.00	0.00 %
950 - TRANSFERS	200,000.00	200,000.00	0.00	50,000.00	150,000.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	**3,325,000.00**	**3,325,000.00**	**0.00**	**223,170.00**	**3,101,830.00**	**6.71 %**
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	**0.00**	**0.00**	**216,018.78**	**688,907.30**	**688,907.30**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	1,500,000.00	0.00	851,690.98	-648,309.02	56.78 %
Department: 000 - UNDESIGNATED Total:	**1,500,000.00**	**1,500,000.00**	**0.00**	**851,690.98**	**-648,309.02**	**56.78 %**
Department: 318 - MS182/MLK						
500 - SUPPLIES	0.00	0.00	0.00	222.80	-222.80	0.00 %
600 - CONTRACTUAL SERVICES	900,000.00	900,000.00	43,868.12	140,957.55	759,042.45	15.66 %
900 - CAPITAL OUTLAY	600,000.00	600,000.00	0.00	0.00	600,000.00	0.00 %
Department: 318 - MS182/MLK Total:	**1,500,000.00**	**1,500,000.00**	**43,868.12**	**141,180.35**	**1,358,819.65**	**9.41 %**
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	**0.00**	**0.00**	**-43,868.12**	**710,510.63**	**710,510.63**	**0.00 %**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	71,330.28	76,098.79	66,098.79	760.99 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	17,990,000.00	17,990,000.00	0.00	0.00	-17,990,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	**18,000,000.00**	**18,000,000.00**	**71,330.28**	**76,098.79**	**-17,923,901.21**	**0.42 %**
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	913,466.00	913,466.00	26,143.00	615,034.39	298,431.61	67.33 %
900 - CAPITAL OUTLAY	17,086,534.00	17,086,534.00	1,649,676.96	3,554,117.30	13,532,416.70	20.80 %
Department: 551 - PARK & REC TOURISM Total:	**18,000,000.00**	**18,000,000.00**	**1,675,819.96**	**4,169,151.69**	**13,830,848.31**	**23.16 %**
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	**0.00**	**0.00**	**-1,604,489.68**	**-4,093,052.90**	**-4,093,052.90**	**0.00 %**
Report Surplus (Deficit):	**0.00**	**0.00**	**547,709.49**	**-2,103,997.45**	**-2,103,997.45**	**0.00 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	1,608,257.96	410,957.18	410,957.18
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	2,210.34	2,210.34
003 - RESTRICTED FIRE FUND	0.00	0.00	-36,883.99	-34,152.99	-34,152.99
015 - AIRPORT FUND	0.00	0.00	-4,329.40	-2,106.37	-2,106.37
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	-18,586.30	-18,586.30
022 - ENVIRONMENTAL SERVICES	0.00	0.00	-5,228.10	-39,406.12	-39,406.12
023 - LANDFILL ACCOUNT	0.00	0.00	23,464.65	74,565.02	74,565.02
107 - COMPUTER ASSESSMENTS	0.00	0.00	-175.00	-2,951.98	-2,951.98
120 - MODERIZATION USE TAX	0.00	0.00	746,892.34	746,892.34	746,892.34
303 - INDUSTRIAL PARK BOND	0.00	0.00	-345,940.77	-478,365.51	-478,365.51
309 - AMERICAN RELIEF FUND	0.00	0.00	370.75	-39,311.27	-39,311.27
310 - LINKAGE TAP PROJECT	0.00	0.00	0.00	-13,389.45	-13,389.45
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-6,379.93	-16,717.37	-16,717.37
375 - PARK AND REC TOURISM	0.00	0.00	216,018.78	688,907.30	688,907.30
377 - BUILD GRANT MS 182 / MLK C	0.00	0.00	-43,868.12	710,510.63	710,510.63
380 - PARK BONDS 2020	0.00	0.00	-1,604,489.68	-4,093,052.90	-4,093,052.90
Report Surplus (Deficit):	**0.00**	**0.00**	**547,709.49**	**-2,103,997.45**	**-2,103,997.45**

Starkville Utilities – Electric Department
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending January 31, 2022

**PRELIMINARY

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Electric Sales	$ 40,075,000	$ 3,552,429	$ 10,120,567	(29,954,433)	25.25%
Other Revenue	1,917,000	136,912	382,394	(1,534,606)	19.95%
Total Revenue	**$ 41,992,000**	**$ 3,689,341**	**$ 10,502,961**	**(31,489,039)**	**25.01%**
Expenses					
Purchased Power Expense	$ 31,000,000	$ 2,729,301	$ 7,574,405	23,425,595	24.43%
Payroll Expenses	2,940,203	195,982	689,952	2,250,251	23.47%
Operating Expenses	1,078,000	59,176	207,247	870,753	19.23%
Maintenance Expense	1,440,000	140,299	394,379	1,045,621	27.39%
Capital Expense	6,559,523	843,666	1,501,702	5,057,821	22.89%
Debt Expense	624,813	-	-	624,813	0.00%
Tax Equivalency	1,365,000	113,750	341,250	1,023,750	25.00%
Total Expenses	**$ 45,007,539**	**$ 4,082,174**	**$ 10,708,935**	**34,298,604**	**23.79%**
Total Revenue Over Expenses	**$ (3,015,539)**	**$ (392,833)**	**$ (205,974)**	**$ 2,809,565**	**6.83%**

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

Starkville Utilities – Water & Sewer Department
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending January 31, 2022

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Water & Sewer Sales Revenues	$ 8,000,000	$ 586,812	$ 1,953,542	(6,046,458)	24.42%
Other Revenues	2,988,183	9,719	220,366	(2,767,817)	7.37%
Total Revenues	**$ 10,988,183**	**$ 596,531**	**$ 2,173,908**	**(8,814,275)**	**19.78%**
Expenses					
Payroll Expense	$ 2,421,903	$ 121,640	$ 431,747	(1,990,156)	17.83%
Operating Expense	1,525,000	73,915	313,580	(1,211,420)	20.56%
Maintenance Expense	3,220,000	143,982	632,986	(2,587,014)	19.66%
Capital Expense	3,269,015	16,370	21,370	(3,247,645)	0.65%
Debt Expense	1,501,388	52,415	343,330	(1,158,058)	22.87%
Total Expenses	**$ 11,937,306**	**$ 408,322**	**$ 1,743,013**	**(10,194,293)**	**14.60%**
Total Revenues Over Expenses	**$ (949,123)**	**$ 188,209**	**$ 430,895**	**$ (19,008,568)**	**-45.40%**

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

AGENDA ITEM DEPT.: CCO

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 2/15/2022

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 3

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-22

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

These are budget adjustments for the Fiscal Year ended 9/30/22.

FOR MORE INFORMATION CONTACT: Lesa Hardin

Budget Adjustments
Fiscal Year 9/30/22

Account	Code	Debit	Credit
Golf Cart Permits	001-000-222-022		2,500.00
Taskforce OT Reimbursement (Police)	001-000-230-028		10,000.00
Police OT	001-201-450-125	10,000.00	
Project PEACE Grant	001-000-250-620		15,000.00
Bird Scooter Revenue	001-000-350-147		1,500.00
TIF Reimbursement – Okt County	001-000-354-620		50,000.00
Technology Insurance	001-123-620-370	15,000.00	
Project PEACE Employees	001-191-440-107	15,000.00	
Fire Truck Payment (Correction)	001-261-820-874	13,785.00	
Street Dept Gas and Oil	001-301-525-231	5,000.00	
Street Supplies and Small Tools	001-301-555-250	5,000.00	
Animal Control Supplies	001-360-555-250	1,500.00	
Ending Fund	001-900-990-979	13,715.00	
Totals		$ 79,000.00	$ 79,000.00

Starkville Utilities – Electric Department
Budget Year 2022 (10/2021-9/2022) Amendment

		Current Budget	Amendments	Amended Budget
	Revenues			
1	Electric Sales	41,270,000	(1,195,000)	40,075,000
2	Forfeited Customer Discounts	250,000		250,000
3	Misc. Service Revenue	250,000		250,000
4	Interest Income	15,000		15,000
5	Rent from Electric Property	315,000		315,000
6	Water Sewer Reimbursement	1,000,000		1,000,000
7	Sanitation Reimbursement	75,000		75,000
8	City Reimbursement for Lights	12,000		12,000
	Other Revenue	1,917,000	-	1,917,000
	Total Revenue	**43,187,000**	**(1,195,000)**	**41,992,000**
	Expenses			
9	Purchased Power Expense	32,695,000	(1,695,000)	31,000,000
	Payroll Expenses			
10	Employee Salaries	1,990,300	45,000	2,035,300
11	Employee Overtime	100,000	20,000	120,000
12	Employer Contributions - State Retirement	363,712	11,310	375,022
13	Employer Contributions - Social Security	159,908	4,973	164,880
14	Employer Contributions - Group Insurance	185,000		185,000
15	Payroll Expense from Other Departments	55,000	5,000	60,000
	Total Payroll Expenses	2,853,920	86,283	2,940,203
	Operating Expenses			
16	City Adminstrative Cost Reimbursement	135,000		135,000
17	Billing Services	325,000		325,000
18	Insurance	220,000	20,000	240,000
19	Communications	95,000	(5,000)	90,000
20	Travel and Training	45,000		45,000
21	Dues	50,000		50,000
22	Office Supplies	60,000	10,000	70,000
23	Safety Supplies	25,000		25,000
24	Uniforms	30,000		30,000
25	Audit	20,000	4,000	24,000
26	Collection Fees	15,000		15,000
27	Advertising	6,000	(3,000)	3,000
28	Utilities	15,000		15,000
29	Rent	3,000		3,000
30	Postage	8,000		8,000
	Total Operating Expenses	1,052,000	26,000	1,078,000

Starkville UTILITIES

Starkville Utilities – Electric Department
Budget Year 2022 (10/2021-9/2022) Amendment

		Current Budget	Amendments	Amended Budget
	Maintenance Expense			
31	Auto Repair Parts & Supplies	210,000		210,000
32	Expensed Materials & Supplies	265,000		265,000
33	Substation Repairs & Supplies	75,000	(35,000)	40,000
34	Row Clearing	370,000		370,000
35	Contract Services	455,000		455,000
37	General Maintenance	50,000		50,000
38	Building Maintenance	50,000		50,000
	Total Maintenance Expenses	1,475,000	(35,000)	1,440,000
	Capital Expense			
50	Capitalized Materials & Supplies	1,000,000		1,000,000
51	Capitalized Contract Services	100,000		100,000
52	Asset Purchases - Building & Grounds	25,000	875,000	900,000
53	Asset Purchases - Equipment & Vehicles	610,000		610,000
54	Capital Projects & Construction	3,949,523		3,949,523
	Total Capital Expenses	5,684,523	875,000	6,559,523
	Debt Expenses			
60	Interest Expense on LTD	154,813		154,813
61	Principal Paid on LTD	470,000		470,000
	Total Debt Expenses	624,813	-	624,813
62	Tax Equivalency	1,365,000		1,365,000
	Total Expenses	**45,750,256**	**(742,718)**	**45,007,539**
	Total Revenue Over Expenses	**(2,563,256)**	**(452,283)**	**(3,015,539)**

54	Capital Projects (Net of Long-Term Debt Funding) - #54 Detail			
	Capital Projects - Substation	1,504,523		1,504,523
	Capital Projects - Distribution	1,825,000		1,825,000
	Capital Projects - Street Lighting	570,000		570,000
	Capital Projects - Traffic Signals	50,000		50,000
	Total	3,949,523	-	3,949,523

Starkville Utilities – Water & Sewer Department
Budget Year 2022 (10/2021-9/2022) Amendment

		Current Budget	Amendments	Amended Budget
	Revenues			
1	Water Sales Revenue	$ 4,000,000	$ 500,000	$ 4,500,000
2	Sewer Sales Revenue	3,500,000		3,500,000
	Total Sales Revenue	$ 7,500,000	$ 500,000	$ 8,000,000
3	Forfeited Customer Discounts	120,000	(20,000)	100,000
4	Misc. Service Revenue	45,000	5,000	50,000
5	Interest Income	10,000		10,000
6	Tap Fees	150,000		150,000
7	Tower Lease	356,000		356,000
8	MSU Wastewater Treatment Income	1,350,000		1,350,000
9	Wastewater Revenue	20,000	20,000	40,000
10	Federal & State Grant Revenue	-	932,183	932,183
	Total Other Revenue	$ 2,051,000	$ 937,183	$ 2,988,183
	Total Revenue	**$ 9,551,000**	**$ 1,437,183**	**$ 10,988,183**
	Expenses			
	Payroll Expenses			
11	Employee Wages	$ 1,085,000	$ 100,000	$ 1,185,000
12	Employee Overtime	120,000		120,000
13	Employer Contribution - Retirement	209,670	17,400	227,070
14	Employer Contribution - Social Security	92,183	7,650	99,833
15	Employer Contribution - Insurance	140,000		140,000
16	Payroll Expense from Other Departments	650,000		650,000
	Total Payroll Expenses	$ 2,296,853	$ 125,050	$ 2,421,903
	Operating Expenses			
17	City Administrative Costs	$ 75,000		$ 75,000
18	Rental Allocation to Electric Dept	160,000		160,000
19	Billing Services	150,000		150,000
20	Insurance	70,000		70,000
21	Communications	60,000	(10,000)	50,000
22	Travel & Training	10,000		10,000
23	Dues	3,000		3,000
24	Office Supplies	20,000		20,000
25	Uniforms	20,000		20,000
26	Advertising	2,000		2,000
27	Utilities	820,000	130,000	950,000
28	Rent	1,000	4,000	5,000
29	Miscellaneous Expense	10,000		10,000
	Total Operating Expenses	$ 1,401,000	$ 124,000	$ 1,525,000

Starkville UTILITIES

Starkville Utilities – Water & Sewer Department
Budget Year 2022 (10/2021-9/2022) Amendment

		Current Budget	Amendments	Amended Budget
	Maintenance Expense			
30	Supplies & Small Tools	$ 700,000	$ 100,000	$ 800,000
31	Gas & Oil Expense	60,000	20,000	80,000
34	Chemicals	120,000		120,000
35	Contract Services	250,000		250,000
39	Water Quality Analysis	50,000		50,000
40	Tank & Well Maintenance	100,000	(20,000)	80,000
41	Repairs & Maintenance - Infrastructure	500,000		500,000
42	Repairs & Maintenance - Shop	100,000	100,000	200,000
43	Repairs & Maintenance - Equipment	300,000		300,000
44	MSU Pump Operations & Maintenance	800,000		800,000
45	Remote Pump Station Maintenance	40,000		40,000
	Total Maintenance Expenses	$ 3,020,000	$ 200,000	$ 3,220,000
	Capital Expense			
50	Infrastructure Improvements	$ 1,465,000	$ 1,629,015	$ 3,094,015
51	Asset Purchases - Building & Grounds	25,000		25,000
52	Asset Purchases - Equipment & Vehicles	150,000		150,000
	Total Capital Expenses	$ 1,640,000	$ 1,629,015	$ 3,269,015
	Debt Expenses			
60	Interest Expense on LTD	$ 420,637		$ 420,637
61	Principal Paid on LTD	1,080,751		1,080,751
	Total Debt Expenses	$ 1,501,388	$ -	$ 1,501,388
	Total Expenses	**$ 9,859,241**	**$ 2,078,065**	**$ 11,937,306**
	Total Revenues Over Expenses	**$ (308,241)**	**$ (640,882)**	**$ (949,123)**

	Capital Expense (Net of Long-Term Debt Funding) - #50 Detail			
50B	SCADA Wastewater Upgrades	$ 300,000	(250,000)	50,000
50C	Green Oaks Water & Sewer Replacement	350,000	850,000	1,200,000
50D	Trim Cane Lift Station Rehab		26,000	26,000
50E	Babylon Road Sewer Rehab		800,000	800,000
50F	Rolling Hills Sewer Rehab	450,000	50,000	500,000
50G	New Production Well	50,000		50,000
50H	Build Grant Hwy 182 Improvements	400,000		400,000
50R	Major Construction and Rehab Work	845,000	(210,000)	635,000
	Total	$ 2,395,000	$ 1,266,000	$ 3,661,000
	Less: Debt Funding Capital Projects	(930,000)	363,015	(566,985)
	Capital Expense Net of Long-Term Debt	$ 1,465,000	$ 1,629,015	$ 3,094,015

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 15, 2022
Page: 1

SUBJECT:

Request authorization to hire Courtney Cochran as a Program Coordinator/ Intern for Keep Starkville Beautiful in the Planning Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid through the Recycling Grant. This positions will be paid for actual hours worked, at $11.00 per hour. This positions will not be eligible for benefits.

FISCAL NOTE:

To be paid out of account Recycling Grant 022-322-610-375

AUTHORIZATION HISTORY:

The City was awared a grant through the Mississippi Department of Environmental Quality. The grant allowed the City to hire personnel to provide Recycling Education Assistance to the Community.

REQUESTING DEPARTMENT:

Planing Department

DIRECTOR'S AUTHORIZATION:

Daniel Havelin, City Planner

FOR MORE INFORMATION CONTACT:

Daniel Havelin, City Planner
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Courtney Cochran as a Program Coordinator/ Intern for Keep Starkville Beautiful in the Planning Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 15, 2022
Page: 1

SUBJECT:

Request authorization to classify Allen Pepper as a Maintenance Supervisor in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

This positions will be paid for actual hours worked, not to exceed twenty (20) hours per week at $16.00 per hour. This positions will not be eligible for benefits.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

Per the PERS Service Retiree Certification, Rodney has chosen to elect Option B. Therefore, he cannot receive an annual salary that will exceed 25 percent of the final average compensation used in calculating his service retirement allowance. Rodney is asking for Allen to serve in a Supervisor role to help eliminate some of the hours he's working due to a shortage of staff and a risk of going over his allowable percentage.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to classify Allen Pepper as a Maintenance Supervisor in the Starkville Airport Department.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: February 15, 2022**
Page: 1

SUBJECT:

Request authorization to hire Stephen Boren as a Certified Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Stephen Boren - Non-Exempt rate of $33,264.92 ($12.07 per hour) based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This position will replace Ian Garrad who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Stephen Boren as a Certified Firefighter in the Starkville Fire Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 15, 2022

SUBJECT:

Request authorization to hire Bailey Wofford as an Engineering Associate in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 14, Exempt - $61,500 ($29.57 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2021/22 budget.
100% of pay from Water Division, Acct. 601.20.

AUTHORIZATION HISTORY:

This is a replacement position with responsibilities previously held by Carl Feldmeyer who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Bailey Wofford as a Engineering Associate in the Starkville Utilities Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 15, 2021
Page: 1

SUBJECT:

Request authorization to hire Joe Dantzler and Jeremy Hairston as Drivers in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Joe Dantzler - Non-Exempt Annual Salary of $33,800 ($16.25 per hour) based on 2080 hours.

Jeremy Hairston - Non-Exempt Annual Salary of $33,800 ($16.25 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #022-322- 440-114

AUTHORIZATION HISTORY:

These are replacement position previously held by Douglas Latham and Shalamark Simpson 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 Joe Dantzler and Jeremy Hairston as Drivers in the Sanitation/Environmental Services Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 15, 2022
Page: 1

SUBJECT:

Request authorization to hire David German as an GIS Coordinator in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 12, Non-Exempt - $51,500 ($24.75 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2021/22 budget.
100% of pay from Water Division, Acct. 601.20.

AUTHORIZATION HISTORY:

This is a replacement position with responsibilities previously held by Andrew Nagel who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire David German as an GIS Coordinator in the Starkville Utilities Department.

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 15 Feb 2022

SUBJECT: Discussion and Consideration to for the approval of the Bathroom and Concession Stand renovation project in an amount not to exceed, $115,000.

AMOUNT & SOURCE OF FUNDING: The source of funding will be the 2% or 1% food and beverage tax

FISCAL NOTE:

Bathroom Renovations (3 buildings) totaling $40,000.00
Concession Stands (3 buildings) totaling $35,000.00
Side walk, Fencing, Doors repairs totaling $40,000.00

Total amount of $115,000.00

AUTHORIZATION HISTORY:

N/A

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 315.222.6745 (e) bdoherty@sportsfacilities.com

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SUGGESTED MOTION: Move approval of the project that would allow for the Mayor to authorize projects with bids as appropriate and a not to exceed amount of $115,000.00.

9 Feb 2022

This project would start ASAP and attempt to be completed by 21 March 2022.

Bathrooms (3 buildings)	**Cost Estimate**
Urinals/Toilets/touchless	$ 7,000.00
Paint and Supplies	$ 8,000.00
Lighting (inside/security)	$ 8,000.00
HVAC	$ 6,000.00
Plumbing	$ 6,000.00
Materials (mirrors/hand dryer ect)	$ 5,000.00
Total	$ 40,000.00
Concession Stands (3 buildings)	**Cost Estimate**
Paint and Supplies	$ 8,000.00
Lighting (inside/security)	$ 8,000.00
HVAC	$ 5,000.00
Plumbing	$ 5,000.00
Equipment (table, frig, rollers)	$ 5,000.00
Concession window	$ 4,000.00
Total	$ 35,000.00
Other	**Cost Estimate**
Concrete touch up Walkways	$ 10,000.00
Seating	$ 5,000.00
Trash cans	$ 2,500.00
Fencing and Roof repair	$ 7,500.00
Doors	$ 15,000.00
Total	$ 40,000.00
Total not to exceed	**$ 115,000.00**

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Police Dept – Code Enforcement
AGENDA DATE: February 15, 2022

SUBJECT: Consideration of calling for a Public Hearing under Miss. Code Ann 21-19-11 to determine whether the structure located at 200 Curtis Circle (Parcel #: 102C-00-147.00) is a menace to public health, safety, and welfare of the community.

SUMMARY: An initial inspection was performed by Code Enforcement and the Building Official on December 7th, 2021. The property has been deemed dilapidated due to the unstable front porch and the exterior walls of the home are crumbling at the bottom. All notices required by Miss Code Ann. 21-19-11will be sent to the owner of the parcel of land. Oktibbeha county records show the owner as Ms. Mary Ann Miles.

Public Hearing will take place March 1st, 2022 at Starkville City Halls Court Room at 5:30 P.M.

REQUESTING DEPARTMENT: Police Department – Code Enforcement

DIRECTORS AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:
Chief Ballard, Officer Perez, Officer Childs @662-323-4847

SUGGESTED MOTION: Move for approval to hold a public hearing under Miss. Code Ann. 21-19-11 to determine whether the structure located at 200 Curtis Circle (Parcel #:102C-00-147.00) is a menace to public health, safety, and welfare of the community.

AGENDA ITEM DEPARTMENT: SES

CITY OF STARKVILLE | **AGENDA DATE:** 2-15-22

RECOMMENDATION FOR BOARD ACTION | **PAGE:** 1 of 1

SUBJECT: REQUEST APPROVAL FOR CONSIDERATION TO PURCHASE ONE KNUCKLEBOOM LOADER FROM THE BEST BID OF $189,750.00 FROM SANSOM EQUIPMENT DUE TO A QUICKER DELIVERY TIME, FAMILIARITY, AND MEETING ALL SPECIFICATIONS REQUESTED AND TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING.

AMOUNT & SOURCE OF FUNDING: NA

REQUESTING DEPARTMENT: Sanitation & Environmental Services

DIRECTOR'S AUTHORIZATION: Chris Smiley
Director of SES

FOR MORE INFORMATION CONTACT: Chris Smiley, 662-418-2969

STAFF RECOMMENDATION:

Please see bid tab below for Knuckleboom Loader Bid. Mr. Smiley has decided to go with the second highest bid, Sansom Equipment Company. Sansom has the quickest delivery time, meets all specifications that the Department needs, and does servicing and work on our grounds. The lowest bid, Hol-mac Corp doesn't meet the required specifications and delivery time isn't suitable for the Department's needs.

Item Description	Qty.	Hol-Mac Corp	Sansom Equipment Company	Truckworx	Burroughs Diesel
Knuckleboom Loader	1.00	$189,116.00	$189,750.00	$213,161.39	$226,942.00
Delivery Time (In Days Only)	1.00	120	60	300	320

AGENDA ITEM NO:
AGENDA DATE: February 15, 2022
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept change order number 2 to finalize the wastewater Biosolid's Improvement project and to submit final payment.

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 to accept change order number 2 to finalize the wastewater Biosolid's Improvement project to submit final payment.

CHANGE ORDER No. 2

DATE OF ISSUANCE 2/1/22 EFFECTIVE DATE 2/1/22

OWNER CITY OF STARKVILLE, MS
CONTRACTOR J+P CONSTRUCTION CO., INC.
Contract:
Project: ERNEST E. JONES WWTP - BIOSOLIDS IMPROVEMENTS
OWNER's Contract No.
ENGINEER's Contract No. 0754203
ENGINEER VOLKERT, INC.

You are directed to make the following changes in the Contract Documents: Description:
STARKVILLE UTILITIES REQUESTED J+P CONSTRUCTION TO REMOVE ALL 3 BAFFLES IN THE EAST OXIDATION DITCH INSTEAD OF JUST 1 IN ORDER TO REDUCE IMPACT TO THE PLANT AND REDUCE TOTAL COST. PRICE = $15,751.00

Reason for Change Order:
EVOQUA REQUESTED TO REMOVE 1 BAFFLE IN THE EAST DITCH AND THE PREFERRED APPROACH WAS TO REMOVE ALL 3 AT ONE TIME.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 7,723,200.00	Original Contract Times: N/A Substantial Completion: Ready for final payment: (days or dates)
Net Increase (Decrease) from previous Change Orders No. 1 to: 2 $ 15,751.00	Net change from previous Change Orders No.___to No.___: Substantial Completion: Ready for final payment: (days)
Contract Price prior to this Change Order: $ 7,709,024.00	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: (days or dates)
Net increase (decrease) of this Change Order: $ 1,575.00	Net increase (decrease) this Change Order: Substantial Completion: Ready for final payment: (days)

Contract Price with all approved Change Orders: $ 7,724,775.00	Contract Times with all approved Change Orders: Substantial Completion: ____ Ready for final payment: ____ (days or dates)

RECOMMENDED:

By: Ray [signature]

ENGINEER (Authorized Signature) Signature)

Date: 2-1-22

APPROVED:

By:____________________

OWNER (Authorized Signature)

Date:____________________

ACCEPTED:

By: Barry Atkins [signature]

CONTRACTOR (Authorized

Date: 2/1/22

AGENDA ITEM NO:
AGENDA DATE: February 15, 2022
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to advertise for bids for the Electric Division Right of Way clearing service contracts.

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 to advertise for bids for the Electric Division Right of Way clearing service contracts.

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ADVERTISEMENT FOR BIDS
CITY OF STARKVILLE

Notice is hereby given that the City of Starkville will receive sealed bids for **Electric Line Right-of-Way Clearing Services** in Starkville, Mississippi.

Bids will be received at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be submitted online at www.cityofstarkvilleplans.org, or can be emailed to bids@cityofstarkville.org by 2:00 P.M. local time on March 24, 2022 at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

CONTRACT DOCUMENTS: Contract documents may be obtained online at www.cityofstarkvilleplans.org or by emailing Jeff Atwell with Atwell & Gent, P.A. at jatwell@atwellandgent.com.

SUBMITTAL OF SEALED PROPOSAL: Each proposal must be submitted in duplicate in accordance with the instructions to bidders which are bound in the Project Manual. The Owner reserves the right to waive irregularities and to reject any or all proposals.

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in “pdf” format and shall contain the same information and forms as required for the paper bids. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

No bid shall be withdrawn after the scheduled date and time of the beginning of the bidding event without the written consent of the City of Starkville. Within the limitations of Mississippi State Purchasing Law, the City of Starkville reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City of Starkville.

The bid opening will be held in the City Clerk Conference Room on the 1st floor of City Hall. Interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

By: ________________________________
Lesa Hardin, City Clerk

Dates of Advertisement:

February 23, 2022
March 2, 2022

Starkville Daily News

AGENDA ITEM NO:
AGENDA DATE: February 1, 2022
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to utilize Garver, LLC under their professional service agreement for various water and sewer engineering support.

AMOUNT & SOURCE OF FUNDING: 2022 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to utilize Garver, LLC under their professional service agreement for various water and sewer engineering support.

AGENDA ITEM NO:
AGENDA DATE: **February 15, 2022**
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept the lowest and best quote from Howard for additional audiovisual equipment for the operation's center addition training room in the amount of $ 26,107.00.

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 to accept the lowest and best quote from Howard for additional audiovisual equipment for the operation's center addition training room in the amount of $ 26,107.00.

- *Residential & Commercial Security Systems*
- *Commercial Fire Systems*
- *Residential & Commercial Sound*
- *Fire System Inspection*
- *CCTV*

SECURITY SOLUTIONS AND COMMUNICATIONS, INC.

- *24 Hour UL Listed Central Monitoring*
- *Home Automation Systems*
- *IT & Networking Solutions*
- *Gate and Intercom Systems*
- *Access Cont*

2/4/2022				
City Of Starkville				
AV Accessories Quote				
	Equipment	**QTY**	**EACH**	**TOTAL**
Shure Gooseneck Microphone 18 long with XLR connection & flange mounting.		1	$ 350.00	$ 350.00
Modern Metal Lectern Can be rolled where it is desired		1	$ 601.00	$ 601.00
Contingency Reserve		1	$1,400.00	$ 1,400.00
Optional 1 year Standard service contract		1	$1,892.00	$ 1,892.00
Flexowrap Expandable Black Tubing Nom Dia. 11/4		1	$ 62.00	$ 62.00
RJ-45 Shielded plug,		30	$ 1.00	$ 30.00
Black 8.5mm RJ45 Colored Boot		30	$ 0.50	$ 15.00
MaxBlox Half Hood with Strain Relief		2	$ 6.00	$ 12.00
MaxBlox D-SUB Termination System Male DB9		2	$ 42.00	$ 84.00
MaxBlox D-SUB Termination System Female DB9		2	$ 42.00	$ 84.00
ScreenBeam 1100 Plus - Wireless video/audio extender - 802.11ac		1	$1,210.00	$ 1,210.00
Contemporary Research 232-ATSC 4K HDTV		1	$ 910.00	$ 910.00
12x8 audio server w/ USB audio, a 2-channel VoIP		1	$2,425.00	$ 2,425.00
Digital Wireless Handheld Microphone System with SM58 Capsule		2	$ 650.00	$ 1,300.00
6.5' two way design built-in ceiling commercial loudspeaker (60w		6	$ 130.00	$ 780.00
2-channel commercial amplifier provides 2 x 120 watts output power @ 70 volts		1	$ 425.00	$ 425.00
50' Antenna Cables		2	$ 95.00	$ 190.00
Antenna Mounting Bracket Kit		2	$ 39.00	$ 78.00
XLR Microphone Input Assembly		1	$ 62.00	$ 62.00
Single Cover Plate - White		1	$ 15.00	$ 15.00
Rechargeable Lithium-Ion Battery for SLX-D Transmitters		2	$ 52.00	$ 104.00
Dual-Docking Recharging Station for SB903 Batteries & SLX-D Transmitters		1	$ 142.00	$ 142.00
tvONE CORIOview 1T-MV-8474 HDMI 4K Multiviewer		1	$3,615.00	$ 3,615.00
Vaddio 999-30231-000W		1	$5,300.00	$ 5,300.00
Vaddio 999-85810-000		4	$ 815.00	$ 3,260.00
SurgeX SX-DS-158 Defender Series 8 Outlets - 15A / 120V		1	$ 415.00	$ 415.00
Tripp Lite 18U Wall Mount Rack Enclosure Server Cabinet Swinging Hinged Door Deep -		1	$ 725.00	$ 725.00
Middle Atlantic HPQ - Screw kit (pack of 100)		1	$ 25.00	$ 25.00
Middle Atlantic FEB1-CP12 Contractor Pack - Blank panel - black powder - 1U - 19' (pack		1	$ 78.00	$ 78.00
Middle Atlantic U1- Rack shelf - 1U		2	$ 43.00	$ 86.00
Middle Atlantic - Rack bar - black (pack of 10)		1	$ 35.00	$ 35.00
3ft HDMI Cable		6	$ 25.00	$ 150.00
6Ft Hdmi Cable		2	$ 33.00	$ 66.00
15ft HDMI Cable		1	$ 67.00	$ 67.00
6ft Cat6 Ethernet Cable		6	$ 5.25	$ 31.50
Female Phoenix to 3-Pin Female XLR		1	$ 9.75	$ 9.75
West Penn Wire 2912 Conductor Shielded Mic Cable 500 Feet Black		1	$ 82.00	$ 82.00
1P 16G Speaker Wire PLENUM 500'		1	$ 363.00	$ 363.00
2RU Drawer		1	$ 150.00	$ 150.00
Hosa WTI-508 Cable Tie Hook & Loop 0.5 Inch x 8 Inch - 50 Piece		1	$ 18.00	$ 18.00
Shipping and Fuel Sucharges		1	$ 750.00	$ 750.00
Total				**$27,397.25**

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com

HOWARD™ TECHNOLOGY SOLUTIONS

Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No:	JB13 1174851.00	**Quote Date:**	January 19, 2022
Customer Name:	Joel Clements	**Phone Number:**	6623233133
Company Name:	Starkville Utilities	**Fax Number:**	
Quote Name:	Non EPL		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	**Accessories**			
1:	ScreenBeam 1100 Plus - Wireless video/audio extender - 802.11ac **MPN:** SBWD1100P	1	**$1,103.00**	**$1,103.00**
2:	Contemporary Research 232-ATSC 4K HDTV Tuner with PS12 1.5 Power Supply & Rack Mount Kit **MPN:** 5114-001	1	**$897.00**	**$897.00**
3:	12x8 audio server w/ USB audio, a 2-channel VoIP, FXO telephone interface **MPN:** TesiraFORTÉ AVB VT	1	**$2,374.00**	**$2,374.00**
4:	Digital Wireless Handheld Microphone System with SM58 Capsule **MPN:** SLXD24/SM58-J52	2	**$598.00**	**$1,196.00**
5:	6.5' two way design built-in ceiling commercial loudspeaker (60w) **MPN:** CM60DTD	6	**$115.00**	**$690.00**
6:	2-channel commercial amplifier provides 2 x 120 watts output power @ 70 volts **MPN:** REVAMP2120T	1	**$376.00**	**$376.00**
7:	50' Antenna Cables **MPN:** UA850	2	**$88.00**	**$176.00**
8:	Antenna Mounting Bracket Kit **MPN:** UA505	2	**$33.00**	**$66.00**
9:	XLR Microphone Input Assembly **MPN:** D-J1	1	**$57.00**	**$57.00**
10:	Single Cover Plate - White **MPN:** CP-1	1	**$12.00**	**$12.00**
11:	Rechargeable Lithium-Ion Battery for SLX-D Transmitters **MPN:** SB903	2	**$47.00**	**$94.00**
12:	Dual-Docking Recharging Station for SB903 Batteries & SLX-D Transmitters **MPN:** SBC203-US	1	**$121.00**	**$121.00**
13:	tvONE CORIOview 1T-MV-8474 HDMI 4K Multiviewer **MPN:** 1T-MV-8474	1	**$3,525.00**	**$3,525.00**
14:	Vaddio 999-30231-000W **MPN:** 999-30231-000W	1	**$5,188.00**	**$5,188.00**
15:	Vaddio 999-85810-000 **MPN:** 999-85810-000	4	**$801.00**	**$3,204.00**
16:	Tripp Lite 18U Wall Mount Rack Enclosure Server Cabinet Swinging Hinged Door Deep - Rack cabinet - wall mountable - black - 18U - 19' **MPN:** SRW18USDP	1	**$697.00**	**$697.00**
17:	Middle Atlantic HPQ - Screw kit (pack of 100) **MPN:** HPQ	1	**$20.00**	**$20.00**
18:	Middle Atlantic FEB1-CP12 Contractor Pack - Blank panel - black powder - 1U - 19' (pack of 12) **MPN:** FEB1-CP12	1	**$72.00**	**$72.00**
19:	Middle Atlantic U1 - Rack shelf - 1U **MPN:** U1	2	**$37.00**	**$74.00**
20:	Middle Atlantic - Rack bar - black (pack of 10) **MPN:** LBP-1A	1	**$31.00**	**$31.00**
21:	SurgeX SX-DS-158 Defender Series 8 Outlets - 15A / 120V **MPN:** SX-DS-158	1	**$192.00**	**$192.00**

22:	Hosa WTI-508 Cable Tie Hook & Loop 0.5 Inch x 8 Inch - 50 Piece **MPN:** WTI-508	1	**$14.00**	**$14.00**
23:	2RU Drawer **MPN:** D2	1	**$140.00**	**$140.00**
24:	Comprehensive Microflex Pro AV/IT - - HDMI cable with Ethernet - HDMI male to HDMI male - 3 ft - triple shielded - black - molded, 4K support, Dolby TrueHD support, supports 21:9 cinema aspect ratio **MPN:** MHD18G-3PROBLK	6	**$19.00**	**$114.00**
25:	Comprehensive Microflex Pro AV/IT - - HDMI cable with Ethernet - HDMI male to HDMI male - 6 ft - triple shielded - black - molded, 4K support, Dolby TrueHD support, supports 21:9 cinema aspect ratio **MPN:** MHD18G-6PROBLK	2	**$26.00**	**$52.00**
26:	Comprehensive Microflex Pro AV/IT - - HDMI cable with Ethernet - HDMI male to HDMI male - 15 ft - triple shielded - black - molded, 4K support, active, Dolby TrueHD support, supports 21:9 cinema aspect ratio **MPN:** MHD18G-15PROBLKA	1	**$55.00**	**$55.00**
27:	C2G 6ft Cat6 Ethernet Cable - Snagless Unshielded (UTP) - White - Patch cable - RJ-45 (M) to RJ-45 (M) - 6 ft - UTP - CAT 6 - snagless, stranded - white **MPN:** 04036	6	**$4.00**	**$24.00**
28:	Female Phoenix to 3-Pin Female XLR **MPN:** PHX-206F-BULK	1	**$7.00**	**$7.00**
29:	West Penn Wire 291 2 Conductor Shielded Mic Cable 500 Feet Black **MPN:** 25291BBK0500	1	**$69.00**	**$69.00**
30:	1P 16G Speaker Wire PLENUM 500' **MPN:** 25225BBK1000	1	**$262.00**	**$262.00**
31:	MaxBlox D-SUB Termination System Female DB9 **MPN:** CD-MX9F	2	**$18.00**	**$36.00**
32:	MaxBlox D-SUB Termination System Male DB9 **MPN:** CD-MX9M	2	**$18.00**	**$36.00**
33:	MaxBlox Half Hood with Strain Relief **MPN:** CD-MX915HH	2	**$5.00**	**$10.00**
34:	Black 8.5mm RJ45 Colored Boot **MPN:** RJ45B-BLK	30	**$0.30**	**$9.00**
35:	(ALT DM CON) RJ-45 Shielded plug, 50u gold plated, 8 position, 8 conductor computer connector **MPN:** RJ45P-S	30	**$0.80**	**$24.00**
36:	Flexowrap Expandable Black Tubing Nom Dia. 1 1/4 **MPN:** FWN125-25BK	1	**$48.00**	**$48.00**
37:	Optional 1 year Standard service contract **MPN:** OPP 13456 SSC	1	**$1,842.00**	**$1,842.00**
38:	Contingency Reserve **MPN:** CR	1	**$1,324.00**	**$1,324.00**
39:	Modern Metal Lectern Can be rolled where it is desired. Perfect for giving conferences, public presentations or speeches. 21X26 flat surface top, 2 interior shelves and cable pass through inside unit. Sturdy metal silver base & body while the lectern top is finished with laminate. Check website for available finishes **MPN:** LEXYZ27	1	**$551.00**	**$551.00**
40:	Shure Gooseneck Microphone 18 long with XLR connection & flange mounting. Includes a silent mute switch with LED indicator. Black Finish **MPN:** MIC-18	1	**$325.00**	**$325.00**

Sub-Total:	**$25,107.00**
Shipping & Handling :	**$1,000.00**
Taxes:	**Tax Exempt**
Total for Item 1:	**$26,107.00**

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:	**$25,107.00**
Shipping & Handling :	**$1,000.00**
Taxes:	**Tax Exempt**
Total:	**$26,107.00**

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.

AGENDA ITEM NO:
AGENDA DATE: February 15, 2022
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to renew the professional service agreement with Narrative 12 for communication services.

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 for Starkville Utilities to renew the professional service agreement with Narrative 12 for communication services.

Agreement

Between

NARRATIVE12

and

Starkville UTILITIES

W.E. CONNECT

We are pleased to confirm the terms on which *Narrative12* will provide communications support to Starkville Utilities, for purposes of this document referred to as "SU."

I. NARRATIVE 12 RESPONSIBILITIES AND COMPENSATION

A. *Narrative12* will perform the services customarily performed by a communications team as directed by SU. This contract is specifically created to focus on the planning and execution of the SU social media platforms and web content with a budget of $2,000 per month and $2,500 for a comprehensive package of communications services.

   The deliverables outlined above do not include:
   - Printing costs
   - Design costs
   - Talent fees
   - Stock images
   - Music rights
   - Customer surveys
   - Media/advertising placements
   - Audio/video production costs
   - Mailing costs
   - Travel expenses
   - Web hosting
   - Meeting room rentals

B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement and drive traffic to the SU website. It shall not include outage updates and emergency related messaging, which will remain the responsibility of the SU communications team. Placements shall include a minimum of three Facebook posts per week, two Instagram posts per week, and one Twitter post per workday.

C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from March 25, 2022 through March 25, 2023. This fee is to be paid in monthly installments based on billings issued at the end of each month.

D. Any projects outside the scope of this agreement (such as slide shows, special videos, advertising, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.

E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by SU. For purposes of this agreement, "confidential information" shall mean any information imparted to *Narrative12* by SU or derived from such information or developed by *Narrative12* in connection with the services to be performed under this agreement.

F. *Narrative12* recognizes SU's reservation of the right to modify, reject or cancel or discontinue any and all plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out SU's instructions. SU agrees, however, to pay any and all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by SU.

II. APPROVALS

A. *Narrative12* will obtain approval from SU before doing any of the following:

1. Adopting a communications strategy for services or products.
2. Preparing a customer information campaign.
3. Developing or placing messages to the SU website or social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

B. All authorizations for services and all approvals will be made by the SU general manager unless or until others are designated in writing.

C. It is understood that SU reserves the right to modify, revise or cancel any plans, schedules or work. In the event SU notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, SU agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.

D. In all cases where substantial expenditures by SU are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

A. Billings to SU will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by SU.

3. SU will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the SU account hereunder, subject to *Narrative12* obtaining prior approval of SU for the travel.

IV. MATERIALS AND IDEAS

A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of SU) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of SU. *Narrative12* retains the right to reference and display the work products done for SU for *Narrative12*'s own promotional purposes.

B. *Narrative 12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative 12* on behalf of SU or disclosed by SU to *Narrative 12*.

V. INDEMNIFICATION

A. *Narrative12's* appointment under this agreement will be effective from March 25, 2022 through March 25, 2023. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, SU or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.

B. It is understood that the above terms will be subject to review at any time hereafter at the request of SU or *Narrative12* in light of changing business circumstances. If at any point SU or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.

C. Upon receipt of termination, *Narrative12* shall submit to SU a written report of all current and future jobs. SU shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.

D. Should termination occur, *Narrative12* will bill SU for all amounts remaining due under this agreement (to the extent it has not done so already) and SU will pay such amounts within 45 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by SU shall be transferred to SU or its designated representatives.

E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative12	Starkville Utilities
By: CHyfr	By: ______________________
Checky Herrington Principal	Terry Kemp SU General Manager
Date: 2/3/22	Date: ______________________

AGENDA ITEM NO:
AGENDA DATE: February 15, 2022
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept the lowest and best bid for the construction of the Babylon Rd Sanitary Sewer Improvement project from Box Construction in the amount of $ 520,269.20 contingent upon Mississippi Development Authority approval of the bid.

AMOUNT & SOURCE OF FUNDING: 2021-2022 budget and grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Board approved to advertise for bids on October 5, 2021.

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:
