



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
March 1, 2022**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Edward Kemp

Court Clerk
Leigh Anne Salis

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, MARCH 1, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 1, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 11, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 15, 2022 MEETING 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 OF THE AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE (UDC) SIGNS.

PUBLIC HEARING AND CONSIDERATION OF VA 22-02: A REQUEST FOR VARIANCE ON REAR SETBACK AT 107 KERKLING DR. IN A SD-2 ZONING DISTRICT.

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION OF ENGAGING KIMLEY-HORN TO DEVELOP A FINAL MASTER PLAN AND CONSTRUCTION DOCUMENTS FOR GEORGE EVANS/NEEDMORE PARK AND PHASE 1 OF MCKEE PARK.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO A LICENSE AGREEMENT WITH TEXAS TECH UNIVERSITY AND ALLOW TEXAS TECH UNIVERSITY CONTRACTORS ACCESS TO A SELECTED AREA ON THE WEST SIDE OF AIRPORT PROPERTY TO SET UP A STICKNET WEATHER STATION AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF REAPPOINTMENT OF THOMAS STEWART AND TIME GEDDIE TO TWO YEAR TERMS TO END MARCH 1, 2024 AS INDEPENDENT CONSULTANTS FOR ARCHITECTURE REVIEW.
2. CONSIDERATION OF FP 22-05: A REQUEST FOR FINAL PLAT APPROVAL FOR RECONFIGURING THREE LOTS AT 815, 817, AND 821 HIGHWAY 12 WEST IN C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE UTILITY AGREEMENT FOR THE OFF-CORRIDOR ELECTRIC PROJECT AS PART OF BUILD PROJECT FBLD-7113-00(004)/108418-822000 AS SOON AS AUTHORIZATION IS PROVIDED BY MDOT AND FHWA.
2. CONSIDERATION OF APPROVING THE MDOT AGREEMENT FOR ENGINEERING SERVICES WITH ATWEL & GENT, P.A. RELATING TO BUILD GRANT PROJECT FBLD-7113-00(004)/108418-822000 AS SOON AS AUTHORIZATION IS PROVIDED BY MDOT AND FHWA.
3. CONSIDERATION OF APPROVAL OF SUMMARY CHANGE ORDER #1 IN THE AMOUNT OF (\$24,831.61) FOR THE ERBR OLD WEST POINT ROAD BRIDGE PROJECT AND AUTHORIZATION TO UTILIZE THE REMAINING FUNDS ON THE PROJECT SITE.
4. CONSIDERATION OF DECLARING MACHINE MOUNTED HYDRAULIC SAW (MN DFM EXR) AS SURPLUS AND AUCTIONED ON GOVDEALS.
5. CONSIDERATION OF ACCEPTANCE OF THE LOW BID FOR THE SPORTSPLEX DRAINAGE PROJECT FROM WEATHER'S CONSTRUCTION IN A BASE BID AMOUNT OF \$227,027.04 PLUS

ALTERNATE 1 IN THE AMOUNT OF \$13,524.50 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 21, 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.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR SFD TO ENTER INTO A MUTUAL AID AGREEMENT WITH OKTIBBEHA COUNTY DEPARTMENT/ EMS, TO PROVIDE AND RECEIVE MUTUAL AID WHEN CALLED UPON.
2. REQUEST AUTHORIZATION FOR FIRE MARSHAL MARK MCCURDY AND FIRE INSPECTOR JONATHAN WADE TO TRAVEL TO OXFORD, MS TO ATTEND THE 2022 MFIA SPRING SEMINAR – (THE GRADUATE HOTEL) ON APRIL 5 – 9, 2022 AT AN APPROXIMATE COST OF \$2,000 (HOTEL, REGISTRATION AND MEALS).

G. HUMAN RESOURCES

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

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO ACCEPT LOWEST AND / OR STATE CONTRACTED PRICES FOR CORNERSTONE EQUIPMENT WHICH INCLUDES 1 SCAG SPRAY/SPREADER AT STATE CONTRACTED PRICING, (2) X MARK MOWERS AT STATE CONTRACTED PRICING, 1 DUMP TRAILER WITH COVER, 1 JOHN DEERE GATOR AT STATE CONTRACTED PRICING.
2. CONSIDERATION TO ACCEPT BEST AND LOWEST QUOTES FOR THE SPORTSPLEX BATHROOM RENOVATION PROJECT THAT INCLUDES MIRRORS, HAND DRYERS, PICNIC TABLES, TRASH CANS, 3

COMPARTMENT SINKS, HAND/EYE WASHING STATION, FOOD GRADE TABLES AND A POPCORN MACHINE IN AN AMOUNT NOT TO EXCEED \$25,000.00.

3. CONSIDERATION TO ACCEPT THE AMENDED CORNERSTONE PRE-OPENING BUDGET.
4. CONSIDERATION OF THE CHANGE ORDER FOR T & M STEEL FOR CORNERSTONE CONSTRUCTION PROJECT IN THE AMOUNT OF \$103,120.00 TO BE TAKEN FROM THE PROJECT CONTINGENCY FUND.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO TRANSFER 3 WATER DIVISION VEHICLES TO THE STREET DEPARTMENT: 2005 GMC SIERRA (#106) VIN ENDING IN 1632, 2003 STERLING JET TRUCK (#133), VIN ENDING IN 0908, AND 2021 DODGE RAM 4500 (#195) VIN ENDING IN 6357.
2. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2005 GMC SIERRA FORD ESCAPE (#169), VIN NUMBER ENDING IN 5757 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.
3. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2010 FORD ESCAPE (#102), VIN NUMBER ENDING IN 6757 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.
4. REQUEST APPROVAL TO ACCEPT THE LOWEST QUOTE FROM WISSCO FOR THE PURCHASE OF A REFRIGERATE EFFLUENT SAMPLER IN THE AMOUNT OF \$7,995.00.

5. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM NESCO ELECTRICAL DISTRIBUTORS TO PURCHASE FLAME-RESISTANT UNIFORMS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$10,412.41.

6. REQUEST APPROVAL OF THE LOWEST QUOTE FROM LEE'S PRECAST FOR THE PURCHASE OF MATERIAL FOR THE COLLEGEVIEW LIFT STATION REMOVAL IN THE AMOUNT OF \$11,928.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel
- Property Acquisition

XV. OPEN SESSION

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

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 3-01-22
PAGE: 1 of 68

SUBJECT: Request approval of the minutes of the February 1, 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 February 1, 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
February 1, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on February 1, 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 and Hamp Beatty 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 Beatty offered a motion, duly seconded by Alderman Brooks, to approve the February 1, 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, FEBRUARY 1, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE DECEMBER 21, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 14, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

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

VIII. PUBLIC HEARING

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

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

IX. MAYOR'S BUSINESS

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

B. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO REVISE THE SIGN ORDINANCE TO ALLOW FOR AUTHORITY TO REMOVE NON-CONFORMING SIGNS AND PLACE A LIEN FOR ASSOCIATED COSTS FOR NON-COMPLIANCE AND AUTHORITY TO WAIVE FEES FOR AFFECTED PROPERTIES FOR NEW SIGN PERMITS IF IN COMPLIANCE WITH THE AMORTIZATION AND REMOVAL CLAUSE.

X. BOARD BUSINESS

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

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

XI. DEPARTMENT BUSINESS

A. AIRPORT

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

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

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

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. ACCEPTANCE OF THE LOWEST QUOTE FROM CIRCLE B CUTTERS LLC IN THE AMOUNT OF \$14,272.00 FOR THE SPORTSPLEX PARKING LOT LANDSCAPING.
2. APPROVAL TO PURCHASE VARIOUS LENGTHS AND SIZES OF N-12 HP DRAINAGE PIPE FROM SOURCE OF SUPPLY VENDORS, G&O SUPPLY OR CONSOLIDATED PIPE (BOTH HAD IDENTICAL BIDS), DEPENDING ON AVAILABILITY, IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE SPORTSPLEX DRAINAGE REPLACEMENT PROJECT.
3. CONSIDERATION OF APPROVAL TO PURCHASE BRIDGE COMPONENTS- BOLTS, BEARING PADS, GUARDRAIL AND PARAPET POSTS FROM FORTERRA, BEING A SOLE SOURCE DUE TO COMPATIBILITY WITH THE RECYCLED BRIDGE SLABS IN THE AMOUNT OF \$10,674.00.

E. FINANCE AND ADMINISTRATION

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

F. FIRE DEPARTMENT

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

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JALEN ESTERS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE BLAKE DANIELS AS A PART- TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE MARVIN HUGHES AS A POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION TO APPLY FOR THE FY23 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION PROJECT OF DUI ENFORCEMENT, WHICH IS 100% REIMBURSABLE, FUNDS 2 DUI OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT, AS WELL AS DUI EQUIPMENT.
- b. CONSIDERATION TO APPLY FOR THE FY23 402 100% REIMBURSABLE POLICE TRAFFIC SERVICES GRANT FOR THE CONTINUATION PROJECT OF POLICE TRAFFIC SERVICES ENFORCEMENT.
- c. REQUEST APPROVAL FOR CORPORAL PARKER MADEEN TO ATTEND A 3-DAY CRIMINAL INTERDICTION WORKSHOP IN BATON ROUGE, LA FEBRUARY 1ST THROUGH FEBRUARY 3, 2022 AT A COST OF \$1,049.00 FOR HOTEL AND COURSE.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

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

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

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

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

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Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE DECEMBER 21, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the December 21, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 14, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 14, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a renewal of the contract with Retail Strategies for another three years” is enumerated, this consent item is thereby approved.

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant"), the Oktibbeha County Economic Development Authority ("OCEDA"), the Starkville Visitors and Convention Council ("VCC"), and the City of Starkville, MS, ("Starkville") (collectively referred to as "Clients") on this the 1st of February 2022, as follows:

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

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

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

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

1. SCOPE OF SERVICES

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

2. TERM

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

3. COMPENSATION

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

Initial fees in year one are due upon execution of this Agreement. Consultant shall send

separate invoices to Starkville, OCEDA, and VCC for their pro-rata shares of annual compensation as outlined above.

4. CLIENTS' RESPONSIBILITIES

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

5. INTELLECTUAL PROPERTY

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

6. APPLICABLE LAWS

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

7. INSURANCE

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

8. DEFAULT AND TERMINATION

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

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

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

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

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

9. NOTICES/PARTIES REPRESENTATIVES

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

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

Starkville Visitors and Convention Council

200 E. Main St.
Starkville, MS 39759
Email: mtagert@starkville.org
Attention: Mike Tagert

Oktibbeha County Economic Development Authority
200 E. Main St.
Starkville, MS 39759
Email: mtagert@starkville.org
Attention: Mike Tagert

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. S. Suite, 100
Birmingham, AL 35233
Email: sleara@retailstrategies.com
Attention: Steve Leara

10. INDEPENDENT CONTRACTOR

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

11. INDEMNIFICATION

Consultant shall indemnify, defend, and hold harmless Clients and their officers, agents, servants, and employees from and against any and all loss, damage, or liability resulting from any claims, suits, and actions for injuries to persons or entities and damages caused by or arising out of any action or inaction of Consultant, or anyone directly or indirectly employed by it or anyone for whose acts Consultant may be liable, in any way associated

or connected with the performance of the services herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory acts or omissions of Client, its officers, agents, servants, or employees. This indemnity includes, but is not limited to, court costs, attorney fees, costs of investigation, costs of defense, settlement and judgments associated with such claims, suits or actions.

12. **COVENANT NOT TO COMPETE**

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

13. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

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

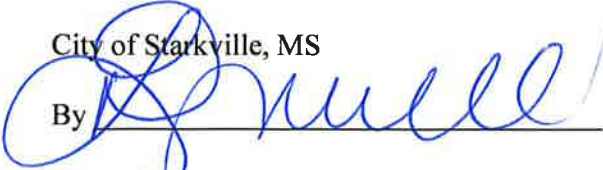
Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts,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

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

SIGNATURES ON FOLLOWING PAGE

CLIENTS:

City of Starkville, MS

By 

Title Mayor

Date 2-1-2022

Oktibbeha County Economic Development
Authority

By _____

Title _____

Date _____

Starkville Visitors and Convention Council

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

I. CONSULTANT AGREEMENT

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

A. Research

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

B. Boots on the Ground Analysis

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

C. Retail Recruitment

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

II. CLIENTS AGREEMENT

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

A. Point of Contact

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

B. Information and Material Requested by Consultant:

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

C. Information and Material Requested by Clients:

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



RETASPE-01

KRMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2022

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

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

PRODUCER Petra RMS 2140 11th Ave South, Suite 400 Birmingham, AL 35205	CONTACT NAME:	
	PHONE (A/C, No, Ext): (205) 354-2700	FAX (A/C, No): (205) 449-5585
INSURED Retail Specialists, LLC 2200 Magnolia Avenue, Ste. 100 Birmingham, AL 35205	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : CINCINNATI INSURANCE COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Retail Strategies, LLC is named as Additional Insured with respect to General Liability Coverage as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Starkville
110 West Main Street
Starkville, MS 39759

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

AUTHORIZED REPRESENTATIVE

5. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO REVISE THE SIGN ORDINANCE TO ALLOW FOR AUTHORITY TO REMOVE NON-CONFORMING SIGNS AND PLACE A LIEN FOR ASSOCIATED COSTS FOR NON-COMPLIANCE AND AUTHORITY TO WAIVE FEES FOR AFFECTED PROPERTIES FOR NEW SIGN PERMITS IF IN COMPLIANCE WITH THE AMORTIZATION AND REMOVAL CLAUSE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first of two public hearings to amend the sign ordinance” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of reappointing Mr. Sumner Davis to the Starkville Oktibbeha County School District Board” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the Lease Agreement Renewal between the City of Starkville and Kyle Knight for use of the agricultural land inside the fenced area for one year” is enumerated, this consent item is thereby approved. The agreement follows this page.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a contract for web-based services with Camino, Inc. to enhance customer access and experiences with building, planning and permitting services and to include GIS locations in the decision making process for zoning, floodplain and building requirements” is enumerated, this consent item is thereby approved. The agreement follows the Item 7 Airport Lease.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Circle B Cutters LLC for landscaping for the Sportsplex parking lot project in the amount of \$14,272.00” is enumerated, this consent item is thereby approved.

Quotes Received: Circle B Cutters LLC - \$14,272.00, Bullman Yardworks LLC - \$21,200.00 and SGK Landscapes - \$22,908.49

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase various lengths and sizes of N-12 HP drainage pipe from Source of Supply vendors, G&O Supply or Consolidated pipe (both had identical bids), depending on availability, in an amount not to exceed \$100,000 for the Sportsplex drainage replacement project” is enumerated, this consent item is thereby approved.

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT**

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the leased premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without

limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

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

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part

of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

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

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

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

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

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. WASTE.

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

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

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage

receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

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

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

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

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

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

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

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

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

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

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

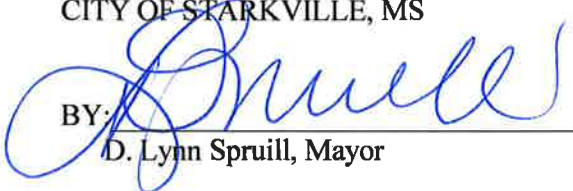
IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

KYLE KNIGHT

LESSOR

CITY OF STARKVILLE, MS

BY: 

D. Lynn Spruill, Mayor

ATTEST:



Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

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

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

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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

Given under my hand and seal, this the 2 day of February, 2022.

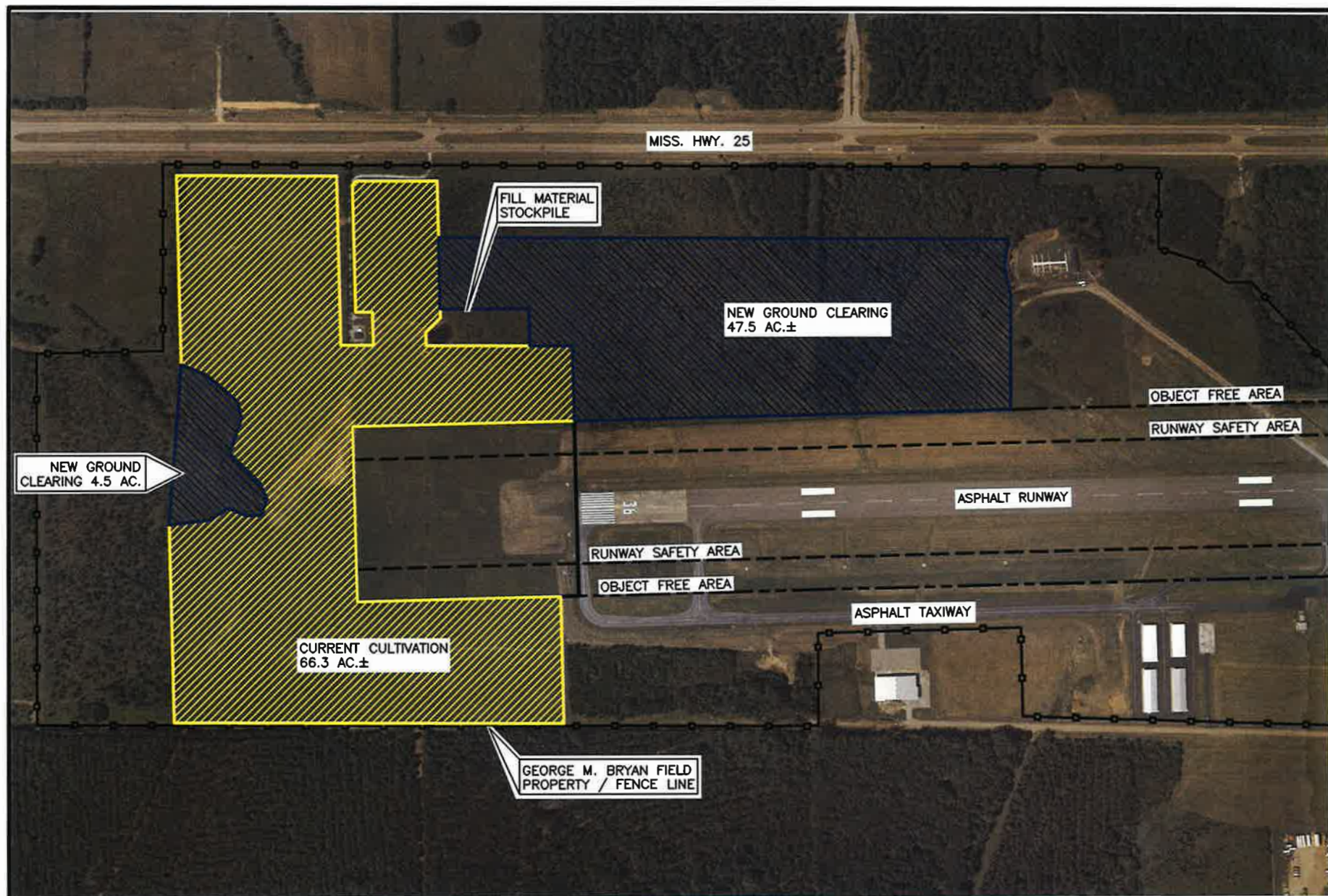


(S E A L)


NOTARY PUBLIC

MY COMMISSION EXPIRES:

Oct 12, 2024



CLEARWATER CONSULTANTS, INC.
STARKVILLE, MISSISSIPPI

GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI

SCALE: 1" = 600'±
DATE: FEBRUARY 2017

LAND AVAILABLE FOR
AGRICULTURAL LEASE

FIGURE
1

To Whom It May Concern:

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

Thanks,


Kyle Knight



Proposal for City of Starkville, MS

Permit Guide

Summary of Solution

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

Camino Guide Summary:

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

Features:

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

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

☒ Self-Service Implementation

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

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

The self-service implementation includes:

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

☐ Camino-led Implementation

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

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

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

Customer Service

Service Level Agreement

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

- Chrome
- Firefox
- Internet Explorer / Edge
- Safari

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

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

Technical Support Services

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

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

Camino uses the following incident response levels:

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

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

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

Training

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

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

CAMINO INC. SOFTWARE SERVICES AGREEMENT

	<u>Organization Contact</u>	<u>Billing Contact (If Different)</u>
Customer Name:		
Contact Name:		
Address:		
Telephone:		
Email:		

Effective Date:

Scope of Agreement: As outlined in the above proposal.

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

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

	<u>Customer</u>	<u>Camino</u>
Signature:		
Printed Name:		Nate Levine
Title:		CSO
Date:		

Appendix A

Camino Terms and Conditions

1. SOFTWARE SERVICES

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

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

2. RESTRICTIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

6. TERM & TERMINATION

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

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

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

7. WARRANTY AND DISCLAIMER

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

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

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

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

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

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

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

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

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

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

Appendix B

Fees

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

Pricing Structure

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

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

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase bridge components- bolts, bearing pads, guardrail and parapet posts from Forterra, being a sole source due to compatibility with the recycled bridge slabs in the amount of \$10,674.00” is enumerated, this consent item is thereby approved. Forterra was the original manufacturer of the bridge and the components are unique to the bridge.

12. CONSIDERATION TO NAME REGIONS BANK AS THE MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Regions Bank as the Municipal Depository for the City of Starkville” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO PURCHASE A 2022 DODGE DURANGO ALL WHEEL DRIVE, AT A COST OF \$39,731, THE LOWER OF TWO QUOTES, FROM PARKER CDJR, STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 2022 Dodge Durango All Wheel Drive, the lower of two comparable quotes, at a cost of \$39,731, from Parker CDJR, Starkville, MS” is enumerated, this consent item is thereby approved.

Two quotes received: Parker CDJR - \$39,73.00 and Cannon Ford of Starkville - \$54,722.00

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Jalen Esters as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE BLAKE DANIELS AS A PART- TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Blake Daniels as a part-time Firefighter” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE MARVIN HUGHES AS A POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Marvin Hughes as a Police Officer” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO APPLY FOR THE FY23 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION PROJECT OF DUI ENFORCEMENT, WHICH IS 100% REIMBURSABLE, FUNDS 2 DUI OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT, AS WELL AS DUI EQUIPMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for the FY23 405D Alcohol and Drug Impaired Driving Enforcement grant for the continuation project of DUI enforcement, which is 100% reimbursable, funds 2 DUI officers and approximately 600 hours in overtime for DUI enforcement as well as DUI equipment” is enumerated, this consent item is thereby approved. The offer follows this page.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for the FY23402 Police Traffic Services grant for the continuation project of Police traffic Services Enforcement, which is 100% reimbursable, funding radar equipment and approximately 600 hours in overtime enforcement” is enumerated, this consent item is thereby approved. The offer follows the 405D offer.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Corporal Parker Madeen to attend a 3-day Criminal Interdiction Workshop in Baton Rouge, LA February 1st through February 3, 2022 at a cost of \$1,049.00 for hotel and course” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water Division 2003 GMC Sierra truck (#160), vin number ending in 6536 as surplus and to auction on govdeals and authorization to purchase an equivalent vehicle replacement from state contract” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO PURCHASE FROM STATE CONTRACT FOR AUDIOVISUAL EQUIPMENT FROM HOWARD TECHNOLOGIES FOR THE OPERATION’S CENTER ADDITION TRAINING ROOM IN THE AMOUNT OF \$24,255.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase from state contract for audiovisual equipment from Howard Technologies for the operation’s center addition training room in the amount of \$24,255.00” is enumerated, this consent item is thereby approved.

Alderman Roy A’. Perkins arrived at the conclusion of the reading of the consented items.

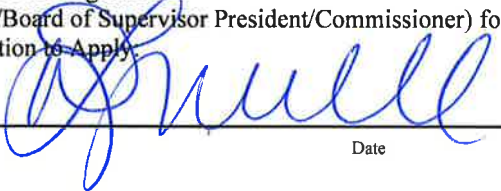
FY23 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)**Mississippi Office of Highway Safety**

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name: City of Starkville Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone: 662-323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Date: January 19, 2022	
		3. Beginning and Ending Dates: <u>X</u> Full Grant: (October 1, 2022 - September 30, 2023)	
		4. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method	
		5. DUNS # - 0957074444	
		6. Congressional District- MS03	
7. Program Title:			
8. The following funds will be proposed for FY23 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$113,349.20	(1) Federal	\$116,079.20
(2) Personal Services-Fringe (State Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment	\$2730.00		
(6) Commodities			
TOTAL	\$116,079.20	TOTAL	\$116,079.20
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Contractual Commodities		Proposed Countermeasures Travel	Personal Services Equipment
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply: 		MOHS USE Only:	
Signature _____ Date _____			
Print Name: Lynn Spruill Title: Mayor, City of Starkville			

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

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

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

Problem Identification: Location

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

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

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

Problem Identification Summary:

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

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

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

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

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

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

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

Problem Identification

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

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

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

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

Please use 2019 fatality and injury data.

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

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

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

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

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **fatalities** from 3 in 2019 to 1 by the end of 2023.

The jurisdiction/agency will maintain the number of drug related **fatalities** from 0 in 2019 to 0 by the end of 2023.

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **injuries** from 5 in 2019 to 2 by the end of 2023.

The jurisdiction/agency will reduce the number of drug related **injuries** from 2 in 2019 to 1 by the end of 2023.

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

Increase the number of grant funded DUI Arrest citations from 239 in FY21 to 245 in FY23.

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

Increase the number of grant funded DUI Other (drug) citations from 24 in FY21 to 26 in FY23.

Strategies for Project:

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

 X Yes No

FY23 Proposed Program Coordination:

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

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

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

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

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

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

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

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

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

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

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

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

(STATE AGENCY ONLY)

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

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

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

FY23 Proposed Contractual Services Expenses:

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

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

FY23 Proposed Travel Expenses:

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

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

FY23 Proposed Equipment:

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

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

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

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

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

FY23 Proposed Commodities:

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

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

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY23 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY23 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

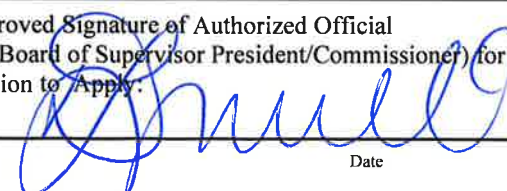
If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY23 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.

FY23 MOHS POLICE TRAFFIC SERVICES GRANT APPLICATION (402)

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

1. Applicant Name: City of Starkville Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone: 662-323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Date: January 19, 2022	
		3. Beginning and Ending Dates: ☒ Full Grant: (October 1, 2022 - September 30, 2023) ☐ Mini Grant: (April 1, 2023 - September 30, 2023) ☐ Other (Specify Date: _____)	
		4. Subgrant Payment Method: ☒ Cost Reimbursement Method	
		5. DUNS # - 0957074444	
		6. Congressional District- MS03	
		7. Program Title: Police Traffic Services	
8. The following funds will be proposed for FY23 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$17,340.00	(1) Federal	\$23,696.00
(2) Personal Services-Fringe (State Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment	\$6,356.00		
(6) Commodities			
TOTAL	\$23,696.00	TOTAL	\$23,696.00
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Contractual Commodities		Proposed Countermeasures Travel	Personal Services Equipment
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:  Signature _____ Date _____ Print Name: Lynn Spruill Title: Mayor, City of Starkville		MOHS USE Only:	

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

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

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

Problem Identification: Location

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

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

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

Problem Identification Summary:

Police Traffic Services (402 PT) - Police Traffic Services enforcement projects are for seatbelt, child restraint, and speed related activities, programs, and projects.

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

During the school year, Starkville hosts thousands of visitors for various reasons including college sporting events, concerts, business events and festivals. Estimated attendance at the annual Bulldog Bash is about 45,000 pre-covid. During the past years, additional bar and club establishments have been opened, and cold beer sales were approved. With the wide variety of the types of clubs, the nightlife in Starkville has grown exponentially. In addition to festivals, concerts, and sporting events, Starkville has a ever-revolving population of students, ranging in ages 17-24. The increased number of residents and visitors along with extended club hours have increased the number of seat belt, child restraints and speeding citations consistently over the past years were students and parents are arriving for the first time in Starkville.

Prior to the full implementation of traffic assisted grants in the city, Starkville as well as the county saw between 5-10 fatalities on a yearly basis. Many of the serious injuries and fatalities throughout the nation are related directly to speeding and failure to wear safety belts, and the City of Starkville is no different in this aspect. When talking with those in the community it is obvious that the work done in relation to Speeding and Seat Belt usage is being taken seriously. These people comment a citation is most likely the outcome if seen by an officer on patrol in our city when in violation.

Starkville maintains a dedicated motorcycle unit for traffic enforcement. Two Motorcycles were purchased and after training two officers for this unit, they began to focus more on the problems related to traffic. Shortly following, this department began seeing a steady decline in collisions mainly in part by the efforts of these officers to stop violations of speeding and non seat belt usage, which also lead to the arrests of impaired drivers.

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

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

Police Traffic Services (402 PT) - The traffic enforcement necessary to directly impact fatalities and injuries which includes all aspects of traffic enforcement in the combined areas of Occupant Protection, Child Restraint and Speed. Police Traffic Service programs will work the national priority program blitz campaign Click It or Ticket.

Please use 2019 fatality and injury crash data.

Target for Enforcement Project-Police Traffic Services (402PT): Please select "reduce or maintain".

The jurisdiction/agency will reduce the number of unbelted fatalities from 2 in 2019 to 0 by the end of 2023.

The jurisdiction/agency will (reduce or maintain) the number of unbelted injuries from 14 in 2019 to 8 by the end of 2023.

The jurisdiction/agency will maintain the number of speed fatalities from 0 in 2019 to 0 by the end of 2023.

The jurisdiction/agency will reduce the number of speed injuries from 12 in 2019 to 7 by the end of 2023.

Performance Measures for Enforcement Project: Continuation Projects should use 2021 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your "grant funded" citations at "0". **Please select "increase or maintain".**

Increase the number of grant funded Seatbelt citations from 36 in FY21 to 500 in FY23.

Increase the number of grant funded Child Restraint citations from 0 in FY21 to 15 in FY23.

Increase the number of grant funded Speed citations from 34 in FY21 to 130 in FY23.

Strategies for Project:

- Conduct at least 12 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)

FY23 Proposed Program Coordination:

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

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

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

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

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

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

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

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total:
Overtime for PTS Enforcement	100	\$17.00(entry)	\$25.50	680	\$17,340

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

(STATE AGENCY ONLY)

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

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

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

FY23 Proposed Contractual Services Expenses:

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

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

FY23 Proposed Travel Expenses:

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

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

FY23 Proposed Equipment:

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

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

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

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

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Stalker Radar	4	\$1,589.00	\$6,356.00
Total Equipment Expense:			\$6,356.00

FY23 Proposed Commodities:

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

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

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY23 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY23 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY23 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.



applied concepts, inc.

QUOTE
2058829

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 01/25/22

Inside Sales Partner: Brooke Journet
+1-469-656-8011
brookej@stalkerradar.com

Reg Sales Mgr: Debbie Aull
+1-214-551-5538
aull@stalkerradar.com

Effective From : 01/25/2022

Valid Through: 04/25/2022

Lead Time: 30 working days

Bill To: Starkville Police Dept 101 E Lampkin St Starkville, MS 39759-2944	Customer ID: 108032 Accounts Payable	Ship To: Starkville Police Dept 101 E Lampkin St Starkville, MS 39759-2944	<i>FedEx Ground</i> Officer Chris Jackson
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	805-0022-00	Dual - 2 Antenna Radar System	36	\$1,589.00	\$6,356.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	4	200-0998-40	Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered		\$0.00
2	4	200-0996-30	Dual Modular Display, Bright LEDs		\$0.00
3	8	200-1237-35	Dual Ka Antenna		\$0.00
4	4	200-0920-00	Dual SL Remote Control w/Screw Latch		\$0.00
5	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	4	200-0243-00	Counting/Display Tall Mount		\$0.00
8	4	200-0244-00	Antenna Dash Mount		\$0.00
9	4	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	4	200-0648-00	Display Sun Shield		\$0.00
11	4	155-2591-04	4 Foot Antenna Cable, IP67		\$0.00
12	4	155-2591-16	16 Foot Antenna Cable, IP67		\$0.00
13	4	155-2058-00	Power Cable W/Cigarette Plug		\$0.00
14	4	200-0820-00	Dual Manual Kit		\$0.00
15	4	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
16	4	060-1000-36	36 Month Warranty		\$0.00

Group Total \$6,356.00

Product	\$6,356.00	Sub-Total:	\$6,356.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$6,356.00

Vehicle Information:
2021 Dodge Charger

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted the turf field at the Sportsplex is complete and encouraged all to visit the park.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Police for checking on him when he missed the January 18 Board Meeting. He expressed concern with speeding in Pecan Acres.

Christopher Elsey, Therapist at MSU, asked for City support if the CARES grant ends. He stated he felt it would be detrimental to the mental health of local children if this service is no longer provided.

PUBLIC APPEARANCE:

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

The Starkville Boys and Girls Club is located at 911 Lynn Lane. Mr. Thompson presented the 3 Priority Outcomes of the organization: Academic Success, Good Character and Citizenship and Healthy Lifestyles.

He also noted ten areas in which they need assistance:

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

He invited the Mayor and Board to the March 31, 2022 Lunch and Learn at the Starkville Unit.

PUBLIC HEARINGS:

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

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

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

22. CONSIDERATION OF APPROVAL OF VA 22-0.

Alderman Beatty, duly seconded by Alderman Perkins, offered a motion approving VA 22-0: a request for variance on rear setback at 114 Mohawk Street in a SD-6 zoning district. 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: Absent

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

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

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

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

Mayor Spruill opened the Public Hearing.

Alvin Turner, noted his complex is currently being inspected by HUD and he is in favor of all rentals being inspected for safety.

There being no additional comments, the Mayor closed the Public Hearing. The Board considered drafts of all the revised sections, but took no action.

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

Ms. Georgia Lindley presented her qualifications and interest in appointment to the Heritage Museum Board. The other applicant was not present at the meeting. Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to appoint Georgia Lindley to fill the vacancy for the Oktibbeha County Heritage Museum Board for a three-year appointment that will begin February 2, 2022 and end February 2, 2025. 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: Absent

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

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 25, 2022 for fiscal year ending 9/30/22, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 370,137.44
Airport Fund	015	23,554.47
Sanitation	022	68,537.17
Computer Assessments	107	175.00
BUILD Grant	377	7,309.30
Park Bond - 2020	380	538,654.84
Trust & Agency	610	28,243.13
Economic Dev, Tourism	630	112,080.17
Sub Total Before Utilities		\$ 1,148,691.52
Utilities Dept.	SED	241,074.18
Total Claims	Total	\$ 1,389,765.70

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, for the Board of Aldermen to recess the meeting until February 15, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____, 2022.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
February 11, 2022**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, February 11, 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 Sandra Sistrunk, Alderman Mike Brooks, Aldermen Henry Vaughn and Alderman Hamp Beatty. Attending the Board were Attorney Chris Latimer and Grants Coordinator Deputy Clerk Joanna McLaurin.

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 meeting was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

Sumner Davis, President of the Starkville Oktibbeha County School Board, and Dr. Eddie Peasant, District Superintendent, gave an update on the Starkville Oktibbeha County School District.

During the work session, the Mayor and Board discussed items on the upcoming February 15, 2022 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2022.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN, DEPUTY CITY CLERK



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, FEBRUARY 11, 2022**

**AT 11:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
FEBRUARY 12, 2022
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY SUMNER DAVIS AND DR. EDDIE PEASANT ON
STARKVILLE OKTIBBEHA COUNTY SCHOOL DISTRICT UPDATE**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE FEBRUARY 15, 2022,
REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**
- D. ADJOURN MEETING**



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

AGENDA ITEM: MINUTES
AGENDA DATE: 3-01-22
PAGE: 1 of 112

SUBJECT: Request approval of the minutes of the February 15, 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 February 15, 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
February 15, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on February 15, 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.

Alderman Perkins asked to place item XI. L. 6. "Babylon Road Sanitary Sewer Project" to consent.

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

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the February 15, 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, 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. BOARD BUSINESS

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. DEPARTMENT BUSINESS

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 A 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 BOX CONSTRUCTION IN THE AMOUNT OF \$ 520,269.20 PENDING FEDERAL APPROVAL OF THE BID.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

SALE OF PROPERTY

POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL MARCH 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 – 27:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 4, 2022 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 February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 4, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 18, 2022 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 February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 18, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 28, 2022 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of extending the Proclamation of a local emergency due to the Covid-19 virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

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

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

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

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

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

DATE: February 15, 2022

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of accepting the lower quote of \$9,500.00 from Eagle Construction for professional services of asbestos removal at building #5 Brookville Gardens” is enumerated, this consent item is thereby approved.

Quotes Received: Eagle Construction - \$ 9,500.00, Air Environmental - \$14,500.00 and EAC - \$12,600.00

8. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

9. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of 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” is enumerated, this consent item is thereby approved.

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

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.

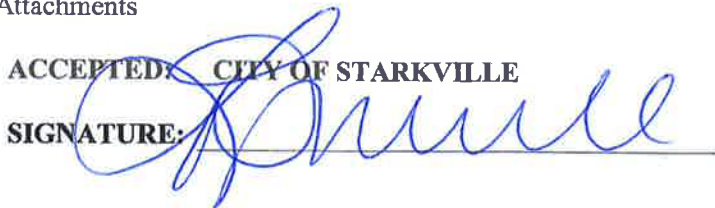


Kevin Stafford, P.E.
Vice President

Attachments

ACCEPTED: CITY OF STARKVILLE

SIGNATURE:



DATE: 11-4-2020

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



EXHIBIT B
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.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the revised BUILD Grant agreement and authorization for the Mayor to execute the final version after approval from FHWA and MDOT” is enumerated, this consent item is thereby approved. The agreement follows this page.

11. CONSIDERATION TO APPROVE 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved. The agreement follows the Revised BUILD grant agreement.

12. ACCEPTANCE OF JANUARY 2022 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “acceptance of the January 2022 preliminary financial statements” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVAL OF FISCAL YEAR 2022 BUDGET ADJUSTMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of fiscal year 2022 budget adjustments” is enumerated, this consent item is thereby approved. The adjustments follow the Atwell and Gent agreement.

14. CONSIDERATION TO HIRE COURTNEY COCHRAN AS A PROGRAM COORDINATOR/ INTERN FOR KEEP STARKVILLE BEAUTIFUL IN THE PLANNING DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Courtney Cochran as a Program Coordinator/ Intern for Keep Starkville Beautiful in the Planning Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO CLASSIFY ALLEN PEPPER AS A MAINTENANCE SUPERVISOR IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to classify Allen Pepper as a Maintenance Supervisor in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

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 Funds ² :	\$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:

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
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

_____ Date	By: _____ 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

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: _____

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
<u>Revenues</u>			
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
<u>Expenses</u>			
9 Purchased Power Expense	32,695,000	(1,695,000)	31,000,000
<u>Payroll Expenses</u>			
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
<u>Operating Expenses</u>			
16 City Administrative 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 – Electric Department
Budget Year 2022 (10/2021-9/2022) Amendment**

	Current Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>			
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
<u>Capital Expense</u>			
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
<u>Debt Expenses</u>			
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)
<u>54 Capital Projects (Net of Long-Term Debt Funding) - #54 Detail</u>			
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
<u>Revenues</u>				
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
<u>Expenses</u>				
<u>Payroll Expenses</u>				
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
<u>Operating Expenses</u>				
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 – Water & Sewer Department
Budget Year 2022 (10/2021-9/2022) Amendment**

		Current Budget	Amendments	Amended Budget
	<u>Maintenance Expense</u>			
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
	<u>Capital Expense</u>			
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
	<u>Debt Expenses</u>			
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)

	<u>Capital Expense (Net of Long-Term Debt Funding) - #50 Detail</u>			
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

16. CONSIDERATION TO HIRE STEPHEN BOREN AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Stephen Boren as a Certified Firefighter” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE BAILEY WOFFORD AS AN ENGINEERING ASSOCIATE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Bailey Wofford as an Engineering Associate in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE JOE DANTZLER AND JEREMY HAIRSTON AS DRIVERS 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 February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Joe Dantzler and Jeremy Hairston as Drivers in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE DAVID GERMAN AS A GIS COORDINATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire David German as a GIS Coordinator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO CALL 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 THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to call 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 the public health, safety and welfare of the community” is enumerated, this consent item is thereby approved.

21. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase one knuckle boom 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” is enumerated, this consent item is thereby approved.

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)	1.00	120	60	300	320

22. CONSIDERATION TO ACCEPT CHANGE ORDER NUMBER 2 TO FINALIZE THE WASTEWATER BIOSOLID'S IMPROVEMENT PROJECT AND TO SUBMIT FINAL PAYMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the "approval to accept change order number 2 to finalize the wastewater Biosolid's Improvement project and to submit final payment" is enumerated, this consent item is thereby approved. The Change Order follows this page.

23. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE ELECTRIC DIVISION RIGHT OF WAY CLEARING SERVICE CONTRACTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the "approval to advertise for bids for the Electric Division Right of Way clearing service contracts" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the "approval for Starkville Utilities to initiate Task Order #8 from Garver, LLC under their professional service agreement for various water and sewer engineering support" is enumerated, this consent item is thereby approved.

25. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the "approval 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" is enumerated, this consent item is thereby approved.

Two Quotes Received: Howard Technology - \$ 26,107.00 and Security Solutions - \$27,397.25

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:

EVOLVA REQUESTED TO REMOVE 1 BAFFLE IN THE EAST DITCH AND THE PREFERRABLE APPROACH WAS TO REMOVE ALL 3 AT ONE TIME.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>7,723,200.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to: <u>2</u> \$ <u>15,751.00</u>
Contract Price prior to this Change Order: \$ <u>7,709,024.00</u>
Net increase (decrease) of this Change Order: \$ <u>1,575.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: <u>N/A</u> Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)

City of Starkville, MS
Ernest E Jones WWTP - Biosolids Improvements
August 22, 2019

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: 
ENGINEER (Authorized Signature)
Signature)

Date: 2-1-22

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: 
CONTRACTOR (Authorized

Date: 2/1/22

26. CONSIDERATION FOR STARKVILLE UTILITIES TO RENEW THE PROFESSIONAL SERVICE AGREEMENT WITH NARRATIVE 12 FOR COMMUNICATION SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Starkville Utilities to renew the professional service agreement with Narrative 12 for communication services” is enumerated, this consent item is thereby approved. The agreement follows this page.

27. CONSIDERATION 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 APPROVAL OF THE MS DEVELOPMENT AUTHORITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved. The Bid Tab and Contractor Eligibility Certification follows the Narrative 12 agreement.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced new employees Dylan White, Airport Operations Manager; Cindy Perkins, Deputy Clerk – Accounts Payable and Lisa LeMasters, Deputy Clerk – Accounts Receivable. The Mayor congratulated Starkville Utilities for recently being awarded the GSDP Main Street Award and noted the turf fields at Cornerstone Park are being installed beginning February 16. She also recognized and welcomed all the Scouts present in the audience.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk encouraged the Scouts to become involved in their community and to perhaps run for office themselves one day.

Alderman Rupp noted GLO won the GSDP Starkville Industry of the Year award.

Alderman Perkins thanked all involved with seeing the Babylon Road Sewer project becoming a reality. He noted this project had proven to be a great example of patience and diligence over the years it has taken to work up the project and funding. He stated he is grateful for the cooperation of the area residents and hopes to see work fully completed by the end of the year.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the City look at Womack Street to see if more lighting can be added. He also asked that ADA safety be looked at on Main Street.

PUBLIC APPEARANCE: None

Agreement

Between

NARRATIVE¹²

and



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: 
Checky Herrington
Principal

By: _____
Terry Kemp
SU General Manager

Date: 2/3/22

Date: _____

TABULATION OF BIDS

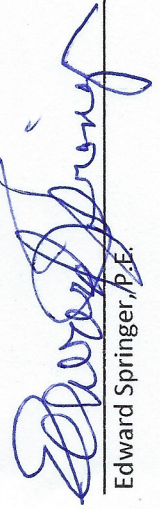
Project: Babylon Road Sewer Additions

Location: Starkville, MS

Date: February 14, 2022

Item No.	Item	Quantity	Unit	Engineering Estimate		Michael Box Construction		4-D Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1.0	Lump Sum	\$45,000.00	\$45,000.00	\$236,875.20	\$236,875.20	\$25,000.00	\$25,000.00
2	8" PVC Sewer Main (0'-6' Depth)	3012.0	Lin. Ft.	\$37.00	\$111,444.00	\$29.00	\$87,348.00	\$55.00	\$165,660.00
3	8" PVC Sewer Main (6'-10' Depth)	875.0	Lin. Ft.	\$45.00	\$39,375.00	\$35.00	\$30,625.00	\$60.00	\$52,500.00
4	1-1/4" PVC Force Main	2291.0	Lin. Ft.	\$20.00	\$45,820.00	\$8.00	\$18,328.00	\$10.00	\$22,910.00
5	Air Release Valve Assembly	3.0	Each	\$8,800.00	\$26,400.00	\$1,000.00	\$3,000.00	\$8,200.00	\$24,600.00
6	48" Diameter Manhole (0'-6' Depth)	13.0	Each	\$4,800.00	\$62,400.00	\$3,000.00	\$39,000.00	\$4,500.00	\$58,500.00
7	48" Diameter Manhole (6'-10' Depth)	2.0	Each	\$6,200.00	\$12,400.00	\$3,900.00	\$7,800.00	\$5,000.00	\$10,000.00
8	Washed Gravel	80.0	Cu. Yds.	\$40.00	\$3,200.00	\$25.00	\$2,000.00	\$40.00	\$3,200.00
9	Crushed Limestone Aggregate	120.0	Cu. Yds.	\$80.00	\$9,600.00	\$45.00	\$5,400.00	\$75.00	\$9,000.00
10	Select Fill Material (lift station pads)	80.0	Cu. Yds.	\$20.00	\$1,600.00	\$25.00	\$2,000.00	\$40.00	\$3,200.00
11	Silt Fence	1500.0	Lin. Ft.	\$5.00	\$7,500.00	\$3.00	\$4,500.00	\$4.00	\$6,000.00
12	Straw Bales	100.0	Each	\$15.00	\$1,500.00	\$13.00	\$1,300.00	\$15.00	\$1,500.00
13	Ag. Lime, Fertilizer, Mulch and Seeding	2.4	Acres	\$1,300.00	\$3,120.00	\$1,120.00	\$2,688.00	\$6,800.00	\$16,320.00
14	Clearing and Grubbing	2.4	Acres	\$10,000.00	\$24,000.00	\$4,000.00	\$9,600.00	\$5,500.00	\$13,200.00
15	15" Corrugated Plastic Pipe	20.0	Lin. Ft.	\$40.00	\$800.00	\$20.00	\$400.00	\$75.00	\$1,500.00
16	36" Corrugated Plastic Pipe	10.0	Lin. Ft.	\$100.00	\$1,000.00	\$50.00	\$500.00	\$150.00	\$1,500.00
17	Concrete Collar	1.0	Each	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
18	Service Connections	11.0	Each	\$800.00	\$8,800.00	\$920.00	\$10,120.00	\$2,500.00	\$27,500.00
19	4" PVC Sewer Service Line	1920.0	Lin. Ft.	\$25.00	\$48,000.00	\$16.00	\$30,720.00	\$25.00	\$48,000.00
20	6" PVC Sewer Service Line	135.0	Lin. Ft.	\$30.00	\$4,050.00	\$19.00	\$2,565.00	\$35.00	\$4,725.00
21	Creek Crossing (encasement and foundation)	1.0	Each	\$10,000.00	\$10,000.00	\$5,100.00	\$5,100.00	\$18,000.00	\$18,000.00
22	Sewer Lift Station	2.0	Each	\$95,000.00	\$190,000.00	\$9,700.00	\$19,400.00	\$190,000.00	\$380,000.00
Total Base Bid					\$656,509.00		\$520,269.20		\$897,815.00

I hereby certify that to the best of my knowledge, this is a true and correct copy of the bid tabulation of the bids for Babylon Road Sewer Additions opened on February 14, 2022 at 9:00 am.


Edward Springer, P.E.



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

February 16, 2022

Phylis W. Benson
Project Analyst
Golden Triangle Planning and Development District, Inc.
P.O. Box 828
Starkville, MS 39760-0828

RE: Contractor's Eligibility: City of Starkville
Grant #: 1136-20-347-PF-01

Dear Ms. Benson:

This letter is in response to your request for contractor eligibility dated February 16, 2022, for the following: Michael Box Construction, LLC, 875 East Sherwood OCL Road, Mathiston, MS 39752.

The Community Incentives Division of the Mississippi Development Authority has received your submitted documentation requesting the referenced contractor's status of being debarred, suspended or ineligible from Federal Procurement and Non-Procurement Programs. The Compliance Bureau did not find the contractor ineligible; therefore, the contractor is eligible to participate in the above-mentioned project.

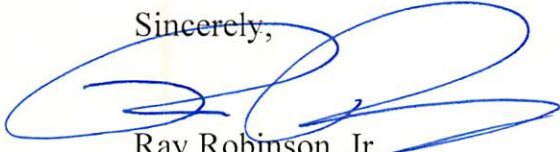
The Award Notification Form has been revised to include the date, time and place of the pre-construction conference. A representative from the division has the discretion to attend the conference. The Award Notification Form must be submitted to the appropriate division program manager prior to the first construction draw. Please submit HUD Form 4710, "*Semiannual Labor Compliance Report*," for projects requiring compliance with Davis-Bacon and Related Acts as contracts are awarded.

The City of Starkville must adhere to the Section 3 regulatory requirement found at 24 CFR 75 of the Federal regulation. It also must ensure to the "greatest extent feasible" that economic opportunities, employment and job training are provided to Section 3-covered residents and businesses within the community, as a result of the federally funded construction project.

Please refer to the CID Section 3 Policy and Procedures located at <https://mississippi.org/community-resources/compliance-bureau/>. Click on "Section 3 (24 CFR75)," then click on "CID Section 3 Policy and Procedures 2021."

If we can be of further assistance, please contact me at 601.359.9273.

Sincerely,



Ray Robinson, Jr.
Compliance Bureau Manager
Community Incentives Division

Enclosures

cc: Mayor D. Lynn Spruill
City of Starkville

PUBLIC HEARINGS:

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

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

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

Mayor Spruill opened the Public Hearing.

Alvin Turner noted his home recently was inspected as part of HUD housing and he felt this to be a positive thing for rental properties.

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

28. CONSIDERATION OF AMENDING SECTIONS 3, 17, AND 18 OF THE UNIFIED DEVELOPMENT CODE WITH THE ADDITION OF THE RENTAL HOUSING CODE

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion approving the amending of sections 3, 17, and 18 of the Unified Development Code with the addition of the Rental Housing Code. The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Nay
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 amendments follow this page.

ORDINANCE NO. 2022-01

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 Sistrunk and seconded by Alderman Brooks 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: <u>Nay</u>
Alderman Sandra C. Sistrunk	Ward 2	Voted: <u>Yea</u>
Alderman Jeffrey Rupp	Ward 3	Voted: <u>Yea</u>
Alderman Mike Brooks	Ward 4	Voted: <u>Nay</u>
Alderman Hamp Beatty	Ward 5	Voted: <u>Yea</u>
Vice Mayor Roy A'. Perkins	Ward 6	Voted: <u>Yea</u>
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted: <u>Yea</u>

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

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.

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

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

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

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

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

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

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

3.4.3. Review procedures.

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

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

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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.

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- 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.

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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.

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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.

Section 13. Use Standards

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

13.7.11. Food Truck

A. Definition: A licensed, motorized vehicle or mobile food unit which is temporarily parked on private property and not on the right-of-way where food items are sold to the general public. If on the right-of-way, refer to the 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. All food truck vendors shall obtain and maintain a City of Starkville Privilege License and a mobile food vending permit for each mobile pushcart or mobile food preparation vehicle in operation. All applications for permit renewal shall be filed annually with the City of Starkville City Clerk's Office.

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

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

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

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

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

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

Section 14. Development Standards

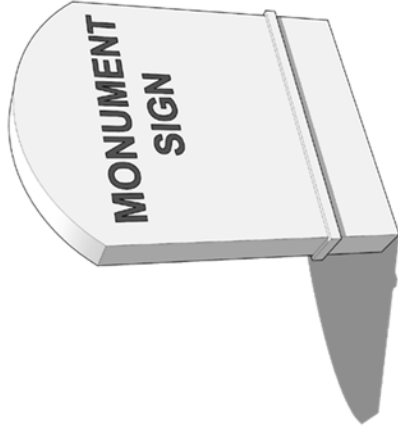
Development Standards Chart	Residential Use Districts							Commercial / Industrial Use Districts				Form-Based Districts				Special Districts				Optional District				
	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-TND	O-CD	O-I	O-C	O-E	O-TN
P = Permitted Use A= Permitted 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
Fence Screen Sign								P	P		P	P	P	P	P				P		P	P		
Construction Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
OTHER SIGNS																								
Development Entrance Sign	A	A	A	A	A	A	A	A	A	A	A					A	A	A	A	A	A	A		A
Electronic Message Center Sign								A	A	A	A		A	A	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																								

Section 14. Development Standards

14.7.9. Site Sign Types

A. Monument Signs

Fig. 14.7-12



1. Description

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

2. Size Requirements

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

3. Location

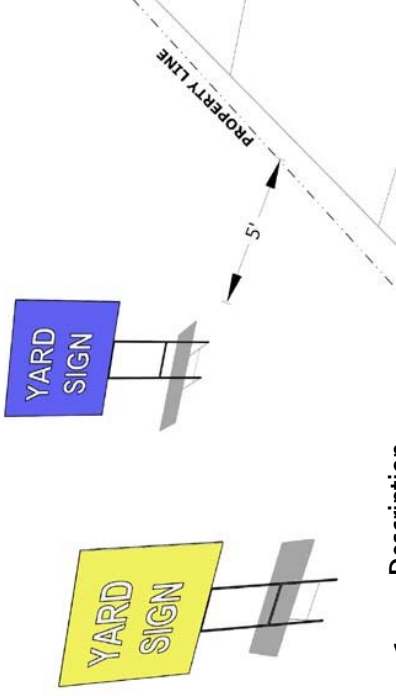
- i. No sign shall be placed closer than five (5) feet to the right-of-way of a street.
- ii. No sign shall be placed within a sight triangle of a street or driveway.
- iii. Only one (1) sign is allowed for every three-hundred and thirty (330) linear feet of street frontage and a minimum separation of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

on a site.

4. Additional Standards

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

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

UPDATED DEFINITION: (changes are underlined)

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

NEW DEFINITIONS:

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

CONFLICTING DEFINITIONS TO BE REMOVED:

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.”

PUBLIC HEARING ON AMENDING THE UNIFIED DEVELOPMENT CODE SECTION 14.7 SIGNS

Mayor Spruill and City Attorney Latimer noted this proposed amendment included a lien provision on signs not removed by the May 5 deadline that the City removes as well as the waiver of new sign permit fees. A draft of the proposed revisions were in the Board packets and shown on the monitors in the City Courtroom.

Mayor Spruill opened the Public Hearing.

Alvin Turner noted this is just for commercial business signs.

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

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

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving the Kimley-Horn proposal tasks 1 – 9 for the Main Street redesign and redevelopment at a total of \$774,000. The Board voted as follows:

Alderman Ben Carver	Voted: Nay
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 agreement follows this page.

30. 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).

Alderman Perkins, duly seconded by Alderman Beatty, offered a motion approving 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. The Board voted as follows:

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

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

The Resolution follows the Kimley-Horn agreement.

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.

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

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.
- 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

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.

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.

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, PLA, ASLA
Project Manager

DocuSigned by:

BEC900D787444D4...

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	<i>Rate</i>
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.

**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: _____

31. CONSIDERATION OF ADOPTING AN UPDATED DEVELOPMENT FEE SCHEDULE.

Alderman Vaughn, duly seconded by Alderman Rupp, offered a motion approving the updated development fee schedule which will become effective March 17, 2022 as presented. The Board voted as follows:

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

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

The Fee Schedule follows this page.

32. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 8, 2022 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	\$ 455,088.27
Airport Fund	015	7,767.64
Sanitation	022	26,555.36
Industrial Park Bond	303	100,679.68
Park and Recreation Bonds	375	507,675.00
Park Bond - 2020	380	44,106.08
Sub Total Before Utilities		\$ 1,141,872.03
Utilities Dept.	SED	294,822.02
Total Claims	Total	\$ 1,436,694.05

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

Planning Phone: (662) 323-2525 Extension 5007

Building Official: Stein McMullen

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	1 st Free	2 nd \$25	3 rd \$50 4 th \$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		\$100
	Non-Residential/Mixed-Use/Multi-Family		\$200
Temporary Certificate of Occupancy	Residential		\$100
	Non-Residential/Mixed-Use/Multi-Family		\$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*

33. 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.

Alderman Rupp, duly seconded by Alderman Beatty, offered a motion for approval of the project that would allow for the Mayor to authorize projects with bids as appropriate at a not to exceed amount of \$115,000.00. 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.

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Vaughn, seconded by Alderman Rupp, 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.

35. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Beatty offered a motion to enter Executive Session for the purpose of discussing the prospective sale of land by the City of Starkville near Cornerstone Park and potential litigation related to the BUILD grant project when an open discussion would have a detrimental effect on the City's litigation position. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

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

Alderman Henry Vaughn, Sr. Voted: Yea
Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the prospective sale of land by the City of Starkville near Cornerstone Park and potential litigation relating to the BUILD grant project when an open discussion would have a detrimental effect on the City's litigating position. At this time, the Board entered Executive Session.

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

Alderman Beatty offered a motion to return to open session. Alderman Vaughn 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 taken action in Executive Session.

37. A MOTION AUTHORIZING THE MAYOR TO SEEK TWO APPRAISALS FOR THE POTENTIAL SALE OF PROPERTY SHOWN ON THE ATTACHED MAP.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, to move approval of authorizing the Mayor to seek two appraisals for the potential sale of property shown on the attached map, 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.

38. A MOTION APPROVING AN OFFER TO FARMER MORGAN, LLC.

Upon the motion of Alderman Perkins, duly seconded by Alderman Sistrunk, that pursuant to Miss. Code Ann. § 25-1-47(2) the City of Starkville is authorized to offer Farmer Morgan, LLC \$50,000.00 for its work, participation, and/or selection in applying for the 2019 USDOT BUILD Discretionary Grant for the MS 182 / MLK Corridor Revitalization Project, and City of Starkville 2019 USDOT BUILD Discretionary Grant Program Grant Application Resolution MS 182 / MLK Corridor Revitalization Project, or all claims made and/or which could have been made related in any way to the City of Starkville BUILD Grant Project, 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.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until March 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

(SEAL)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 1, 2022
PAGE: Page 1 of 6

SUBJECT:

Second 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 February 15, 2022. The proposed amendments are as follows:

UDC Section Number	Description of Revision
14.7.5	Clarification of code enforcement process following amortization of nonconforming signs and incentives for compliance.

A third public hearing and consideration will be held on March 15, 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

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:

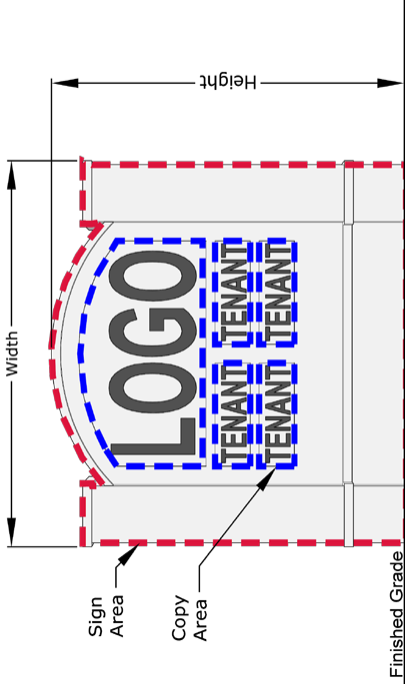
- A. To allow businesses, institutions, and people to exercise their right to free speech by displaying messages on a sign, and to allow audiences to receive such information;
- B. To enhance the economy and the business industry of the City by promoting the reasonable, orderly, and effective display 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

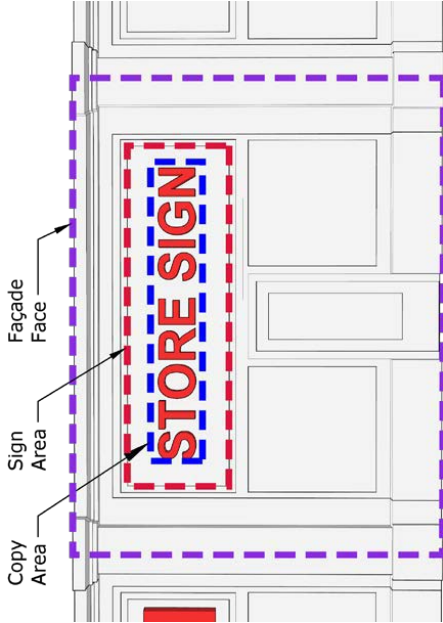


- H. The sign area shall be calculated by the total face of the sign including the structure and the copy area.
- I. The sign height for site signs shall be calculated from the finished grade at the base of the sign.

Section 14. Development Standards

- 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

- 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.

Section 14. Development Standards

- 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 City may seek, and the municipal court or any other court of competent jurisdiction may grant, any remedy allowed by Section 3.19 of the Unified Development Code and/or by any other applicable law.
- E.** If the owner complies with the amortization requirements

Section 14. Development Standards

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

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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.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 1, 2022
PAGE: Page 1 of 8

SUBJECT:

Public hearing and consideration of VA 22-02 a request for variance on rear setback at 107 Kerkling Dr. in a SD-2 zoning district.

SUMMARY:

This is a request by Ernest and Kay Black for a Variance on a rear setback at 107 Kerkling Dr. in a SD-2 zoning with the parcel #106E-00-061.00. The applicant is requesting a variance from rear setbacks to add a sunroom addition to the existing home. The sunroom is being proposed on the south side of the existing home and will extend out 20' from the rear of the house. The existing home is approximately 35' from the rear property line. The request is to reduce the rear setback from 25' to 15' to accommodate the addition.

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

1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 7, 2022.
3. A sign was posted on the property in a conspicuous location.

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

At the February 23, 2022 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 22-02 to allow for a variance on rear setback at 107 Kerkling Dr.

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of VA 22-02 a request for variance on rear setback at 107 Kerkling Dr. in a SD-2 zoning district.
Date: February 23, 2022

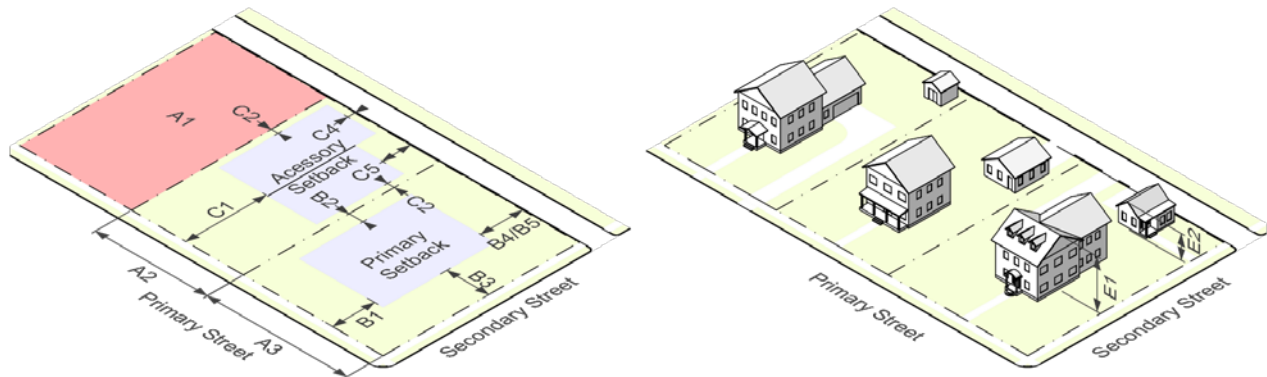
The purpose of this report is to provide information regarding a Request by Ernest and Kay Black for a Variance on a rear setback at 107 Kerkling Dr. in a SD-2 zoning with the parcel #106E-00-061.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is requesting a variance from rear setbacks to add a sunroom addition to the existing home. The sunroom is being proposed on the north side of the existing home and will extend out 20' from the rear of the house. The existing home is approximately 35' from the rear property line. The request is to reduce the rear setback from 25' to 15' to accommodate the addition.

VARIANCE REQUEST

Section 6.3.4 Base Dimensional Standards.



Detached and Attached Duplex Dwelling

A. Lot Dimensions **SD-2**

A1 Lot size per unit in sq. ft (min.) 17500

A2 Lot width (min.) 100'

A3 Lot width at corner (min.) 100'

B. Principal Building Setbacks **SD-6**

B1 Front setback 30' or infill standards

B2 Side setback (min.) 10' or infill standards

B3 Side setback corner lot (min.) 30'

B4 Rear setback (min.) 25'

B5 Rear setback adjacent to street or alley (min.) 30'

C. Accessory Dwelling Unit/Structure Setbacks	SD-2
--	-------------

C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	30'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	20'
C6 Structures housing livestock (min.)	N/A

D. Parking Setbacks	SD-2
----------------------------	-------------

D1 From primary street	See infill standards
------------------------	----------------------

E. Height	SD-2
------------------	-------------

E1 Principal building(s) (max)	35', 2.5 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'

F. Pedestrian Access	SD-2
-----------------------------	-------------

F1 Street-facing primary entrance along street	yes
--	-----

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7)

3.7.1. Criteria for variance review and approval.

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

NOTIFICATION:

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

1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 7, 2022.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

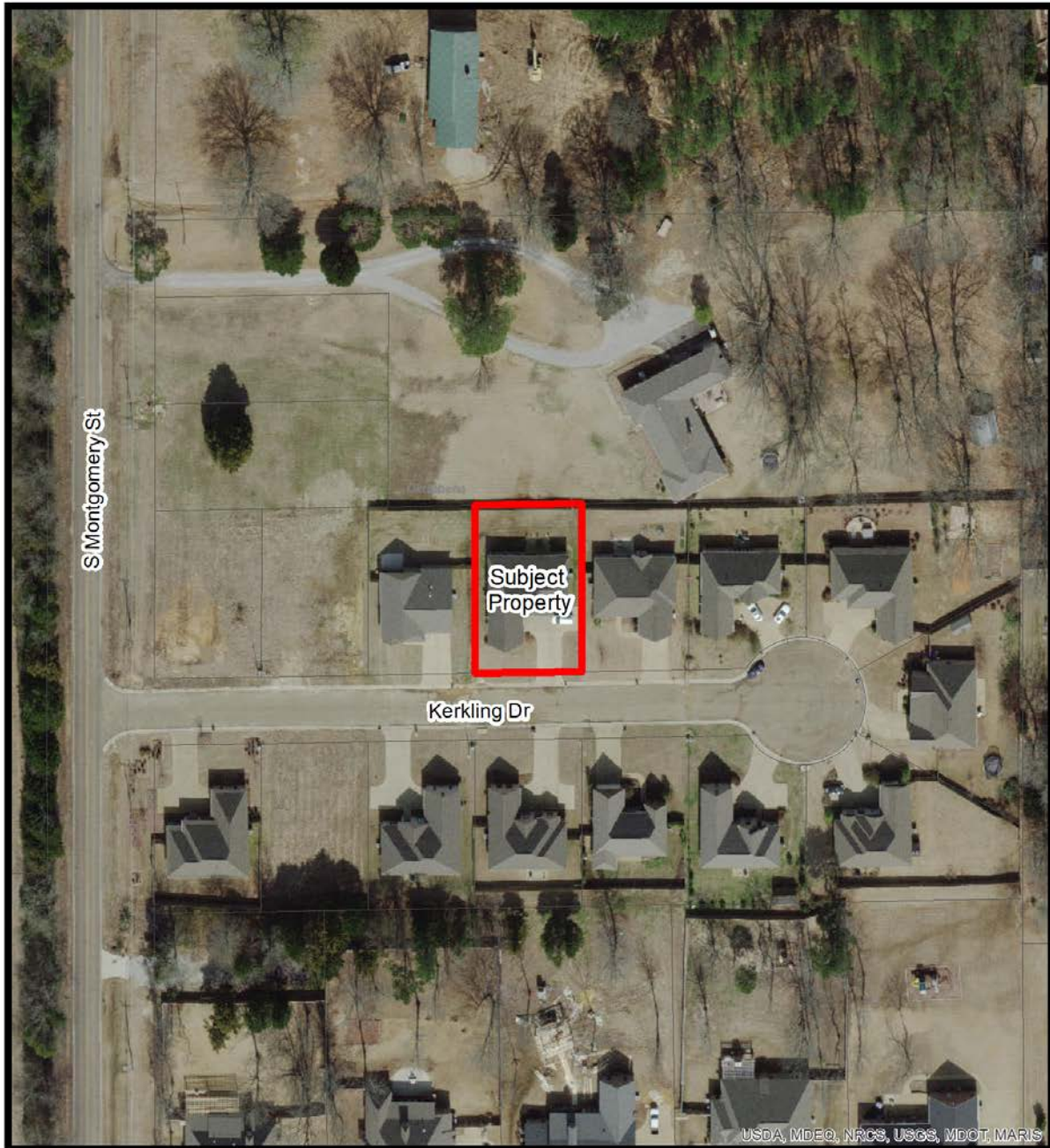
ANALYSIS

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

CONDITIONS OF APPROVAL

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

Attachment 1
VA 22-02 Aerial



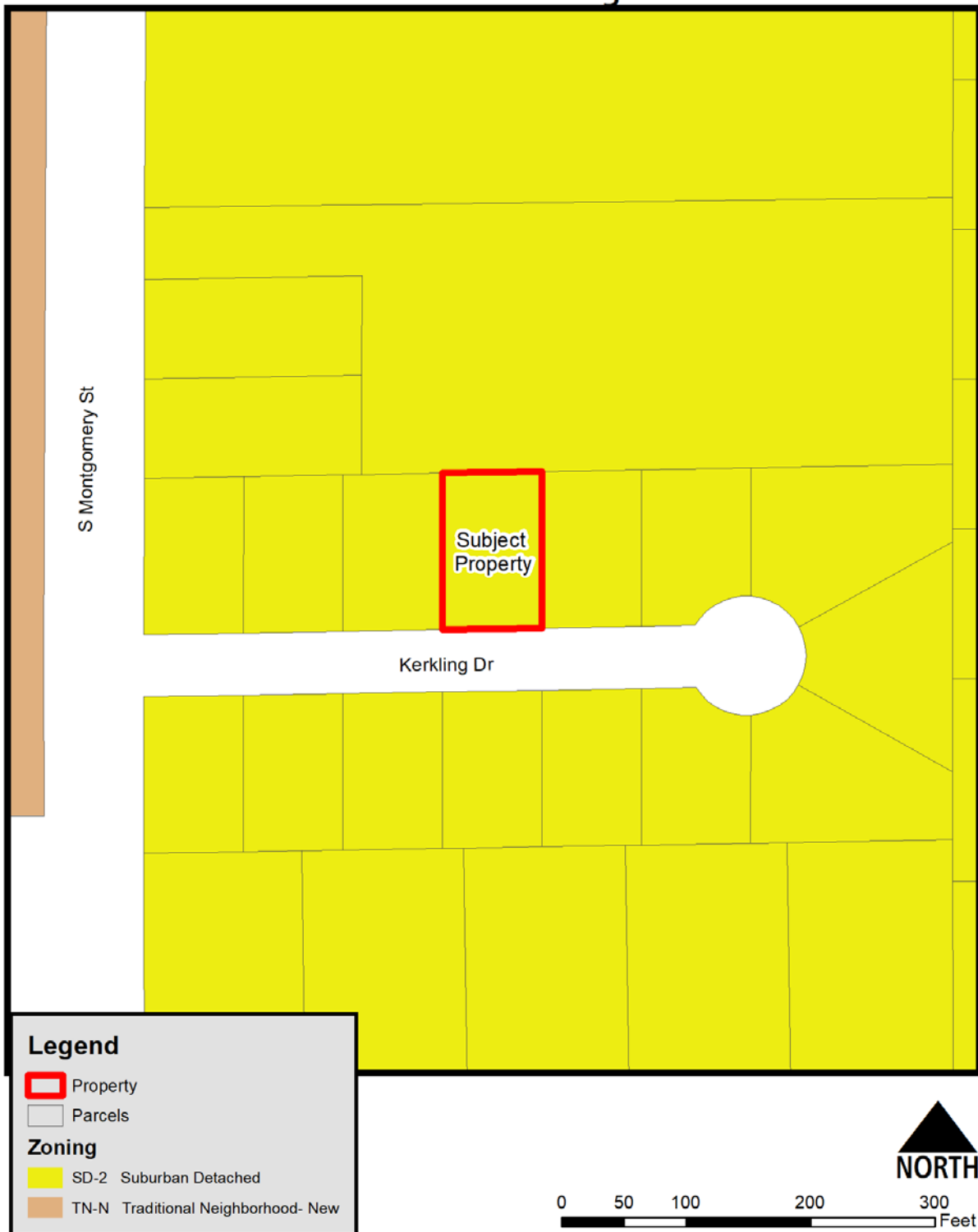
Legend

-  Property
-  Parcels

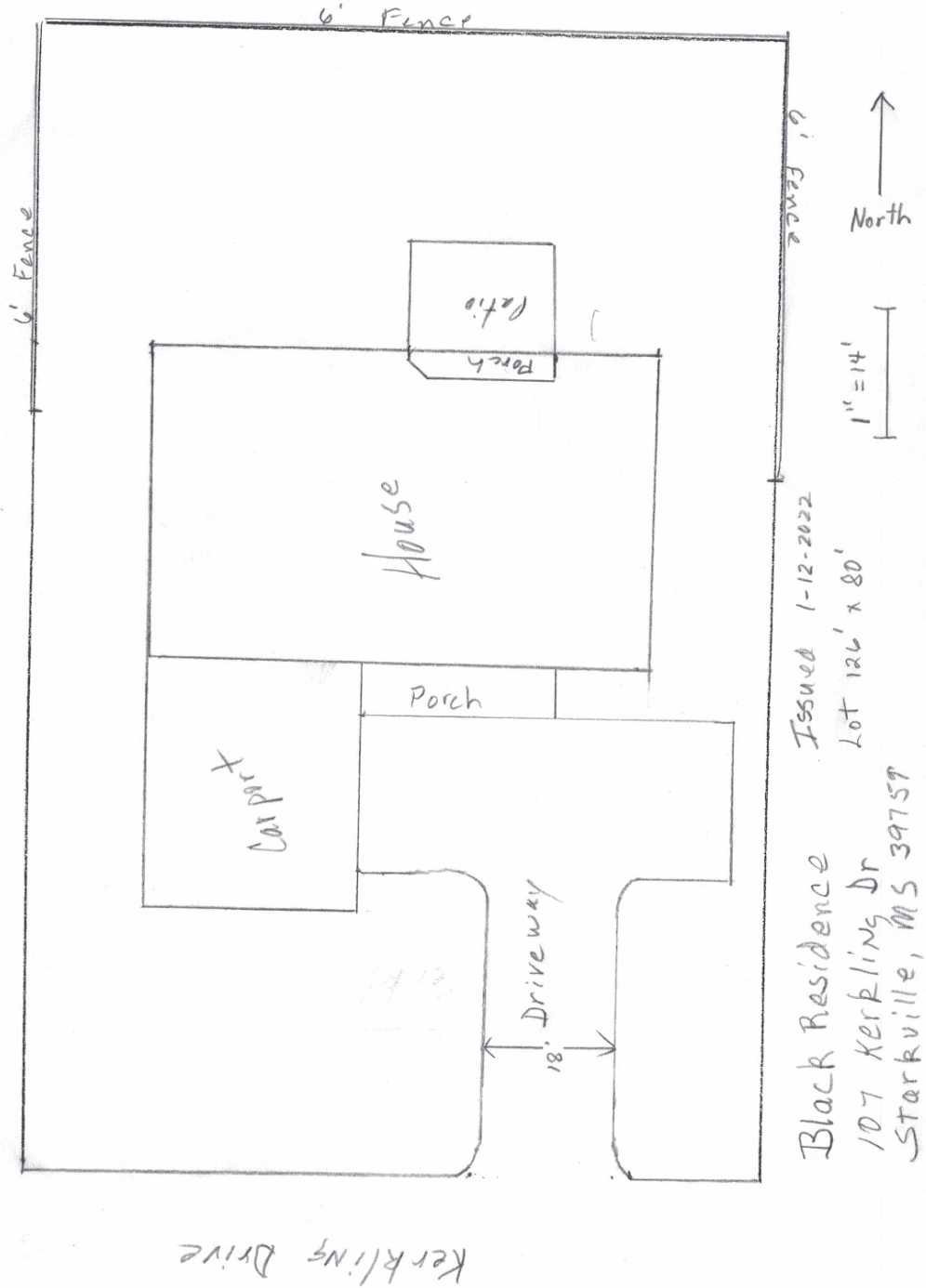
0 50 100 200 300 Feet



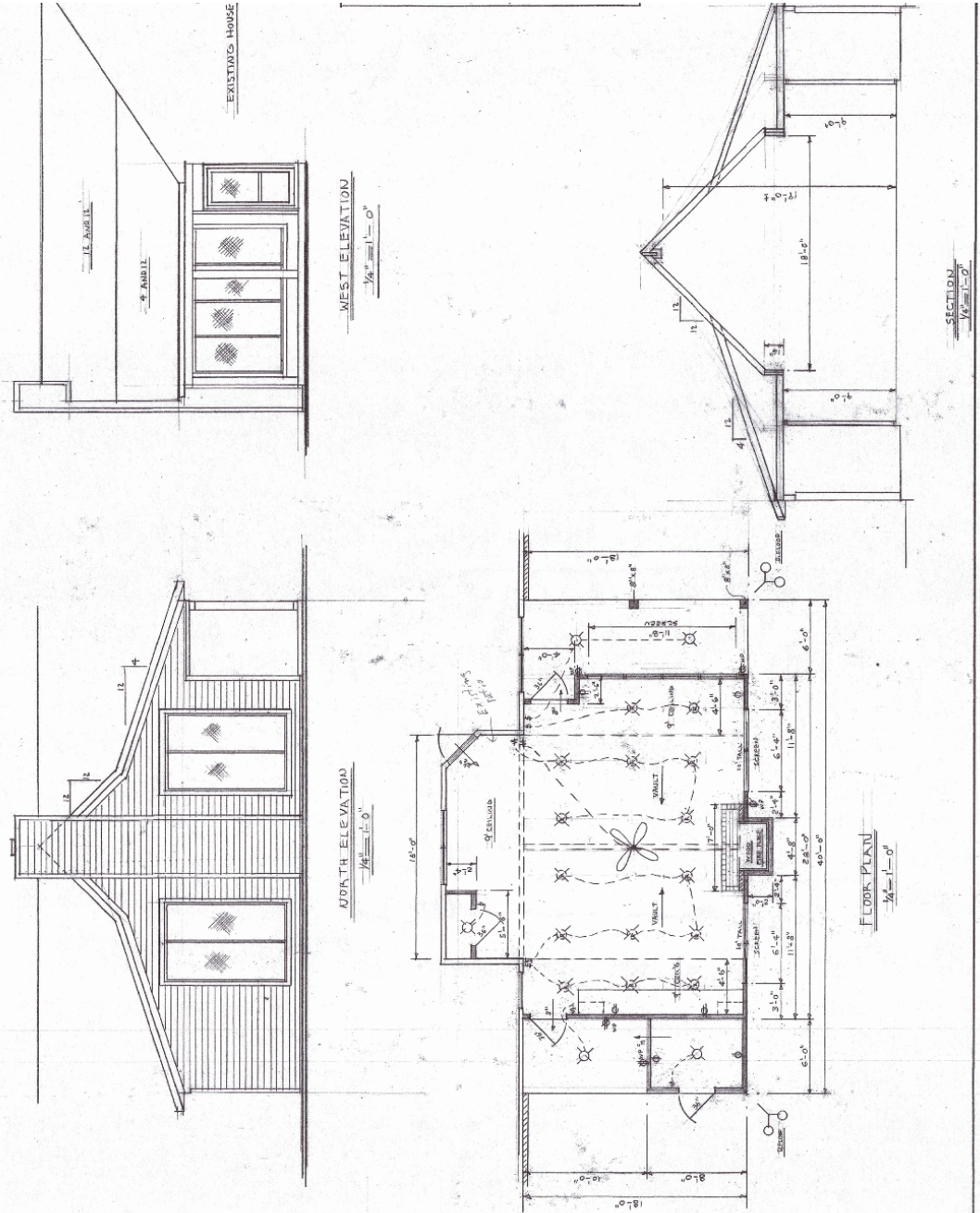
Attachment 2
VA 22-02 Zoning



Attachment 3
VA 22-02 Site Plan - Existing



Attachment 4
VA 22-02 Proposed Addition





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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: March 1, 2022
PAGE: 1

SUBJECT: Consideration of moving forward with Kimley Horn to finalize plans and get to construction documents for McKee park phase 1 and Needmore/George Evans park.

AMOUNT & SOURCE OF FUNDING: The amount is a preliminary estimate based on the master plan presented by Kimley-Horn. The funding will be from potential bonding or the 2% food and beverage tax.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board worked with Kimley Horn to develop the parks master plan.

Regarding timeline for design and construction, here is a conservative of how long the entire process could take. This assumes McKee Park and Needmore/George Evans Park are designed at the same time and construction happens concurrently.

(McKee Park and Needmore/George Evans) Simultaneous Design Process – 8 months total

- Survey – 1 month
- Schematic Design – 2 months
- Design Development – 2 months
- City Review and Budget Approval – 1 month
- Construction Documents – 2 Months

Needmore/George Evans Park Bidding and Construction – 10 – 11 months

- Bidding and Contract Award – 2 months
- Construction Process – 8 – 9 months
 - New Building Construction would make up the majority of that time frame

McKee Park Bidding and Construction – 12 – 14 months

- Bidding and Contract Award – 2 months
- Construction Process – 10 – 12 months
 - Size of site and scale of demolition and proposed park improvements would make this project take longer than Needmore/George Evans

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Sistrunk

FOR MORE INFORMATION CONTACT: Mayor Spruill or Alderman Sistrunk

SUGGESTED MOTION:

Move approval of commissioning Kimley-Horn to proceed with plans to construction documents for Needmore/George Evans park and phase 1 of McKee Park.



MCKEE PARK

Due to the arrival of Cornerstone Park and the expansion of the Sportsplex, the primary function of McKee Park will be permanently altered from a baseball park to a regional play destination. With this programmatic change, there is now an opportunity to redefine the character and recreational composition of the park.

The master plan for McKee Park proposes a return to nature by removing substantial amounts of existing parking, reclaiming 2,300 linear feet of concrete-lined waterways, establishing native grass meadows, and preserving large wooded areas. Within the context of this natural setting, Phase 1 improvements will include a 70,000 square foot play area consisting of a splash pad, sculptural play towers, hill slides and berms, climbing structures, and a pavilion with restrooms, concessions, and picnic tables. The scale and design of this play area was intentionally crafted to create an iconic play experience that will become a regional attraction and have a significant impact on the local economy. Additional Phase 1 improvements will include a 2 acre dog park with designated parking, a new parking lot for the play area, a large flex lawn, and a sidewalk connection along Lynn Lane. One innovative design solution proposed by the master plan is the creation of a stream mitigation bank by restoring the



existing 2,300 linear feet of concrete-lined ditch within the park to its natural state. By creating a stream mitigation bank, the City will be able to market the stream credits to developers in the region needing to purchase stream credits to offset the disturbance of waterways on their properties. The sale of these stream credits will allow the City to offset the construction cost related to the restoration of the stream and potentially produce additional funds that can be reinvested into other amenities within the park.

Future phases propose the expansion of the tennis facilities, adding pickleball courts, three new basketball courts, a fitness plaza, a new unisex restroom for the existing playground, and a 1 mile walking trail. Additionally, to provide a more direct connection to the Sportsplex, the main entry road into McKee Park would be realigned with Spruill Industrial Park Road.

The master plan for McKee Park provides a bold vision for the transformation of this former athletics-centered park and creates an economic generator complimentary to Cornerstone Park.



PHASING & OPINIONS OF PROBABLE COST

Phase 1 \$4,700,000

- Demolition of Existing baseball fields, parking, structures, lighting, etc
- Dog Park and Gravel Parking/Drive
- 70,000 SF Play Area with Splashpad and Playground
- New Parking Lot and Access Road to the main play area/splashpad
- Reclaimed Stream with stream mitigation bank credits to offset construction costs
- Water and Sewer Utility Improvements
- Landscape Enhancements and Irrigation System

Future Phases \$2,350,000

- New curb cut and realign entry road at Lynn Lane
- Timber rail barrier along main park roads
- 1 mile walking trail
- Tennis courts
- Pickle ball courts
- Outdoor Fitness Plaza
- 3 basketball courts
- New bathroom for existing wooded playground

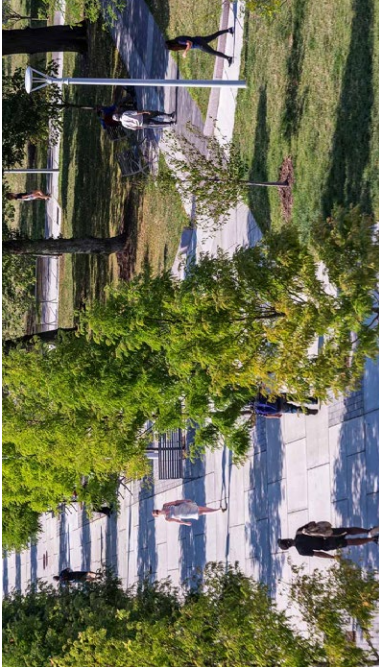


GEORGE EVANS PARK & NEEDMORE COMMUNITY CENTER

Located in close proximity to the Mississippi State University campus and in an area experiencing significant reinvestment, the 2.4 acre George Evans Park has high potential, but is currently underutilized due to a lack of visual continuity and aging recreational elements. The park is also home to Needmore Community Center; however, its current positioning blocks the view into the park from E Gillespie Street and contributes to the lack of park usage.

The first phase of the master plan improvements are focused on providing a new community building and parking area that more effectively fit into the context of this public space and significantly improve sight lines from the northern edge of the park. This 3,000 square foot community building will feature an open meeting room, small kitchen, and restroom facilities. The building will be available for special event rentals as well as community gatherings. It is envisioned that the meeting space will have the ability to spill onto the adjacent outdoor event patio, which will further expand the programming options of the building.

Based on low utilization of park features such as the basketball court and outdated play



PHASING & OPINIONS OF PROBABLE COST

Phase 1 \$850,000

- Demolition of existing Needmore Community Center and replacement with a new 3,000± ft² building and event patio
- New Parking Lot adjacent to E Gillespie St
- Parking lot lighting
- New sidewalk on E Gillespie St
- Allee entrance from E Gillespie St
- Street Trees on E Gillespie St
- Enhanced landscaping and irrigation system

Future Phases \$680,000

- New Playground Area
- Demolition of existing basketball court
- New 7,000± ft² dog park
- TAP project connection on Spring St
- Entry plaza at Spring St and Spruill Pl intersection
- Flex Lawn
- Pedestrian Lighting
- 0.15 Mile Concrete Walking Path
- Street Trees on Spring St
- Enhanced landscaping and irrigation system
- New Restroom Facility



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

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

SUBJECT: Request Approval to Enter into a License Agreement with Texas Tech University and allow Texas Tech University Contractors access to a selected area on the West side of Airport Property to set up a StickNet Weather Station at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: This 2-year project will be a no cost project for the Airport or the City. TTU will provide all equipment required for this weather study.

FISCAL NOTE: Approved by Starkville Airport Board on February 21, 2022

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve to Enter into a License Agreement with Texas Tech University and allow Texas Tech University Contractors access to a selected area on the West side of Airport Property to set up a StickNet Weather Station at George M. Bryan Field

LICENSE # TBD

BETWEEN

TEXAS TECH UNIVERSITY

AND

CITY OF STARKVILLE

The License Agreement is being entered into by Texas Tech University (LICENSEE) and the City of Starkville (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this agreement is to allow LICENSEE to have the right of access to and use certain real property owned by the LICENSOR, for the purpose of installing, operating, and maintaining an observing platform consisting of a “StickNet” weather station, measuring wind, temperature, and humidity.

The property affected is the Starkville Airport, located at 120 Airport Rd, Starkville, MS 39759 (referred to below as the “premises”). By their signatures below, the authorized representatives of LICENSEE and LICENSOR agree to the following terms and conditions:

1. Employees and contractors for LICENSEE, including but not limited to Texas Tech University and their subcontractors, shall have the right of access to and use the premises, without cost, and with the understanding that access to the premises will be required periodically by maintenance personnel, and occasionally by a survey team.
2. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain one “StickNet” weather station. Utilities and telecommunications will be paid for by the LICENSEE through separate contracts.
3. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE any more than access to and use of the premises.
4. Upon termination of this Agreement, LICENSEE shall remove any instruments or hardware it has placed on the premises. Any costs for removal pursuant to this paragraph shall be borne by LICENSEE. Alternatively, the LICENSEE and the LICENSOR may agree that title to all the improvements on said premises shall become the property of the LICENSOR, in full satisfaction of any obligation to restore the property recited elsewhere in this agreement.

LICENSE # TBD

BETWEEN

TEXAS TECH UNIVERSITY

AND

CITY OF STARKVILLE

5. TTU agrees to promptly consider and adjudicate any and all claims which may arise out of use of the LICENSOR's premises by TTU or duly authorized representatives or contractors of TTU and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. Or other such legal authority as may be pertinent. TTU also agrees to consider and adjudicate any claims for damage or injury sustained by TTU personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be pertinent. TTU shall cause its contractors to maintain, during the performance of any work under the terms of this Agreement, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2.
6. LICENSEE agrees not to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder, without providing written notice to the LICENSOR.
7. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.
8. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of 2 years from the date of the last signature, provided that the parties may terminate the Agreement either by mutual written agreement or upon sixty days' written notice by either party to the other.

LICENSE # TBD
BETWEEN
TEXAS TECH UNIVERSITY
AND
CITY OF STARKVILLE

9. The Points of Contact (POC) for this Agreement are:

A. Name of LICENSEE POC: Christopher Weiss

Email: Chris.Weiss@ttu.edu

Address: Atmospheric Science Group
Texas Tech University
Box 41051
Lubbock, TX 79409

Telephone Number: (806) 535-4844

B. Name of Real Property POC:

Email:

Address:

Telephone Number:

C. Name of LICENSOR POC:

Email:

Address:

Telephone Number:

LICENSE # TBD

BETWEEN

TEXAS TECH UNIVERSITY

AND

CITY OF STARKVILLE

FOR TEXAS TECH UNIVERSITY

FOR THE CITY OF STARKVILLE



(Name & Title)
Christopher Weiss, Professor

(Name & Title)

2-14-22

(DATE)

(DATE)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 1, 2022
PAGE: Page 1 of 3

SUBJECT:

Discussion and Consideration of reappointment of two independent consultant for Architecture Review.

SUMMARY:

Up to three Independent Consultants can be appointed to Architecture Review per Section 2.6.1 of the Unified Development Code. In February and March of 2020, three consultants were appointed. Two of the three consultants' terms have expired and the other consultant's term is set to expire this month. All but one of the consultants has expressed interest in being reappointed. Thomas Stewart and Tim Geddie have requested to be reappointed. If reappointed, the consultants will serve a 2-year term to begin on March 1, 2022. The remain position will remain open until filled. Consultants are compensated at a rate of \$200.00 per application for Architecture Review.

Additional information on Architecture Review can be found in the Unified Development Code Section 2.6 and Section 3.10

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

Odie Avery @ 662-323-2525 ext 3138 or o.avery@cityofstarkville.org

SUGGESTED MOTION:

Move approval to reappoint Thomas Stewart and Tim Geddie to a 2 year term as independent consultants for Architecture Review to end on March 1, 2024.

Attachment 1- Thomas Stewart request

2/18/22, 9:23 AM

City Of Starkville Mail - ARC Review reappointment



Daniel Havelin <d.havelin@cityofstarkville.org>

ARC Review reappointment

Thomas Stewart <thomas.stewart@architectonics.info>
To: Daniel Havelin <d.havelin@cityofstarkville.org>

Fri, Feb 18, 2022 at 9:20 AM

Daniel,
Please accept this as a request for reappointment to Architectural Review.

Thomas

Thomas Stewart



Thomas Stewart, AIA, NCARB, Architect
thomas.stewart@architectonics.info
p. 662.615.5588

Attachment 2- Tim Geddie request

2/4/22, 10:19 AM

City Of Starkville Mail - Reappointment to Architecture Review



Daniel Havelin <d.havelin@cityofstarkville.org>

Reappointment to Architecture Review

Tim G <timgeddie@hotmail.com>

Fri, Feb 4, 2022 at 10:08 AM

To: Daniel Havelin <d.havelin@cityofstarkville.org>

Daniel,

It has been an honor to serve on the Architectural Review Committee. I would like to be considered for reappointment.
Thank you.

Tim Geddie

Get [Outlook for iOS](#)

From: Daniel Havelin <d.havelin@cityofstarkville.org>

Sent: Friday, February 4, 2022 10:02:29 AM

To: Jamie Wier <jwier@wbaarchitecture.com>; Thomas Stewart <thomas.stewart@architectonics.info>; Tim Geddie <tgeddie@deandean.com>; Tim G <timgeddie@hotmail.com>

Cc: Odie Avery <o.avery@cityofstarkville.org>

Subject: Reappointment to Architecture Review

[Quoted text hidden]



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 1, 2022
PAGE: Page 1 of 8

SUBJECT:

Discussion and consideration of FP 22-05 a request for Final Plat approval for reconfiguring three lots at 815, 817, and 821 Highway 12 West in C zoning district.

SUMMARY:

The applicant Dutch Oil Company is requesting approval of final plat "Dutch Subdivision". Proposed Lot 1 is currently under site plan review for a new McDonald's restaurant. As part of the site plan review, revisions to the property line between Lot 1 and Lot 2 are necessary. During the review of the plat, it was discovered the western property line of Lot 3 was previously altered. Lot 3 is included in this subdivision to correct the platting issue with the property line between Lot 3 and Lot 1. The request does not involve any infrastructure and was therefore classified as a minor subdivision. In accordance with section 3.12 of the Unified Development Code, the plat was reviewed by the Development Review Committee on February 17, 2022. Comments were issued by the Development Review Committee and the plat was adjusted in accordance with the comments.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of FP 22-05 a request for Final Plat approval for the "Dutch Subdivision" for reconfiguring three lots at 815, 817, and 821 Highway 12 West.

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



STAFF REPORT

To: Mayor and Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Discussion and consideration of FP 22-05 a request for Final Plat approval for reconfiguring three lots at 815, 817, and 821 Highway 12 West in C zoning district.
Date: March 1, 2022

The purpose of this report is to provide information regarding Final Plat request by Dutch Oil Company for the "Dutch Subdivision". The properties are located within a C zoning district with the parcel numbers 102L-00-014.00, 102E-00-208.00, and 102E-00-208.01. Please see attachments 1-4.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the minor subdivision final plat on February 17, 2022.
- Proposed Lot 1 is currently under site plan review for a new McDonald's restaurant. As part of the site plan review, revisions to the property line between Lot 1 and Lot 2 are necessary.
- During the review of the plat, it was discovered the western property line of Lot 3 was previously altered. Lot 3 is included in this subdivision to correct the platting issue with the property line between Lot 3 and Lot 1.

GENERAL INFORMATION

- The proposed subdivision is located at 815, 817, and 821 Highway 12 West in C zoning district.
- All easements and dedications are provided on the final plat.
- Street numbers have not changed
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties.

FINAL PLAT INFORMATION

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

- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

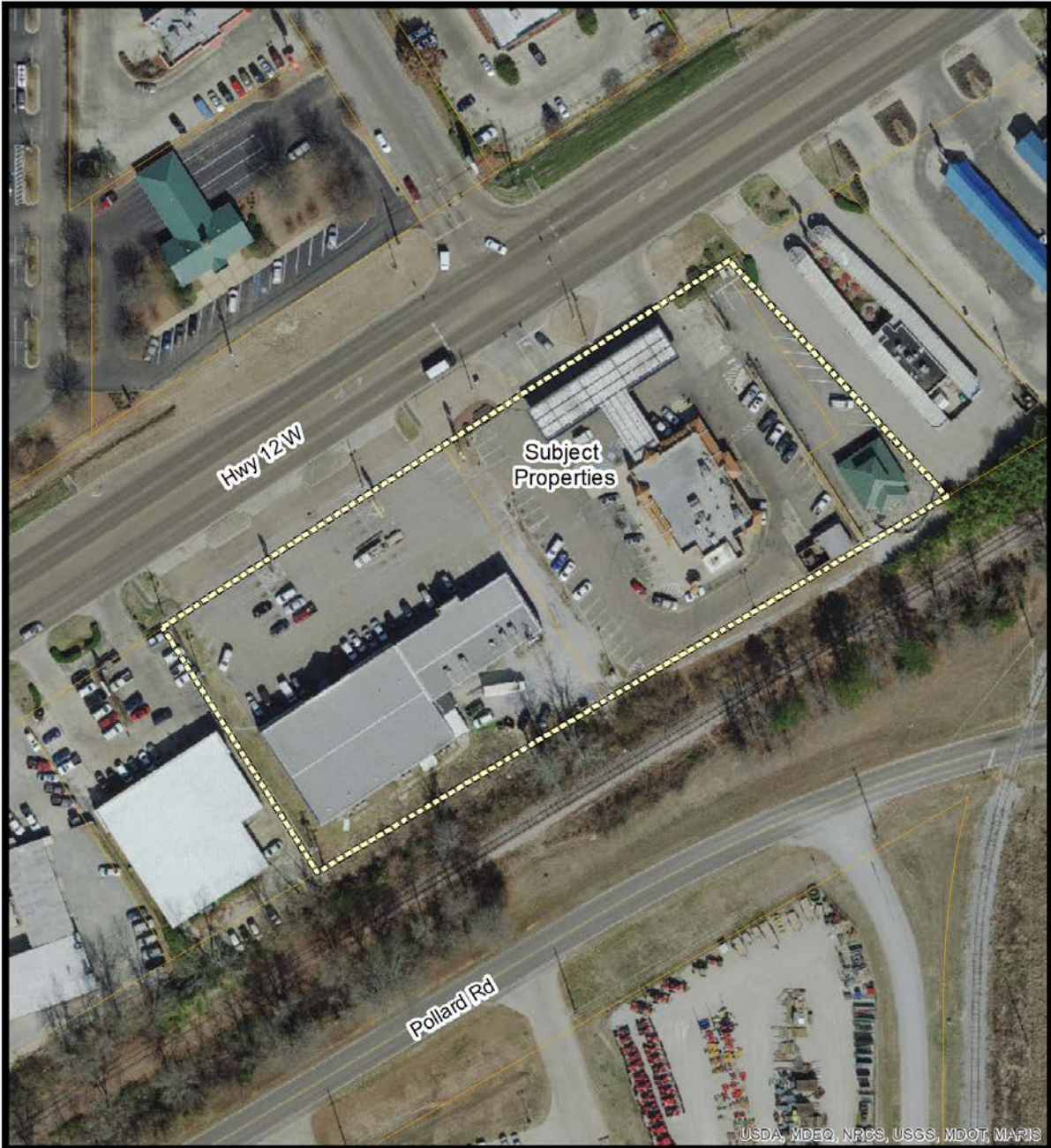
ANALYSIS

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

CONDITIONS OF APPROVAL

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

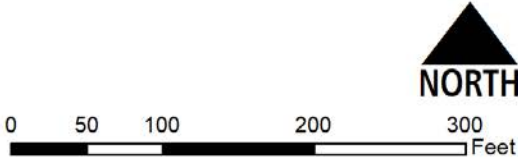
Attachment 1
FP 22-05 Aerial



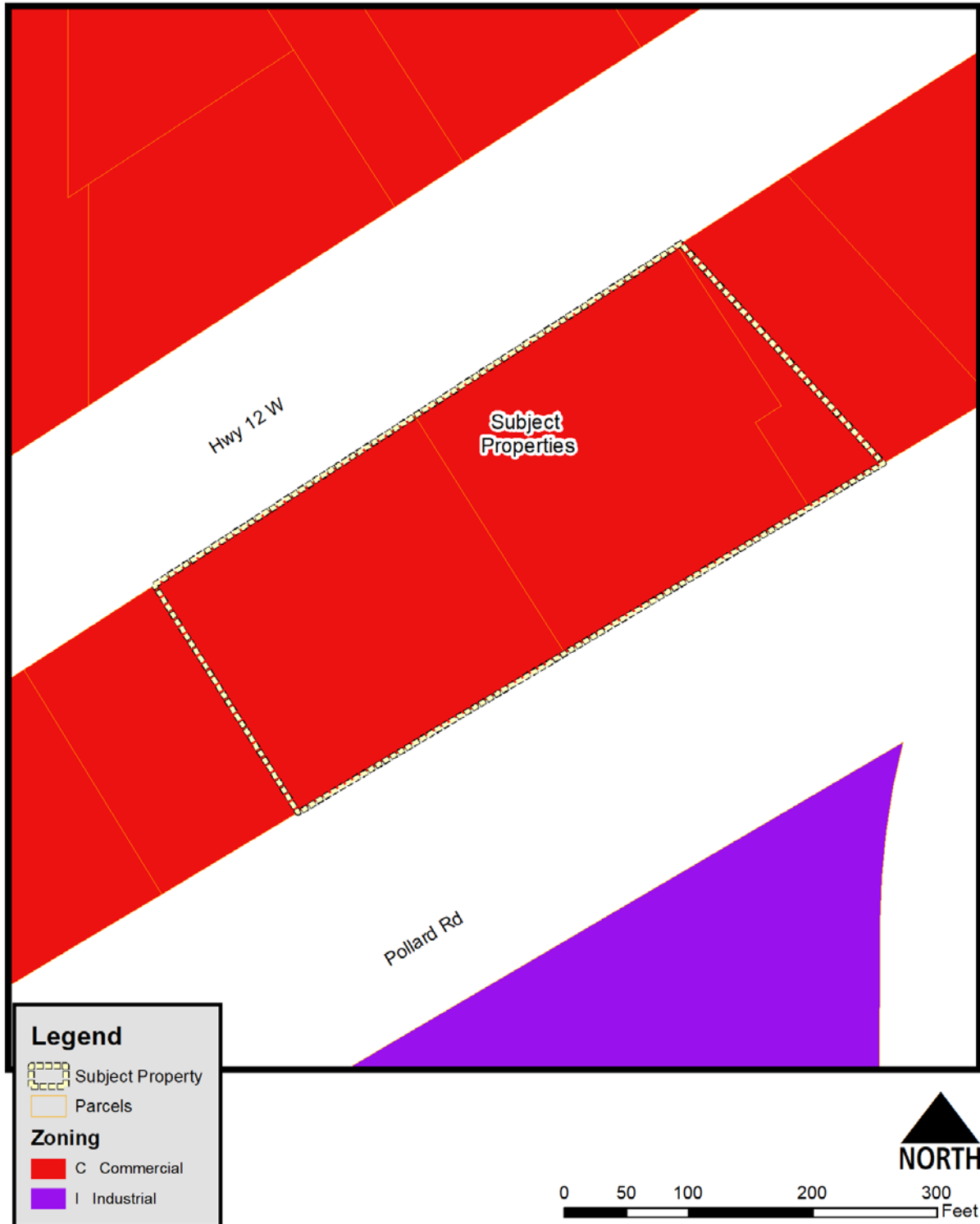
Legend

 Subject Property

 Parcels



Attachment 2
FP 22-05 Zoning



MISSISSIPPI HIGHWAY 12
(150' R.O.W.)

SOUTHRAIL RAILROAD
(100' R.O.W.) (PRIVATE)

LOT 1
48.63 SQ. FT.
1.12 AC

LOT 2
12.00 SQ. FT.
0.28 AC

LOT 3
57.412 SQ. FT.
1.32 AC

LOT 4
57.702 SQ. FT.
1.32 AC

SECTION 4
SECTION 5

RECOMMENDED & ACCEPTED NORTHWEST CORNER OF SECTION 9 TOWNSHIP 18 NORTH, RANGE 14 EAST

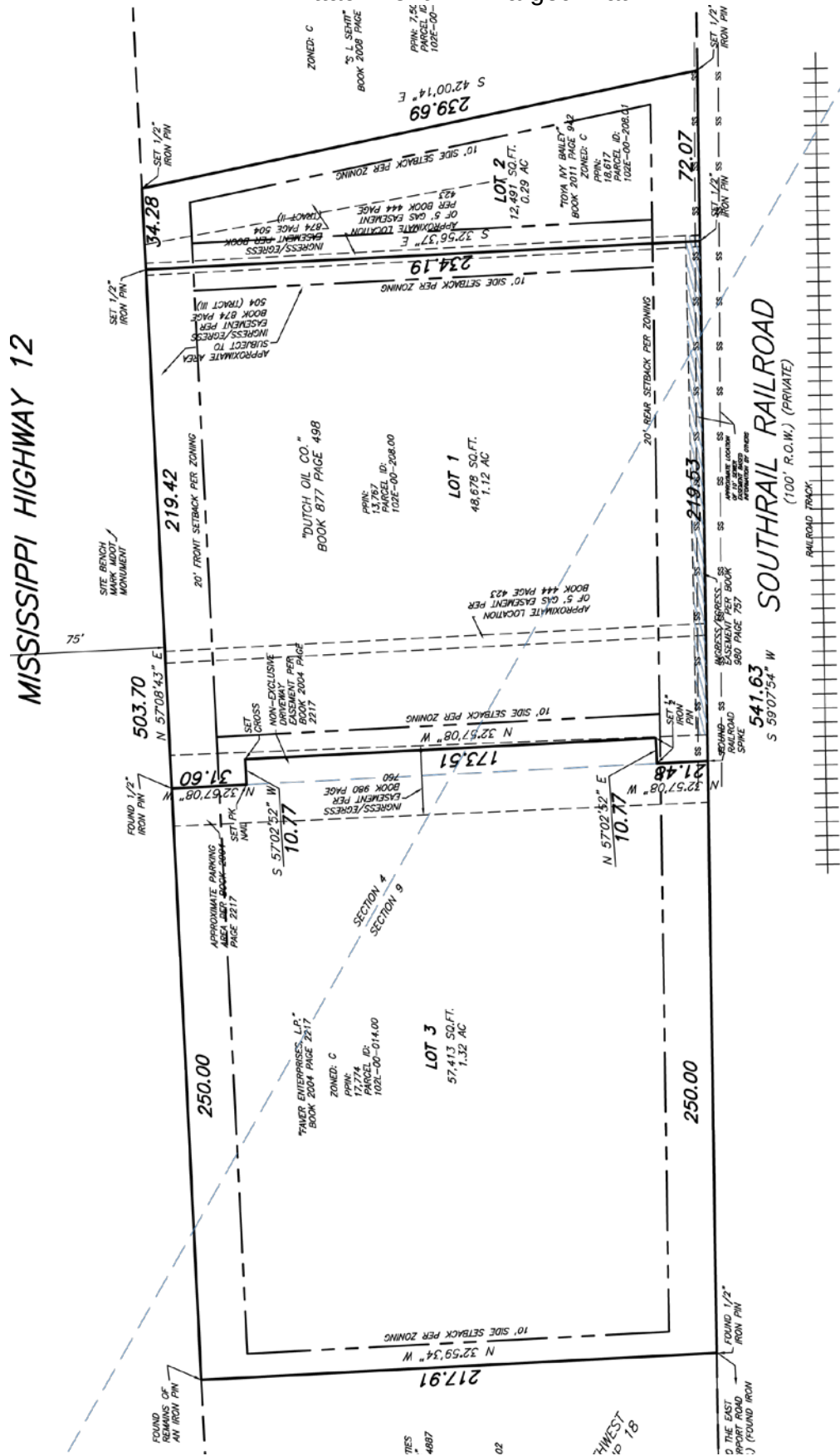
NOTES

1. BEARINGS SHOWN ARE RELATIVE TO EACH OTHER ONLY.
2. BEFORE COMMENCEMENT OF ANY CONSTRUCTION CALL MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION FOR ANY EXISTING UTILITY LOCATIONS AND MAINTAINING UTILITY SERVICES ADDRESS SUBJECT PROPERTY.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY LIES IN ZONE FLOODPLAIN (AS IDENTIFIED IN COMMUNITY PANEL NUMBER 260124 0154 E. - MAP DATED FEBRUARY 11, 2016).
4. THE SUBDIVISION OF THIS PROPERTY IS LOCATED ON THE CORNER OF HIGHWAY 12 AND HIGHWAY 12, STARKVILLE, MISSISSIPPI.
5. IRON PIN SET AT CORNERS ARE 1/2" X 18" REBAR.

VICINITY MAP (NOT TO SCALE)

MISSISSIPPI HIGHWAY 12
STARKVILLE, MISSISSIPPI
DUTCH SUBDIVISION
JANUARY 2, 2020

Attachment 4- Enlarged Plat



NOTES

1. BEARINGS SHOWN ARE RELATIVE TO EACH OTHER ONLY.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 03.01.2022
PAGE: 1

SUBJECT: Consideration of approving the Utility Agreement and the CEI proposal 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 :

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. Attached is a copy of the final, approved copy of the Utility agreement.

Separately, but related, is approval of the Engineering services agreement from Atwell and Gent to provide construction engineering and inspection services for the off corridor project. This is to insure that the project is constructed in accordance with the engineering design and project specifications.

The off-corridor work is eligible for BUILD funds since is is a primary component of the overall project.

SUGGESTED MOTION: Move for approval of the Utility Agreement and the CEI proposal for the off-corridor electric project as part of the BUILD project as soon as authorization is provided by MDOT and FHWA.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made the _____ day of _____, 2022 by and between the **City of Starkville** (hereinafter called the LPA) and **Atwell & Gent, P.A.** (hereinafter designated as the ENGINEER).

W I T N E S S E T H :

WHEREAS, the LPA has prepared plans and will submit for highway construction, a section of Highway 182 from Long Street to Old West Point Road known as Federal Aid Project No. FBLD-7113-00(004) / 108418-822000 in Oktibbeha County, Mississippi; and

WHEREAS, the LPA proposes to construct improvements to its existing electric utilities at various locations required to facilitate future relocations and/or abandonment of LPA's existing electric utilities which traverse on, under, or across property within the limits of the highway project; and

WHEREAS, the LPA desires to employ a consultant ENGINEER to perform Construction Engineering services to ensure the proper relocation of said electric utilities; and,

WHEREAS, the ENGINEER is agreeable to performing the Construction Engineering services under the conditions and for the fees satisfactory to the LPA.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I. THE LPA hereby employs and retains the ENGINEER who agrees to proceed with all Construction Engineering services necessary to the performance in proper sequence of the items of work for the project as hereinafter set forth.

II. DESCRIPTION OF THE PROJECT. The project as covered by this agreement shall consist of providing all necessary Construction Engineering services for construction of improvements to LPA's existing electric utilities at various locations required to facilitate future relocation and/or abandoning existing electric utilities and their appurtenances which are owned by the LPA that will conflict with the proposed construction of Federal Aid Project No. FBLD-7113-00(004) / 108418-822000 in Oktibbeha County, Mississippi.

III. SCOPE OF WORK. The services to be performed under this agreement are:

CONSTRUCTION ENGINEERING:

Construction Engineering shall be all Engineering work involved in the actual construction of the project. The work shall include:

- (1) Furnishing of plans and specifications for construction purposes.
- (2) The general administration of the project and making of periodic visits to the construction site to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the plans and specifications.
- (3) Setting all stakes for structures (location) and any other stakes necessary to control the work.
- (4) Checking and verifying the quantities of all materials incorporated in the project.
- (5) Promptly verifying and recommending payment of all Contractor's monthly estimates.
- (6) Providing consultation and advice during construction.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

- (7) Making final inspection of project, preparing "Record Plans, verifying and promptly submitting final estimate and supporting documents to the LPA for approval and payment. [Such records shall be available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the LPA and the Mississippi Department of Transportation (MDOT) and copies thereof shall be furnished if requested.]

IV. MDOT APPROVED OVERHEAD. The ENGINEER employed and retained by the LPA should have a current accepted overhead rate on file with the MDOT. The ENGINEER shall use the current accepted overhead rate to determine a schedule of rates included in an attached Appendix "A". The current overhead rate shall be submitted by the ENGINEER and approved by the MDOT within nine (9) months of the end of the ENGINEER's fiscal period. The current overhead rate shall be the ENGINEER's overhead rate for the ENGINEER's most recent previous fiscal period. All overhead rates submitted to the MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the ENGINEER shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs: The LPA will reimburse the ENGINEER's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement (e.g. no meal reimbursement when there is no overnight stay). All direct costs shall be substantiated with supporting documentation in accordance with the MDOT State Travel Handbook. All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc. All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Actual Hourly Pay Rate: The hourly pay rate shall not exceed the pay rate actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under Item III in this AGREEMENT.

For work covering Construction Engineering Subparts 1, 2, 3, 4, 5, 6, and 7. The LPA agrees to pay the ENGINEER based upon a schedule of rates included in an attached Appendix "A". The maximum amount for engineering supervision is Twenty-Eight Thousand Three Hundred Thirteen Dollars and Seventy Cents (\$28,313.70).

Payment for Construction Engineering will be payable monthly when a proper billing is rendered by the ENGINEER.

V. COVENANT AGAINST CONTINGENT FEES. The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the making of this contract, price, or consideration, or otherwise, recover, the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.

VI. OWNERSHIP OF DOCUMENTS. All project document, including tracings, drawings, estimates, specifications, field notes, investigation, studies, etc., as instruments of service shall be the property of the ENGINEER. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and shall provide the LPA with one set of reproducible drawings.

VII. CHANGES IN WORK. A Supplemental Agreement may be entered into between the LPA and the ENGINEER to increase the maximum amount payable under this contract for additional labor costs, provided there is a change in scope, character or complexity of the work to be performed. This Supplemental Agreement

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

must be approved by the MDOT prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested.

VIII. SCHEDULE AND EXTENSIONS. Engineering services shall be performed on a reasonable schedule for both the construction contract and the preparation of reports and estimates and final documents. Any delay for submission will be requested by letter to the LPA giving reasons for the request and the approximate date proposed for submission of that data.

IX. TERMINATION OR SUSPENSION. The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the LPA and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By the LPA as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
- C. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- D. By the LPA due to the departure for whatever reasons of any principal member or members of the ENGINEERING FIRM.
- E. By satisfactory completion of all services and obligations described herein.
- F. By the LPA by thirty (30) days notice to the ENGINEER in writing and paying fees which both parties agree are due for completed work.

If termination is made by the LPA under Condition F after work has started, the ENGINEER will be paid for actual services rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct cost; however, the fixed fee will be adjusted to allow the same percentage of the original agreed upon fixed fee that the amount earned is of the original estimated cost of the work. Upon termination, the ENGINEER shall deliver to the LPA all documents specified in Section VI and the LPA shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the LPA desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the LPA in writing to that effect, and the work may be reinstated and resumed in full force and effect upon receipt from the LPA of thirty (30) days notice in writing to that effect.

X. DISPUTES. Any construction disputes will be mediated by the LPA and the ENGINEER and concurred in by the MDOT.

XI. CLAIMS AND LIABILITY. The ENGINEER shall save harmless the LPA from all claims and liability due to his negligent acts, errors or commissions, or the negligent acts, errors or commissions of his sub-contractors, agents, or employees.

XII. GENERAL COMPLIANCE WITH LAWS. The ENGINEER hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work.

XIII. SUBLETTING, ASSIGNMENT OR TRANSFER OF WORK. The Subletting, Assignment or Transfer of any part of these engineering services, other than the testing of materials, to any other person, firm or engineering, consultant is expressly prohibited.

XIV. EQUAL OPPORTUNITY PROVISIONS. During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the CONTRACTOR) agrees as follows:

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

- A. Selection of Labor: During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.
- B. Employment Practices: If the maximum amount of this contract stipulated in Section IV or any subcontract as a result of this contract is in excess of \$10,000, the contractors and/or subcontractor shall comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
- C. Civil Rights: The contractor or any of his subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions of 49 CFR 21 through Appendix H and 23 CFR 710.405 (b).

XV. MINORITY BUSINESS ENTERPRISES:

- A. Policy. It is the policy of the (United States) Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR, Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the MBE requirements of 49 CFR, Part 23 apply to this agreement.
- B. MBE Obligation. The LPA and the ENGINEER agree to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the LPA and ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR, part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The LPA and ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- C. The LPA shall advise each ENGINEER that failure to carry out the requirements set forth in Section 23.43 (a) shall constitute a breach of contract and, after the notification of the (DOT), may result in termination of the Contract by the LPA or such remedy as the OWNER deems appropriate.

XIV. RE-NEGOTIATION. If a work order to commence construction has not been issued to the construction contractor within 12 months from the date of this contract, the fees specified in Item IV, Compensation, are subject to revision.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

I hereby certify that I am the duly authorized representative of the ENGINEERING FIRM for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me of the aforementioned firm, to solicit or secure this agreement, or

(b) agreed, as an express or implied condition for obtaining the award of this agreement, to employ or retain the services of any firm, or person in connection with the carrying out of the agreement, or

(c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the aforementioned project involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

SO CERTIFIED this ____ day of _____, 20____.

Atwell & Gent, P.A.

BY: _____
Jeffrey Atwell, P.E.

ATTEST: _____

My Commission Expires: _____

Notary

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

CERTIFICATION OF THE LPA

I hereby certify that I am the Mayor, duly authorized by the LPA to execute this certification and that the above ENGINEERING FIRM or its representative has not been required, directly or indirectly, as an express or implied condition with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind except as herein expressly stated (if any).

SO CERTIFIED this _____ day of _____, 20_____.

City of Starkville

BY: _____
Lynn Spruill, Mayor

The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators and assigns to the ether party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each party in respect of all covenants of this AGREEMENT.

BY: _____

DATE: _____

BY: _____

DATE: _____

This agreement between the LPA and the ENGINEER shall become effective and binding as of the date signed on behalf of City of Starkville.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

Appendix "A"

ESTIMATED COST

PROJECT NO. FBLD-7113-00(004) / 108418-822000

Estimated time and labor costs for the various classifications of personnel:

Classification	Actual Hourly Rate	Overhead Cost	Profit (12%)	Total Hourly Rate	Estimated Number of Hours	Estimated Costs
Principal	\$63.30	\$71.01	\$16.12	\$150.43	40 Hours	\$6,017.20
Senior Engineer	\$57.80	\$64.84	\$14.72	\$137.36	0 Hours	\$0.00
Engineer I	\$45.00	\$50.48	\$11.46	\$106.94	0 Hours	\$0.00
Engineer II	\$32.90	\$36.91	\$8.38	\$78.18	0 Hours	\$0.00
Engineering Tech.	\$42.60	\$47.79	\$10.85	\$101.24	200 Hours	\$20,248.00
Senior Cad Tech.	\$31.10	\$34.89	\$7.92	\$73.91	20 Hours	\$1,478.20
Office Manager	\$24.00	\$26.92	\$6.11	\$57.03	10 Hours	\$570.30
*Home Office Overhead=112.18%						
**Field Office Overhead=N/A						

CONSTRUCTION ENGINEERING

Principal	\$6,017.20
Engineering Tech.	\$20,248.00
Senior Cad Tech.	\$1,478.20
Office Manager	\$570.30

SUBTOTAL ESTIMATED \$28,313.70

CONSTRUCTION ENGINEERING

Direct Cost

0 Trips @ 0 mi/trip @ \$0.56/mi \$0.00

TOTAL ESTIMATED
ENGINEERING COST \$28,313.70

NOTES: Overhead Rates have been approved by the MDOT

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

UTILITY AGREEMENT

FBLD-7113-00(004)/108418-822000

OKTIBBEHA COUNTY

This agreement, entered into as of the date of the last signature, by and between STARKVILLE UTILITIES hereinafter referred to as the COMPANY, and the CITY OF STARKVILLE, hereinafter referred to as the LPA, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That the COMMISSION will submit a project for highway construction, being a section of Highway 182 known as No. FBLD-7113-00(004)/108418-822000 in Oktibbeha County, and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment: and,
2. That right of way for the proposed new road will pass over and include certain property interests of the COMPANY as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its Electric Utility facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,
3. That the proposed highway construction will necessitate certain adjustment, removals and/or alterations of the existing facilities of the COMPANY as shown by the COMPANY'S plans and estimate of cost attached hereto and made a part of this agreement by reference; and,
4. That the proposed adjustment will not result in a credit for accrued depreciation of the COMPANY'S system; and,
5. That the COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated (certification attached as ATTACHMENT A).
6. That the COMPANY will make the necessary adjustments, removals or alterations in its facilities at a total estimated cost of approximately \$ 1,617,824.00 as shown by the COMPANY'S estimate. That the total estimated cost to the COMMISSION for actual nonbetterment work will be approximately \$ 1,617,824.00, 100.0 %; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$ 0.00, 0.0 %; and,
7. That the COMPANY will commence the work on or before the 1st day of June, 2022 and have it completed on or before the 1st day of June, 2023. The COMPANY shall be responsible for any delay to the construction of the project caused by the failure of the COMPANY to have its facilities moved on the aforementioned date.
8. That the COMPANY will perform the work provided for in this agreement by the method checked below:

☐

BY COMPANY'S REGULAR FORCES: The COMPANY proposes to use their regular construction or maintenance crews and personnel at its standard schedule of wages and working hours and working in accordance with the terms of its agreement with such employees: or,

☒

BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. Therefore, the COMPANY subject to prior approval of the COMMISSION and Federal Highway Administration proposes to contract the work covered by this agreement in accordance with the provisions of 23CFR645A. The items of work to be accomplished by contract and the names of the qualified contractors whose services will be solicited are shown in the COMPANY'S estimate; or,

Initial _____

☐ BY EXISTING CONTINUING CONTRACT: Subject to prior approval of the COMMISSION and the Federal Highway Administration the COMPANY proposes to use an existing continuing contract under which certain work as shown by the COMPANY'S estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The name of the Contractor is listed in the COMPANY'S estimate; and,

9. That the method used by the COMPANY in developing the relocation costs except for Lump-Sum shall be in accordance with Paragraph 117 of 23CFR645A. Indicate here if Lump-Sum ☐ or Actual Cost ☒; and,

10. That the COMPANY shall make the most economical type adjustments, removal, and/or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility; and,

11. That the COMMISSION will reimburse the COMPANY the cost of work done here under, as hereinbefore provided for, but the liability of COMMISSION shall not exceed **115%** of its assigned share of the estimated net Actual Cost without a Supplemental Utility Agreement agreed to by the parties and executed prior to COMMISSION's payment of the final bill, and COMMISSION shall reimburse COMPANY only for costs that are eligible for payment according to 23 CFR 645A; and,

12. That all cost records of the COMPANY pertaining to the project will be subject at any time before final audit to inspection by representatives of the COMMISSION and the Federal Highway Administration; and,

13. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approval applying to it as a Federal Project, as well as all Buy America requirements as specified in 23 U.S.C. 313 and 23 CFR 635; and that the COMMISSION shall reimburse the COMPANY as provided above for only such items of work and expense and in such amounts and forms as are proper and eligible for payment according to 23CFR645A; and,

14. It is understood and agreed by and between the parties hereto that adjustments, removals, and/or alterations of the facilities to be made shall be made according to the plans and estimates attached hereto, which plans and estimates are hereby approved as to sufficiency thereof, and are incorporated herein and made a part hereof, and the COMMISSION shall pay the cost thereof according to the terms of this agreement, subject only to the provisions of paragraph 10 above. For the same consideration to be paid herein, the COMPANY does hereby agree to subordinate unto the COMMISSION such surface rights, subsurface rights or air rights, as the case maybe, in and to the property interests covered by this agreement, to the full extent of the needs and demands of the COMMISSION in its use thereof for the purpose of this agreement. Further, should the COMMISSION find it necessary or desirable to change the design, construction, and/or maintenance plans to an extent that will require additional adjustments, removals, and/or alterations in the facilities covered hereby, which remained within the existing easement or other property interest of the COMPANY, the COMPANY will make such further adjustments, removals, and/or alterations as may be necessary according to the methods hereinabove set out, and the COMMISSION will pay therefore such sums as may be mutually agreed upon, subject only to the provisions of paragraph 10 above. However, should the COMPANY for its own purposes need or desire to expand, alter, adjust, remove, relocate, service or maintain the facilities covered by this agreement, the COMPANY agrees to make application to the COMMISSION for a proper permit to cover such changes, and any such changes made shall be at the expense of the COMPANY.

Initial _____

WITNESS this my signature in execution hereof, this the _____ day of _____, 20____.

STARKVILLE UTILITIES

Witness as to Company

BY _____
Title : General Manager

Attest _____

(CORPORATE SEAL)

WITNESS this my signature in execution hereof, this the _____ day of _____, 20____.

CITY OF STARKVILLE

Witness as to LPA

BY _____
Mayor

BOOK _____ PAGES _____ & _____

Attest:

Secretary

(SEAL)

Initial _____

ATTACHMENT A

CERTIFICATION

COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated, and the MDOT will be notified, immediately, in the event of any change in status of eligibility. By this certification, COMPANY understands that, should it be determined that this certification of eligibility was falsified by mistake or otherwise does not meet the Legal requirements, reimbursement of utility relocation costs will be based on property interest; and that COMPANY would be held responsible for the reimbursement of costs expended by the MDOT.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the ____ day of ____, A.D., 20____.

STARKVILLE UTILITIES

Witness as to Company

BY _____
Title : General Manager

Attest _____

(CORPORATE SEAL)

Initial _____



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 03.01.2022
PAGE: 1

SUBJECT: Consideration of approval of Summary Change Order #1 in the amount of (\$24,831.61) for the ERBR Old West Point Road Bridge project and authorization to utilize the remaining funds on the project site.

AMOUNT & SOURCE OF FUNDING This project is 100% funded through ERBR

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp or Mary Williams

This is the first and final change order that adjusts all final pay item quantities based on work completed. There is a net of \$24,831.61 from this change order. It is proposed to utilize these remaining funds to add additional rip rap or concrete curbing to the project through a separate contract in order that the funds can be fully expended on the project site.

SUGGESTED MOTION: Move for approval of Summary Change Order #1 in the amount of (\$24,831.61) for the ERBR Old West Point Road Bridge project and authorization to utilize the remaining funds on the project site.

**NEEL-SCHAFFER
STANDARD CHANGE ORDER FORM**

CHANGE ORDER NO. 1

Project Number: ERBR-53-420(01) (NSI # 15526)

Contract Date: 3/19/21

Project Title: Old West Point Road Bridge Replacement

Location: Starkville, MS

Original Contract Sum:	<u>\$878,096.26</u>
Net Change by Previous Change Orders:	<u>\$0.00</u>
Contract Sum Prior to this Change Order:	<u>\$878,096.26</u>
Contract Sum Increase/Decrease/Unchanged :	
by this Change Order:	<u>(\$24,831.61)</u>
New Contract Sum including this Change Order:	<u>\$853,264.66</u>

Original Notice to Proceed Start Date:	<u>7/1/2021</u>
Original Contract Time:	<u>180 Calendar Days</u>
Net Change by Previous Change Orders:	<u>0 Calendar Days</u>
Contract Time Prior to this Change Order:	<u>180 Calendar Days</u>
Contract Time Increase/Decrease/Unchanged :	
by this Change Order	<u>0 Calendar Days</u>
New Contract Time including this Change Order:	<u>180 Calendar Days</u>
New Completion Date:	<u>1/1/2022</u>

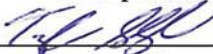
Professional: Neel-Schaffer Inc.

By: 

Name & Title: Kevin Stafford, PE, Vice President

Date: 2/13/22

Contractor: Phillips Contracting, Inc

By: 

Name & Title: Tyler Shepherd, Project Manager

Date: 2/14/22

Owner: City of Starkville

By: _____

Name & Title: _____

Date: _____

NEEL - SCHAFFER CHANGE ORDER COST JUSTIFICATION

Change Order Request Number: 1 - FINAL

Change Order Request Total from Below **-\$24,831.61**

Date: 2/13/22
Project Name: Old West Point Road Bridge Replacement
Description: Final Over/Under Change Order

Days Requested for Extension: 0

Pay Item No.	Item of Work	Bid Qty	Unit	Unit Price	Bid Total Amount	Final Qty	Record Final Amount	Record Final Add/Credit
CO1	Additional Pile Length	0	LS	\$7,078.40	\$0.00	1.00	\$7,078.40	\$7,078.40
CO2	Roadside Ditch Addition	0	LS	\$1,000.00	\$0.00	1.00	\$1,000.00	\$1,000.00
216-A001	Solid Sodding, Bermuda	234	SY	\$ 7.00	\$1,638.00	289.00	\$2,023.00	\$385.00
403-A003	12.5mm ST Asphalt Pavement	200	Ton	\$ 162.50	\$32,500.00	164.09	\$26,664.63	(\$5,835.38)
403-A015	9.5mm ST Asphalt Pavement	90	Ton	\$ 175.00	\$15,750.00	85.51	\$14,964.25	(\$785.75)
406-D001	Fine Milling of Bituminous Pavement, All Depths	4,625	SY	\$ 1.00	\$4,625.00	441.30	\$441.30	(\$4,183.70)
603-HDPE	24" HDPE including FES	40	LF	\$ 100.00	\$4,000.00	20.00	\$2,000.00	(\$2,000.00)
815-A006	Rip Rap, 200lb	1,292	Ton	\$ 54.00	\$69,768.00	947.30	\$51,154.20	(\$18,613.80)
815-B50	Rip Rap, 50lb	76	Ton	\$ 57.00	\$4,332.00	44.66	\$2,545.62	(\$1,786.38)
815-E001	Geotextile Under Rip Rap	1,545	SY	\$ 5.00	\$7,725.00	1,527.00	\$7,635.00	(\$90.00)
	Total							(\$24,831.61)

NEEL-SCHAFFER
STANDARD CHANGE ORDER FORM (Page 2)

CHANGE ORDER NO. 1
PROJECT NO. 15526

Change Order Description:

All the provisions of the Original Contract not specifically changed by this Change Order remain the same. The Contractor is directed to make the following changes in this Contract:

1. CO1 - Field directive to add 5' of length to each pile for a total length of 25'.
2. CO2 - Field directive to add roadside ditch and remove existing pipe length to achieve positive drainage.
3. Standard adjustment in final material quantities for final unit price contract closeout.

Change Order Justification:

1. Change in length of pile materials were required to gain bearing capacity for structural design loads. The initial test pile was used to determine the additional need.
2. The existing roadside driveway and culvert alignment conflicted with the new bridge and roadway realignment, so modifications to the pipe and roadside ditch were required to achieve positive drainage to the channel. The required adjustment was not part of the original plan earthwork.
3. Final over/under quantity balance for final closeout.

As Requested By:

~~The Owner~~

The Professional

The Contractor



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 03.01.2022
PAGE: 1

SUBJECT: Consideration of declaring machine mounted hydraulic saw (MN DFM EXR) as surplus and auctioned on Govdeals.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Below are the item that is to be declared surplus and auctioned on Govdeals. They are no longer useful to our department and have reached their useful life.

Details: Machine Mounted Hydraulic Saw
Manuf: 2013 Dougherty Forestry Manufacturing Ltd. Co.
Model: DFM EXR



SUGGESTED MOTION: Move for approval of declaring machine mounted hydraulic saw (MN DFM EXR) as surplus and auctioned on Govdeals.



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

CITY OF STARKVILLE- SPORTSPLEX DRAINAGE IMPROVEMENTS

Bid Tabulation
March 1, 2022

Base Bid				Weathers Construction				JE Shurden Construction, LLC				McKee Construction, Inc.				TM Productions, LLC				DNA Underground, LLC				Gregory Construction			
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension				
907-201-F	Tree Protection	9.0	EA	\$ 94.05	\$ 846.45	\$ 150.00	\$ 1,350.00	\$ 75.00	\$ 675.00	\$ 250.00	\$ 2,250.00	\$ 1,200.00	\$ 10,800.00	\$ 430.00	\$ 3,870.00												
907-202-B	Removal of Pipe (4"-18")	2975.0	LF	\$ 9.37	\$ 27,875.75	\$ 6.80	\$ 20,230.00	\$ 4.25	\$ 12,643.75	\$ 10.00	\$ 29,750.00	\$ 12.00	\$ 35,700.00	\$ 9.00	\$ 26,775.00												
907-202-B	Removal of Pipe (20"-36")	693.0	LF	\$ 10.08	\$ 6,985.44	\$ 10.00	\$ 6,930.00	\$ 5.85	\$ 4,054.05	\$ 10.00	\$ 6,930.00	\$ 14.00	\$ 9,702.00	\$ 10.00	\$ 6,930.00												
907-202-B	Removal of Sidewalks	33.3	SY	\$ 40.42	\$ 1,345.99	\$ 100.00	\$ 3,330.00	\$ 30.00	\$ 999.00	\$ 10.00	\$ 333.00	\$ 18.00	\$ 599.40	\$ 75.00	\$ 2,497.50												
907-202-C	Saw Cut Concrete (all thicknesses)	60.0	LF	\$ 3.81	\$ 228.60	\$ 40.00	\$ 2,400.00	\$ 10.00	\$ 600.00	\$ 16.00	\$ 960.00	\$ 12.00	\$ 720.00	\$ 24.00	\$ 1,440.00												
907-203-EX	Borrow Material (AH)(PM)	488.6	CY	\$ 50.57	\$ 24,708.50	\$ 31.50	\$ 15,390.90	\$ 21.00	\$ 10,260.60	\$ 25.00	\$ 12,215.00	\$ 40.00	\$ 19,544.00	\$ 38.00	\$ 18,566.80												
216-B	Solid Sodding, Bermuda Grass	660.0	SY	\$ 7.58	\$ 5,002.80	\$ 5.23	\$ 3,451.80	\$ 6.50	\$ 4,290.00	\$ 5.50	\$ 3,630.00	\$ 17.00	\$ 11,220.00	\$ 6.00	\$ 3,960.00												
225-A	Grassing	685.0	SY	\$ 1.59	\$ 1,089.15	\$ 0.75	\$ 513.75	\$ 3.25	\$ 2,226.25	\$ 19.00	\$ 13,015.00	\$ 6.00	\$ 4,110.00	\$ 13.00	\$ 8,905.00												
234-A	Temporary Silt Fence	2000.0	LF	\$ 5.37	\$ 10,740.00	\$ 3.50	\$ 7,000.00	\$ 6.00	\$ 12,000.00	\$ 5.00	\$ 10,000.00	\$ 10.00	\$ 20,000.00	\$ 5.00	\$ 10,000.00												
237-A	Wattles, 20"	1000.0	LF	\$ 5.98	\$ 5,980.00	\$ 5.25	\$ 5,250.00	\$ 4.75	\$ 4,750.00	\$ 4.50	\$ 4,500.00	\$ 11.00	\$ 11,000.00	\$ 5.37	\$ 5,370.00												
907-304-K	Size 57 Stone (PM)	180.5	CY	\$ 194.55	\$ 35,116.28	\$ 81.60	\$ 14,728.80	\$ 145.00	\$ 26,172.50	\$ 85.00	\$ 15,342.50	\$ 95.00	\$ 17,147.50	\$ 78.00	\$ 14,079.00												
907-304-L	Construction Entrance	1.0	LS	\$ 9,928.00	\$ 9,928.00	\$ 8,324.10	\$ 8,324.10	\$ 7,200.00	\$ 7,200.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 7,400.00	\$ 7,400.00												
907-603-PE-C	12" High Performance (HP) Pipe	690.0	LF	\$ 21.27	\$ 14,676.30	\$ 25.00	\$ 17,250.00	\$ 36.00	\$ 24,840.00	\$ 19.00	\$ 13,110.00	\$ 35.00	\$ 24,150.00	\$ 39.00	\$ 26,910.00												
907-603-PE-C	15" High Performance (HP) Pipe	795.0	LF	\$ 21.08	\$ 16,758.60	\$ 28.25	\$ 22,458.75	\$ 36.50	\$ 29,017.50	\$ 19.00	\$ 15,105.00	\$ 36.00	\$ 28,620.00	\$ 41.00	\$ 32,595.00												
907-603-PE-C	18" High Performance (HP) Pipe	1490.0	LF	\$ 21.11	\$ 31,453.90	\$ 31.00	\$ 46,190.00	\$ 37.00	\$ 55,130.00	\$ 20.00	\$ 29,800.00	\$ 37.00	\$ 55,130.00	\$ 40.00	\$ 59,600.00												
907-603-PE-C	24" High Performance (HP) Pipe	240.0	LF	\$ 24.41	\$ 5,858.40	\$ 38.00	\$ 9,120.00	\$ 45.00	\$ 10,800.00	\$ 20.00	\$ 4,800.00	\$ 40.00	\$ 9,600.00	\$ 44.00	\$ 10,560.00												
907-603-PE-C	30" High Performance (HP) Pipe	138.0	LF	\$ 32.31	\$ 4,458.78	\$ 41.50	\$ 5,727.00	\$ 49.00	\$ 6,762.00	\$ 40.00	\$ 5,520.00	\$ 43.00	\$ 5,934.00	\$ 47.00	\$ 6,486.00												
907-603-PE-C	36" High Performance (HP) Pipe	315.0	LF	\$ 22.77	\$ 7,172.55	\$ 46.00	\$ 14,490.00	\$ 54.00	\$ 17,010.00	\$ 45.00	\$ 14,175.00	\$ 47.00	\$ 14,805.00	\$ 50.00	\$ 15,750.00												
907-604-C	Area Inlet (including grate and frame) - all sizes	1.0	EA	\$ 7,423.00	\$ 7,423.00	\$ 1,993.00	\$ 1,993.00	\$ 5,200.00	\$ 5,200.00	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,200.00	\$ 7,200.00												
907-607-C	Remove and Replace Existing Fence	60.0	LF	\$ 42.55	\$ 2,553.00	\$ 21.45	\$ 1,287.00	\$ 100.00	\$ 6,000.00	\$ 25.00	\$ 1,500.00	\$ 100.00	\$ 6,000.00	\$ 65.00	\$ 3,900.00												
907-608-C	Concrete Sidewalk (4" thick) (w/fiber reinforcement)	33.3	SY	\$ 84.64	\$ 2,818.51	\$ 31.50	\$ 1,048.95	\$ 115.00	\$ 3,829.50	\$ 75.00	\$ 2,497.50	\$ 105.00	\$ 3,496.50	\$ 250.00	\$ 8,325.00												
620-A	Mobilization	1.0	LS	\$ 2,345.00	\$ 2,345.00	\$ 24,138.73	\$ 24,138.73	\$ 9,450.00	\$ 9,450.00	\$ 85,000.00	\$ 85,000.00	\$ 34,000.00	\$ 34,000.00	\$ 106,000.00	\$ 106,000.00												
815-A	Loose Riprap, Size 200#	7.2	SY	\$ 230.84	\$ 1,662.05	\$ 95.52	\$ 687.74	\$ 235.00	\$ 1,692.00	\$ 208.00	\$ 1,497.60	\$ 250.00	\$ 1,800.00	\$ 407.00	\$ 2,930.40												
Base Bid Subtotal:				\$ 227,027.04	\$ 233,290.52		\$ 255,602.15		\$ 281,930.60		\$ 343,578.40		\$ 390,049.70		\$												
Alternate 1																											
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension												
907-201-F	Tree Protection	25.0	EA	\$ 540.98	\$ 13,524.50	\$ 2,419.00	\$ 60,475.00	\$ 4,935.00	\$ 123,375.00	\$ 3,800.00	\$ 95,000.00	\$ 3,600.00	\$ 90,000.00	\$ 7,300.00	\$ 182,500.00												
Alternate 1 Subtotal:				\$	\$ 13,524.50	\$	\$ 60,475.00	\$	\$ 123,375.00		\$ 95,000.00		\$ 90,000.00		\$ 182,500.00												
Base Bid + Alternate 1 Total:																											
				\$	\$ 240,551.54	\$	\$ 293,765.52	\$	\$ 378,977.15		\$ 376,930.60		\$ 433,578.40		\$ 572,549.70												
LOW BID																											



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 03/01/2022
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2021 – 2022 Budget

FISCAL NOTE: Total Claims for the FY 22 Claims Docket Ending March 01, 2022 is \$1,967,543.84
Of which the claims amount for Starkville Utilities is \$145,859.30

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Cindy Perkins, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of November 30, 2021 for fiscal years ending 09/30/22, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 2/17/2022 - 2/23/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-000-054-205	1,139.66
BILL THURLOW	INV0034542	02/04/2022	FAMILY FIRST PROGRAM AWARDS CELEBRATION	001-000-160-698	650.00
SHARON LIPSEY	INV0034554	02/10/2022	TICKETS FROM 2010 NOT MATCHED TO PERSON	001-000-149-691	447.50
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0034537	02/11/2022	RESTITUTION FROM TERESA CANNON (HOGAN)	001-000-149-691	25.00
CADENCE /ELAN VISA	INV0034612	02/14/2022	INDEED FEB 2022	001-000-054-205	257.93
CORY SHIERS	INV0034547	02/15/2022	RESTITUTION FROM DANIEL PERSTON	001-000-149-691	200.00
CADENCE /ELAN VISA	INV0034613	02/17/2022	INDEED FEB 2022	001-000-053-206	250.68
CADENCE /ELAN VISA	INV0034613	02/17/2022	INDEED FEB 2022	001-000-054-205	250.69
DEKLAN L WHITAKER	INV0034553	02/21/2022	OVERPAYMENT ON FINE	001-000-149-691	0.75
CADENCE /ELAN VISA	INV0034614	02/21/2022	INDEED FEB 2022	001-000-053-206	126.24
CADENCE /ELAN VISA	INV0034614	02/21/2022	INDEED FEB 2022	001-000-054-205	126.26
Outstanding Total:					3,474.71
Paid					
SPORTS FACILITIES COMPANIES, INC.	INV0034529	02/18/2022	REVENUE JANUARY 2022	001-000-358-705	5,316.96
MARCUS SMITH	INV0034532	02/18/2022	CREDIT CARD COLLECTIONS REFUND CHILD SUPPORT CASE CLOSED	001-000-118-795	100.00
WILLIAM ALFORD	INV0034533	02/18/2022	AFLAC REFUND WILLIAM ALFORD	001-000-118-795	26.92
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0034534	02/18/2022	AD VALOREM TAXES COLLECTED JANUARY 2022	001-000-200-084	1,590.86
Paid Total:					7,034.74
Department 000 - UNDESIGNATED Total:					10,509.45
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21-1.25.22	001-100-604-330	257.75
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-100-604-330	77.34
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-100-604-330	80.02
Outstanding Total:					415.11
Department 100 - BOARD OF ALDERMEN Total:					415.11
Department: 110 - MUNICIPAL COURT					
Outstanding					
JEREMY FORTNEY	INV0034611	01/20/2022	3 HOURS IN COURT	001-110-600-301	55.68
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-110-604-330	77.34
CANON FINANCIAL SERVICES, INC	28090561	02/09/2022	MONTHLY CHARGES	001-110-604-330	117.95
CANON FINANCIAL SERVICES, INC	28090565	02/09/2022	MONTHLY CHARGES	001-110-604-330	114.74
ALEXIS ROBINSON	INV0034544	02/13/2022	CONTRACT LABOR	001-110-600-301	348.75
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-110-604-330	40.01
QUADIENT FINANCE USA, INC.	INV0034595	02/15/2022	7900044080691508 POSTAGE	001-110-604-330	690.00
POLLAN & ASSOC. PA	22070	02/18/2022	SPRAY \$360.00 MASK \$106.90	001-110-501-200	466.90
AMAZON CAPITAL SERVICES, INC.	11XW-R1XD-FL71	02/21/2022	PENS,BINDER CLIPS,POST ITS,ENVELOPES	001-110-501-200	295.91

Expense Approval Report

Post Dates: 2/17/2022 - 2/23/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ALEXIS ROBINSON	INV0034568	02/21/2022	CONTRACT HOURS	001-110-600-301	441.75
Outstanding Total:					2,649.03
Department 110 - MUNICIPAL COURT Total:					2,649.03
Department: 120 - MAYORS OFFICE					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-120-604-330	77.34
RETAIL STRATEGIES, LLC	248-7	02/05/2022	CONSULTING AND RELATED SERVICES	001-120-600-300	15,000.00
CANON FINANCIAL SERVICES, INC	28090564	02/09/2022	MONTHLY CHARGES	001-120-604-330	86.77
CHALET	0-006574	02/10/2022	FRAMING CITY ANNEXATION MAP	001-120-503-202	385.17
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-120-604-330	40.01
QUADIENT FINANCE USA, INC.	INV0034595	02/15/2022	7900044080691508 POSTAGE	001-120-604-330	10.00
Outstanding Total:					15,599.29
Paid					
MARKEETA OUTLAW	INV0034535	02/18/2022	TRAVEL ALLOCATION STATEWIDE YOUTH LEADERSHIP	001-120-600-340	100.00
MARKEETA OUTLAW	INV0034535	02/18/2022	TRAVEL ALLOCATION STATEWIDE YOUTH LEADERSHIP	001-120-600-340	650.00
Paid Total:					750.00
Department 120 - MAYORS OFFICE Total:					16,349.29
Department: 123 - IT					
Outstanding					
CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21-1.25.22	001-123-604-330	121.65
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-123-604-330	77.34
CANON FINANCIAL SERVICES, INC	28090555	02/09/2022	MONTHLY CHARGES	001-123-604-330	108.97
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-123-604-330	446.49
Outstanding Total:					754.45
Department 123 - IT Total:					754.45
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21-1.25.22	001-145-604-330	47.37
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-145-604-330	77.34
CANON FINANCIAL SERVICES, INC	28090554	02/09/2022	MONTHLY CHARGES	001-145-604-330	472.69
CANON FINANCIAL SERVICES, INC	28090561	02/09/2022	MONTHLY CHARGES	001-145-604-330	117.95
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-145-604-330	40.01
MS MUNICIPAL CLERKS AND COLLECTORS *	INV0034549	02/15/2022	MS MUNICIPAL CLERK & COLLECTORS ASSN	001-145-690-556	90.00
QUADIENT FINANCE USA, INC.	INV0034595	02/15/2022	7900044080691508 POSTAGE	001-145-604-330	180.00
Outstanding Total:					1,025.36
Department 145 - OTHER ADMINISTRATIVE Total:					1,025.36
Department: 180 - HUMAN RESOURCES					
Outstanding					
CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21-1.25.22	001-180-604-330	51.64
CANON FINANCIAL SERVICES, INC	28090555	02/09/2022	MONTHLY CHARGES	001-180-604-330	108.98
FEDEX	7-655-06179	02/09/2022	SHIPPING	001-180-691-505	35.81

Expense Approval Report

Post Dates: 2/17/2022 - 2/23/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-180-604-330	46.39
CADENCE /ELAN VISA	INV0034612	02/14/2022	INDEED FEB 2022	001-180-610-340	257.94
QUADIENT FINANCE USA, INC.	INV0034595	02/15/2022	7900044080691508 POSTAGE	001-180-604-330	10.00
CADENCE /ELAN VISA	INV0034614	02/21/2022	INDEED FEB 2022	001-180-610-340	252.51
Outstanding Total:					763.27
Department 180 - HUMAN RESOURCES Total:					763.27

Department: 190 - CITY PLANNER

Outstanding					
CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21-1.25.22	001-190-604-330	155.98
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-190-604-330	77.33
CANON FINANCIAL SERVICES, INC	28090564	02/09/2022	MONTHLY CHARGES	001-190-604-330	86.77
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-190-604-330	260.02
QUADIENT FINANCE USA, INC.	INV0034595	02/15/2022	7900044080691508 POSTAGE	001-190-604-330	20.00
Outstanding Total:					600.10

Paid

EAGLE CONSTRUCTION	3400	02/18/2022	REMOVAL AND DISPOSAL OF ASBESTOS	001-190-600-323	9,500.00
Paid Total:					9,500.00

Department 190 - CITY PLANNER Total: 10,100.10

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding					
CINTAS	4110642129	02/15/2022	SUPPLIES	001-192-510-220	67.84
CINTAS	4110642147	02/15/2022	SUPPLIES	001-192-510-220	69.11
CINTAS	4111340325	02/22/2022	SUPPLIES	001-192-510-220	11.97
CINTAS	4111340331	02/22/2022	SUPPLIES	001-192-510-220	32.53
ATMOS ENERGY	INV0034584	02/28/2022	MONTHLY CHARGES	001-192-625-380	1,560.99
Outstanding Total:					1,742.44
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					1,742.44

Department: 197 - ENGINEERING

Outstanding					
SPRINGER ENGINEERING, INC.	14323	01/26/2022	QUALITY ASSURANCE TESTIN	001-197-600-308	372.00
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-197-604-330	77.33
VERIZON CONNECT-NWF	OSV000002681999	02/01/2022	NWF MONTHLY	001-197-690-450	32.38
CANON FINANCIAL SERVICES, INC	28090564	02/09/2022	MONTHLY CHARGES	001-197-604-330	86.77
QUADIENT FINANCE USA, INC.	INV0034595	02/15/2022	7900044080691508 POSTAGE	001-197-604-330	40.00
Outstanding Total:					608.48
Department 197 - ENGINEERING Total:					608.48

Department: 201 - POLICE DEPARTMENT

Outstanding					
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	19426	10/21/2021	AMERIGLO SUPRESSER SIGHTS GL-429	001-201-556-251	81.99
APPLIED CONCEPTS, INC.- STALKER RADAR	395023	11/02/2021	4 STALKER RADARS	001-201-730-067	6,356.00
JHCC HOLDINGS LLC	FQW7079001	12/16/2021	DEDUCTIBLE 2020 DURANGO VIN#0842	001-201-630-360	1,000.00
TRI-STARR MUFFLER & BRAKE	473040	01/03/2022	REPAIRS SGT COLEMAN FORD EXPLORER	001-201-630-360	3,502.00
MID-SOUTH UNIFORM & SUPPLY, INC	625125	01/07/2022	UNIFORMS	001-201-535-233	1,450.00
TK ELEVATOR CORP	3006339527	01/10/2022	BLDG MAINTENANCE	001-201-630-426	1,074.82
HOWARD INDUSTRIES	22-00542032	01/20/2022	THINK PAD UPCHURCH	001-201-630-404	379.00
CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21-1.25.22	001-201-604-330	2,055.64

Expense Approval Report

Post Dates: 2/17/2022 - 2/23/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MID-SOUTH UNIFORM & SUPPLY, INC	625776	01/31/2022	UNIFORMS	001-201-535-233	2,278.87
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-201-604-330	77.33
DASH MEDICAL GLOVES	1255760	02/01/2022	1 C LG BLACK EXAM GLOVES 1 C XL EXAM GLOVES	001-201-556-251	286.24
NEWELL PAPER COMPANY	3142152	02/01/2022	BATH TISSUE & DISINFECTANT	001-201-555-208	189.19
SCOTT PETROLEUM DIV. #15	632079	02/01/2022	SUPPLIES FOR FIRING RANGE	001-201-545-238	356.80
AT&T VPN SERVICE	INV0034578	02/01/2022	1.1.22-1.31.22 ACCT #831-001-1095-769	001-201-604-330	205.61
VERIZON CONNECT-NWF	OSV000002681999	02/01/2022	NWF MONTHLY	001-201-690-450	647.60
R&M TIRES	1136644	02/07/2022	REPAIRS& MAINTENANCE CPL PEARSON OIL CHANGE	001-201-630-360	57.50
NEWELL PAPER COMPANY	3142281	02/07/2022	JANITORIAL SUPPLIES	001-201-555-208	185.57
OKTIBBEHA COUNTY COOPERATIVE	755781	02/07/2022	DISPATCHER SWAT BOOTS	001-201-535-233	99.85
FUELMAN / FLEETCOR	INV0034587	02/07/2022	MONTHLY CHARGES 2.7.22-2.13.22	001-201-525-231	3,933.42
A+ AUTO REPAIR	022910	02/08/2022	WINDOW MOTOR AND REGULATOR	001-201-630-360	249.99
R&M TIRES	1136612	02/08/2022	REPAIRS & MAINTENANCE	001-201-630-360	114.95
R&M TIRES	1136664	02/08/2022	REPAIRS & MAINTENANCE VIN# 8069 S-24	001-201-630-360	100.00
R&M TIRES	1136665	02/08/2022	REPAIRS & MAINTENANCE	001-201-630-360	192.50
GLOBAL POLICE SOLUTIONS, LLC	2022173	02/08/2022	TRAINING:NASH,HORTON,LED LOW,WOODS,LACEY,COLBERT,	001-201-690-552	1,974.00
NEWELL PAPER COMPANY	3142358	02/08/2022	24 COTTON MOPHEADS	001-201-555-208	168.00
SHEPS CLEANERS-POLICE ACCOUNT	48390	02/08/2022	ALTERATIONS	001-201-600-300	6.00
SHEPS CLEANERS-POLICE ACCOUNT	48399	02/08/2022	ALTERATIONS	001-201-600-300	12.00
SHEPS CLEANERS-POLICE ACCOUNT	48453	02/08/2022	ALTERATIONS	001-201-600-300	24.00
SHEPS CLEANERS-POLICE ACCOUNT	48748	02/08/2022	ALTERATIONS	001-201-600-300	24.00
SHEPS CLEANERS-POLICE ACCOUNT	48890	02/08/2022	ALTERATIONS	001-201-600-300	11.00
SHEPS CLEANERS-POLICE ACCOUNT	48892	02/08/2022	ALTERATIONS	001-201-600-300	12.00
SHEPS CLEANERS-POLICE ACCOUNT	48916	02/08/2022	ALTERATIONS	001-201-600-300	30.00
SHEPS CLEANERS-POLICE ACCOUNT	49267	02/08/2022	ALTERATIONS	001-201-600-300	12.00
SHEPS CLEANERS-POLICE ACCOUNT	49278	02/08/2022	ALTERATIONS	001-201-600-300	36.00
SHEPS CLEANERS-POLICE ACCOUNT	49333	02/08/2022	ALTERATIONS	001-201-600-300	59.50
SHEPS CLEANERS-POLICE ACCOUNT	49888	02/08/2022	ALTERATIONS	001-201-600-300	17.00
SHEPS CLEANERS-POLICE ACCOUNT	49895	02/08/2022	ALTERATIONS	001-201-600-300	6.00
SHEPS CLEANERS-POLICE ACCOUNT	50167	02/08/2022	ALTERATIONS	001-201-600-300	18.00
SHEPS CLEANERS-POLICE ACCOUNT	50522	02/08/2022	ALTERATIONS	001-201-600-300	12.00
SHEPS CLEANERS-POLICE ACCOUNT	50961	02/08/2022	ALTERATIONS	001-201-600-300	6.00
R&M TIRES	1136675	02/09/2022	REPAIRS & MAINTENANCE	001-201-630-360	164.99
AMAZON CAPITAL SERVICES, INC.	11PG-1PCC-HL76	02/09/2022	3 WINDBREAKERS	001-201-535-233	94.97
CANON FINANCIAL SERVICES, INC	28090558	02/09/2022	INVESTIGATION DIVISION MONTHLY CHARGES	001-201-635-369	400.00
CANON FINANCIAL SERVICES, INC	28090560	02/09/2022	MONTHLY CHARGES	001-201-635-369	59.52

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	28090562	02/09/2022	MONTHLY CHARGES	001-201-635-369	242.78
BOARDTOWN ENGRAVING	021022B	02/10/2022	PLAQUE SGT HEADLEY	001-201-600-300	35.00
A+ AUTO REPAIR	02923	02/10/2022	REPAIRS & MAINTENANCE	001-201-630-360	132.99
A-1 TOWING	11600	02/10/2022	DRIVE BELT & SWITCH FOR AC TOWING FROM PARKER MCGILL TO WALTMON BODY SHOP	001-201-600-300	75.00
MID-SOUTH UNIFORM & SUPPLY, INC	625826	02/10/2022	UNIFORMS & NAME PLATE	001-201-535-233	723.25
MID-SOUTH UNIFORM & SUPPLY, INC	625850	02/10/2022	CPL MADEEN BADGE	001-201-535-233	131.25
STARKVILLE NARCOTICS	INV0034536	02/11/2022	VARIOUS INFORMANT FEES	001-201-600-304	1,950.00
STARKVILLE UTILITIES	INV0034597	02/11/2022	MONTHLY USAGE 1.4.22-2.2.2	001-201-625-380	4.50
CADENCE /ELAN VISA	INV0034598	02/13/2022	ROOM 2.13.22-2.17.22 ALISON CHILDS	001-201-690-552	677.81
CADENCE /ELAN VISA	INV0034599	02/13/2022	ROOM 2.13.22-2.17.22 JOSH WILSON	001-201-690-552	638.00
CADENCE /ELAN VISA	INV0034600	02/13/2022	ROOM	001-201-690-552	638.00
JOSH WILSON	INV0034601	02/13/2022	REIMBURSEMENT MEALS	001-201-690-552	136.60
ALISON CHILDS	INV0034603	02/13/2022	NRA INSTRUCTOR TRAINING REIMBURSE MEALS FOR SSGT L2 TRAINING 2.13-2.18.22	001-201-690-552	148.10
CADENCE /ELAN VISA	178039	02/14/2022	CHILDS HOTEL 2/6-2/10 SSGT TRAINING	001-201-690-552	675.25
BRISLIN, INC	220214	02/14/2022	BLDG MAINTENANCE	001-201-630-426	347.00
TRI-STARR MUFFLER & BRAKE	473039	02/14/2022	REPAIRS & MAINTENANCE	001-201-630-360	1,511.89
OKTIBBEHA COUNTY COOPERATIVE	758046	02/14/2022	FLUIDS,SUPPLIES,PROGRAM SGT COLEMAN SWAT BOOTS	001-201-535-233	119.85
DYLAN PEDEN	INV0034580	02/14/2022	MEALS FOR METH LAB TRAINING	001-201-690-552	148.34
FUELMAN / FLEETCOR	INV0034585	02/14/2022	MONTHLY CHARGES 2.14.22-2.20-22	001-201-525-231	3,619.31
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-201-604-330	1,807.17
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-201-690-450	680.23
AT&T-NCIC MONITOR LINE	INV0034596	02/14/2022	NCIC ACCT# 66261514676370593	001-201-604-330	81.95
SHANE KELLY	INV0034602	02/14/2022	REIMBURSE MEALS NRA TRAINING 2.14.22-2.18.22	001-201-690-552	136.41
QUADIENT FINANCE USA, INC.	INV0034595	02/15/2022	7900044080691508 POSTAGE	001-201-604-330	40.00
TWISTED GRAPHIX, LLC	1315	02/16/2022	REPAIRS & MAINTENANCE	001-201-630-360	1,401.00
DPS CRIME LAB	90114571	02/16/2022	ANALYTICAL FEES (2)	001-201-600-300	120.00
OCH REGIONAL MEDICAL CTR	INV0034528	02/16/2022	PRISONER MEDICAL J HOWAR	001-201-541-240	92.50
STARKVILLE RADIOLOGY PLLC	INV0034577	02/16/2022	PRISONER MEDICAL A MACO	001-201-541-240	41.00
CARYL PRITCHARD	INV0034579	02/16/2022	REIMBURSEMENT FOR THANK YOU CARDS 4 BOXES	001-201-501-200	25.84
OCH REGIONAL MEDICAL CTR	INV0034581	02/16/2022	PRISONER MEDICAL J HOWAR	001-201-541-240	1,031.40
A+ AUTO REPAIR	022947	02/17/2022	WATER PUMP SPARK PLUGS	001-201-630-360	1,749.59
PARKER CDJR*	127713	02/17/2022	ANTIFREEZE DRIVE BELT OIL	001-201-630-360	66.91
PARKER CDJR*	127725	02/17/2022	REPAIRS & MAINTENANCE OIL & FILTER CHANGE	001-201-630-360	66.91
MAGNOLIA BOTTLED WATER CO	51835	02/17/2022	REPAIRS & MAINTENANCE OIL AND FILTER CHANGE	001-201-630-360	66.91
AT&T-NCIC MONITOR LINE	INV0034527	02/17/2022	(6) COOLER WATER	001-201-501-200	48.00
CANON FINANCIAL SERVICES, INC	28090563	02/18/2022	2.1.22-2.28.22	001-201-604-330	215.73
INTAPOL	31186	02/18/2022	CONTRACT 2.1.22-2.28.22	001-201-604-330	91.66
DANNY MCCLUSKEY TOWING	4067	02/18/2022	(2) MOTORCYCLE BREECHERS	001-201-535-233	268.97
			TOW FROM ROBINSON RD	001-201-600-300	235.00
			MACON TO SPD IMPOUND		

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
DANNY MCCLUSKEY TOWING	4085	02/18/2022	TOW FROM THE GROVE TO GUN RANGE IMPOUND	001-201-600-300	125.00
MAGNOLIA BOTTLED WATER CO	51346	02/18/2022	(8) COOLER WATER	001-201-501-200	64.00
CADENCE /ELAN VISA	INV0034582	02/18/2022	ROOM FOR METH LAB TRAINING 2/13-2/16	001-201-690-552	330.30
WALMART- CAPITAL ONE	INV0034583	02/18/2022	BATTERIES	001-201-501-200	8.72
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034594	02/21/2022	MONTHLY USAGE 1.1.22-2.1.2	001-201-625-380	239.00
ATMOS ENERGY	INV0034590	02/23/2022	MONTHLY USAGE	001-201-625-380	454.81
Outstanding Total:					49,476.20
Department 201 - POLICE DEPARTMENT Total:					49,476.20

Department: 246 - CODE ENFORCEMENT

Outstanding

ARMY NAVY PAWN SHOP	020422A	02/04/2022	LONG SLEEVE POLO SHIRT (5)	001-246-535-233	150.00
Outstanding Total:					150.00
Department 246 - CODE ENFORCEMENT Total:					150.00

Department: 261 - FIRE DEPARTMENT

Outstanding

RYAN CLASSEN	INV0034564	01/16/2022	TRAVEL & MEALS TRAINING 10211-11	001-261-600-390	90.32
RYAN CLASSEN	INV0034565	01/23/2022	TRAVEL & MEALS TRAINING 10211-11	001-261-600-390	85.84
AMAZON CAPITAL SERVICES, INC.	19T3-LCH1-7XF1	01/25/2022	SQUEZZE KIT,SPRAYER,CHARGERS	001-261-630-360	762.69
CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21-1.25.22	001-261-604-330	356.78
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-261-604-330	77.33
VERIZON CONNECT-NWF	OSV000002681999	02/01/2022	NWF MONTHLY	001-261-690-450	323.80
LOWE'S-FIRE	INV0034562	02/03/2022	FLOORING ST 1	001-261-558-269	3,647.70
FARRELL-CALHOUN CO	027016013	02/04/2022	PAINT & SUPPLIES	001-261-558-269	275.07
EAST MISSISSIPPI LUMBER CO	A100192	02/04/2022	PAINT MATERIALS	001-261-558-269	197.06
EAST MISSISSIPPI LUMBER CO	A100202	02/04/2022	PAINT MATERIALS	001-261-558-269	168.19
EAST MISSISSIPPI LUMBER CO	E96478	02/04/2022	PAINTING MATERIAL ST 1	001-261-558-269	248.10
FARRELL-CALHOUN CO	027016029	02/05/2022	PAINT & SUPPLIES	001-261-558-269	94.80
CAMERON LOCKRIDGE	INV0034558	02/06/2022	TRAVEL & MEALS TRAINING	001-261-600-390	86.93
FARRELL-CALHOUN CO	027016042	02/07/2022	PAINT & SUPPLIES	001-261-558-269	30.65
FARRELL-CALHOUN CO	027016049	02/07/2022	PAINT & SUPPLIES	001-261-558-269	33.48
FARRELL-CALHOUN CO	027016059	02/07/2022	PAINT & SUPPLIES	001-261-558-269	11.89
KEN BRITT	INV0034557	02/07/2022	TRAVEL & MEALS FIRE ACADEMY CLASS	001-261-600-390	185.41
FUELMAN / FLEETCOR	INV0034587	02/07/2022	MONTHLY CHARGES 2.7.22-2.13.22	001-261-525-231	982.79
TJ CHEMICALS & SUPPLIES	2750	02/09/2022	SUPPLIES	001-261-630-360	1,047.00
CANON FINANCIAL SERVICES, INC	28090557	02/09/2022	COPIER CHARGES	001-261-604-330	310.53
SOUTHERN PIPE AND SUPPLY CO., INC	6340714-00	02/09/2022	SUPPLIES	001-261-558-269	78.02
EAST MISSISSIPPI LUMBER CO	D92986	02/09/2022	PAINTING MATERIAL ST 1	001-261-558-269	29.35
EAST MISSISSIPPI LUMBER CO	D92993	02/09/2022	PAINTING MATERIAL ST 1	001-261-558-269	5.99
LOWE'S-FIRE	INV0034561	02/09/2022	DUPLEX WALL PLATE CEILING PANL	001-261-558-269	366.27
LIBERTY WASTE, INC.	4548	02/10/2022	ROLL OFF DUMP CONSTRUCTION WASTE	001-261-630-360	375.00
LIBERTY WASTE, INC.	4549	02/10/2022	ROLL OFF DUMP CONSTRUCTION WASTE	001-261-630-360	375.00
LOWE'S-FIRE	INV0034556	02/10/2022	PAINT SUPPLIES FOR STATION	001-261-558-269	91.41
DIRECTV	010315788X220211	02/11/2022	SATELITE ST 5	001-261-625-380	186.44
OKTIBBEHA COUNTY COOPERATIVE	INV0034555	02/11/2022	CHEMICALS TO SPRAY ALL STATIONS	001-261-558-269	274.99
EAST MISSISSIPPI LUMBER CO	INV0034560	02/11/2022	SUPPLIES	001-261-555-250	89.10

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0034586	02/11/2022	MONTHLY USAGE 1.4.22-2.2.2	001-261-625-380	535.64
STARKVILLE UTILITIES	INV0034597	02/11/2022	MONTHLY USAGE 1.4.22-2.2.2	001-261-625-380	416.54
EMPIRE TRUCK SALES, LLC	RE005014575.01	02/11/2022	WORK ON AVENGER FIRE TRUCK	001-261-630-360	400.71
KEN BRITT	INV0034576	02/13/2022	REIMBURSEMENT FOR MEALS	001-261-600-390	62.35
RACKLEY OIL INC.	000568906	02/14/2022	SUPPLIES	001-261-525-231	233.75
GATEWAY TIRE & SERVICE CENTER	1018-157060	02/14/2022	TIRES & ALIGNMENT	001-261-630-360	386.13
GATEWAY TIRE & SERVICE CENTER	1018-15707	02/14/2022	CREDIT FOR 157057 INVOICE	001-261-630-360	860.73
TELETEC COMMUNICATIONS, LLC	10244212	02/14/2022	REPAIR EJF KENWOOD	001-261-630-404	618.00
BELL BUILDING SUPPLY, INC.	340150	02/14/2022	SUPPLIES	001-261-558-269	1,115.27
MS FIRE FIGHTER ASSOCIATIO	INV0034559	02/14/2022	MEMBERSHIP DUES (61)	001-261-690-555	1,220.00
LOWE'S-FIRE	INV0034566	02/14/2022	MATS & WATER HOSE FOR ST	001-261-558-269	145.20
FUELMAN / FLEETCOR	INV0034585	02/14/2022	MONTHLY CHARGES 2.14.22-2.20-22	001-261-525-231	846.21
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	001-261-604-330	440.13
SULLIVAN'S OFFICE SUPPLY, INC.	70866	02/15/2022	DESK	001-261-558-269	838.40
EAST MISSISSIPPI LUMBER CO	INV0034563	02/15/2022	SUPPLIES	001-261-558-269	28.94
STEGALL NOTARY SERVICE	INV0034567	02/15/2022	NOTARY RENEWAL	001-261-691-550	108.00
NAFECO	1128613	02/16/2022	LASHONDA R MALONE		
OKTIBBEHA COUNTY COOPERATIVE	757714	02/16/2022	REPAIR TURN OUT GEAR (2)	001-261-535-233	147.50
BELL BUILDING SUPPLY, INC.	340466	02/17/2022	SWAT MEN BOOTS	001-261-535-233	88.16
POWERSTROKE EQUIPMENT SALES & SVC	6350	02/17/2022	PAINT & PRIMER SEALR STAINBLOCKER	001-261-558-269	27.36
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034594	02/21/2022	PREMIX FUEL ULTRA MIX OIL	001-261-525-231	90.91
ATMOS ENERGY	INV0034590	02/23/2022	MONTHLY USAGE	001-261-625-380	1,962.79
ATMOS ENERGY	INV0034584	02/28/2022	MONTHLY CHARGES	001-261-625-380	503.35

Outstanding Total: 22,650.00

Department 261 - FIRE DEPARTMENT Total: 22,650.00

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21-1.25.22	001-281-604-330	51.64
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-281-604-330	77.33
VERIZON CONNECT-NWF	OSV000002681999	02/01/2022	NWF MONTHLY	001-281-690-450	145.71
TRUSTMARK NATIONAL BANK	INV0034546	02/07/2022	F250 & TACOMA	001-281-820-874	451.37
CANON FINANCIAL SERVICES, INC	28090564	02/09/2022	ACCT#2820795 NOTE#98905		
QUADIENT FINANCE USA, INC.	INV0034595	02/15/2022	MONTHLY CHARGES	001-281-604-330	86.76
CSPIRE WIRELESS	INV0034569	02/16/2022	7900044080691508 POSTAGE	001-281-604-330	10.00
			PHONE REPLACEMENT MIKE	001-281-604-330	149.99

Outstanding Total: 972.80

Department 281 - BUILDING/CODES OFFICE Total: 972.80

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0034589	02/07/2022	MONTHLY USAGE 12.27.21-1.27.22	001-290-625-380	54.04
STARKVILLE UTILITIES	INV0034586	02/11/2022	MONTHLY USAGE 1.4.22-2.2.2	001-290-625-380	44.41
STARKVILLE UTILITIES	INV0034597	02/11/2022	MONTHLY USAGE 1.4.22-2.2.2	001-290-625-380	52.04
GOLDEN TRIANGLE PLANNING & DEV. INC	11644	02/18/2022	CODE RED 2022	001-290-625-380	4,471.74

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FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034594	02/21/2022	MONTHLY USAGE 1.1.22-2.1.2	001-290-625-380	77.47
Outstanding Total:					4,699.70
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					4,699.70
Department: 301 - STREET DEPARTMENT					
Outstanding					
BELL BUILDING SUPPLY, INC.	330813	10/07/2021	PAINT SUPPLIES	001-301-565-272	80.37
BERRY ELECTRIC, LLC	004634	10/08/2021	INSTALLED NEW OUTLET IN SHOP	001-301-911-198	150.00
MMC MATERIALS, INC.	736982	11/24/2021	CONCRETE HOGAN/JACKSON ST	001-301-560-270	942.00
BELL BUILDING SUPPLY, INC.	335569	12/07/2021	PAINT ETC	001-301-565-272	31.59
BELL BUILDING SUPPLY, INC.	335633	12/08/2021	GLOVES, POSTHOLE DIGGER, CONCRETE	001-301-555-250	154.84
POLLAN & ASSOC. PA	22019	01/20/2022	EMBROIDERY JACKET COS LOGO	001-301-535-233	12.64
AMAZON CAPITAL SERVICES, INC.	17HK-WN6G-JTD7	01/24/2022	MASK/OFFICE SUPPLIES	001-301-555-250	136.03
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-301-604-330	77.33
VERIZON CONNECT-NWF	OSV000002681999	02/01/2022	NWF MONTHLY	001-301-690-450	275.23
NEWELL PAPER COMPANY	3142182	02/04/2022	POP-UP SHOP TOWELS	001-301-555-250	57.72
TRUSTMARK NATIONAL BANK	INV0034546	02/07/2022	F250 & TACOMA ACCT#2820795 NOTE#98905	001-301-820-874	451.38
FUELMAN / FLEETCOR	INV0034587	02/07/2022	MONTHLY CHARGES 2.7.22- 2.13.22	001-301-525-231	1,218.93
STARKVILLE UTILITIES	INV0034589	02/07/2022	MONTHLY USAGE 12.27.21- 1.27.22	001-301-625-380	37.56
STARKVILLE UTILITIES	INV0034589	02/07/2022	MONTHLY USAGE 12.27.21- 1.27.22	001-301-625-380	31,239.08
SHUR-TITE PRODUCTS	17094	02/08/2022	DELINEATORS FOR MLK	001-301-560-270	257.70
BELL BUILDING SUPPLY, INC.	339738	02/08/2022	NAILS	001-301-555-250	9.99
CUSTOM PRODUCTS CORPORATION	365145	02/09/2022	20 SIGNS POSTS & FREIGHT	001-301-565-272	551.85
APAC-MISSISSIPPI, INC	4000116626	02/09/2022	ASPHALT	001-301-560-270	448.29
AMAZON CAPITAL SERVICES, INC.	1CTJ-46WH-JT3G	02/10/2022	DRILL PRESS CLAMPS	001-301-555-250	80.97
AMAZON CAPITAL SERVICES, INC.	1CTJ-46WH-JT3G	02/10/2022	DRILL PRESS CLAMPS	001-301-555-250	45.00
AMAZON CAPITAL SERVICES, INC.	1CTJ-46WH-JT3G	02/10/2022	DRILL PRESS CLAMPS	001-301-555-250	198.75
CODY BOYD	INV0034550	02/10/2022	21-22 TREE TRIMMING SERVICES	001-301-600-300	4,698.00
BELL BUILDING SUPPLY, INC.	340041	02/11/2022	BOLTS & WASHERS	001-301-555-250	6.36
APAC-MISSISSIPPI, INC	4000116778	02/11/2022	ASPHALT	001-301-560-270	479.66
STARKVILLE UTILITIES	INV0034586	02/11/2022	MONTHLY USAGE 1.4.22-2.2.2	001-301-625-380	58.11
STARKVILLE UTILITIES	INV0034597	02/11/2022	MONTHLY USAGE 1.4.22-2.2.2	001-301-625-380	335.47
BOBBY BARDWELL	INV0034607	02/11/2022	CDL 5 YR CLASS REIMBURSEMENT	001-301-691-550	55.00
APAC-MISSISSIPPI, INC	4000116849	02/12/2022	ASPHALT	001-301-560-270	452.88
BELL BUILDING SUPPLY, INC.	340152	02/14/2022	3 CONCRETE PLACERS	001-301-555-250	158.97
FUELMAN / FLEETCOR	INV0034585	02/14/2022	MONTHLY CHARGES 2.14.22- 2.20-22	001-301-525-231	868.28
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22- 2.5.22 ACCT #523561109-000	001-301-604-330	299.33
DEEP SOUTH EQUIPMENT	J23029	02/14/2022	REPAIR JCB PM SERVICE	001-301-630-400	370.36
CINTAS	4110642159	02/15/2022	SUPPLIES	001-301-555-250	35.00
KIMBALL MIDWEST	9626032	02/15/2022	PAINT	001-301-565-272	161.68
EMPIRE TRUCK SALES, LLC	CE005094724.01	02/15/2022	DOOR HANDLE 61A	001-301-630-360	9.95
GATEWAY TIRE & SERVICE CENTER	1018-157179	02/16/2022	REPLACE TIRES ON TRUCK #70	001-301-630-360	833.39
KIMBALL MIDWEST	9629937	02/16/2022	25 METRIC NUTS	001-301-555-250	36.75
EAST MISSISSIPPI LUMBER CO	A101002	02/16/2022	TOOLS & BOLTS	001-301-555-250	155.18

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BERRY ELECTRIC, LLC	004675	02/17/2022	FIXED 9 LIGHTS IN SHOP 2 BAY LIGHTS CH OVER TO LED	001-301-911-198	900.00
LOWE'S-STREET	INV0034571	02/17/2022	6 ASPHALT TOOLS	001-301-555-250	196.50
BELL BUILDING SUPPLY, INC.	340513	02/18/2022	CONCRETE & PICK MATT	001-301-560-270	107.79
APAC-MISSISSIPPI, INC	4000116979	02/19/2022	ASPHALT	001-301-560-270	924.13
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034594	02/21/2022	MONTHLY USAGE 1.1.22-2.1.2	001-301-625-380	7,253.76
CINTAS	4111340403	02/22/2022	SUPPLIES	001-301-555-250	35.00
ATMOS ENERGY	INV0034584	02/28/2022	MONTHLY CHARGES	001-301-625-380	1,243.00
Outstanding Total:					56,131.80

Paid

TRUSTMARK NATIONAL BANK	INV0034530	02/18/2022	STREET AXCAVATOR ACCT# 00028207975	001-301-820-874	7,802.96
Paid Total:					7,802.96

Department 301 - STREET DEPARTMENT Total: 63,934.76

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21- 1.25.22	001-360-604-330	35.76
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	001-360-604-330	77.33
Outstanding Total:					113.09

Department 360 - ANIMAL CONTROL Total: 113.09

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

VERIZON CONNECT-NWF	OSV000002681999	02/01/2022	NWF MONTHLY	001-550-690-450	80.95
FERGUSON ENTERPRISES, INC	2883716-1	02/03/2022	LITHIUM BATTERY, FLUSH VALVE	001-550-630-426	620.64
SOUTHERN PIPE AND SUPPLY CO., INC	6270183-00	02/03/2022	URINAL TOP SPUD SIPHON	001-550-630-426	135.00
FUELMAN / FLEETCOR	INV0034587	02/07/2022	MONTHLY CHARGES 2.7.22- 2.13.22	001-550-525-231	139.65
CANON FINANCIAL SERVICES, INC	28090556	02/09/2022	MONTHLY CHARGES	001-550-600-330	404.30
FUELMAN / FLEETCOR	INV0034585	02/14/2022	MONTHLY CHARGES 2.14.22- 2.20-22	001-550-525-231	170.33
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22- 2.5.22 ACCT #523561109-000	001-550-600-330	40.01
SPORTS FACILITIES COMPANIES, INC.	INV0034548	02/15/2022	ADVANCE ON JANUARY 2022 EXPENSE REIMBURSEMENT	001-550-600-297	50,000.00
SPORTS FACILITIES COMPANIES, INC.	INV0034551	02/18/2022	JANUARY 2022	001-550-600-297	109,810.38
ATMOS ENERGY	INV0034590	02/23/2022	MONTHLY USAGE	001-550-600-340	327.61
Outstanding Total:					161,728.87

Department 550 - PARKS AND REC DEPARTMENT Total: 161,728.87

Department: 600 - CAPITAL PROJECTS

Outstanding

KIMLEY HORN	INV0034605	01/22/2022	HWY 182 BUILD PHASE 1	001-600-948-860	3,249.55
ELEVATOR SAFETY INSPECTION SERVICE, INC.	MS-3243	02/10/2022	INSPECTION	001-600-901-812	100.00
PHILLIPS CONTRACTING COMPANY, INC.	INV0034609	02/13/2022	OLD WEST POINT BRIDGE REPLACEMENT APP 5	001-600-912-806	42,807.90
PHILLIPS CONTRACTING COMPANY, INC.	INV0034610	02/13/2022	STARKVILLE HIGH SCHOOL BRIDGE REPLACEMENT	001-600-912-805	172,353.99
Outstanding Total:					218,511.44

Department 600 - CAPITAL PROJECTS Total: 218,511.44

Fund 001 - GENERAL FUND Total: 567,153.84

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
CREATIVE PRODUCT SOURCING, INC.	141093	08/12/2021	DARE GIVE OUT ITEMS CPL BIBBS (PENCIL)	002-251-501-200	288.00
CREATIVE PRODUCT SOURCING, INC.	143654	01/12/2022	DARE GRADUATIONS CPL MCWHIRTER	002-251-501-200	1,075.41
Outstanding Total:					1,363.41
Department 251 - DRUG EDUCATION FUND Total:					1,363.41
Fund 002 - RESTRICTED POLICE FUND Total:					1,363.41
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
REBEL SERVICES, LLC	7035	01/18/2022	TURBI 5150 INDUCTIVE SENSOR RK4T-25 TURK CORD FREI	015-505-630-400	228.82
CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21-1.25.22	015-505-604-330	47.37
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	015-505-604-330	77.33
VERIZON CONNECT-NWF	OSV000002681999	02/01/2022	NWF MONTHLY	015-505-690-450	32.38
MAXXSOUTH BROADBAND	INV0034575	02/06/2022	MONTHLY USAGE 2.11.22-3.10.22	015-505-600-338	158.86
TITAN AVIATION FUELS	3551185	02/09/2022	AVGAS FUEL	015-505-525-232	36,383.40
WALMART- CAPITAL ONE	INV0034573	02/09/2022	TISSUE,BATTERIES,POPCORN SEASON,SHOP TOWELS	015-505-541-237	35.10
TITAN AVIATION FUELS	3552243	02/10/2022	JET A FUEL	015-505-525-233	26,057.33
STARKVILLE UTILITIES	INV0034597	02/11/2022	MONTHLY USAGE 1.4.22-2.2.2	015-505-625-380	2,481.91
GATEWAY TIRE & SERVICE CENTER	1018-157098	02/14/2022	TIRE TUBE SHOP SUPPLIES	015-505-630-400	88.62
LOWE'S- AIRPORT	INV0034574	02/14/2022	HOSE,SCREWS,HAMMER,CROW BAR,COMPRESSOR ACC.AIR LIN	015-505-630-400	188.45
VERIZON WIRELESS	INV0034593	02/14/2022	MONTHLY USAGE 1.3.22-2.5.22 ACCT #523561109-000	015-505-604-330	46.39
S&K DOOR AND SPECIALTY COMPANY,INC.	76050	02/15/2022	ADJUST SPRINGS ROLL UP DOOR REPLACE DOOR SEAL	015-505-501-198	275.00
NESCO ELECTRICAL DISTRIBUTORS	525109410.001	02/15/2022	4' LED LIGHT TUBE SUPER BLACK VUNYL TAPE	015-505-501-198	225.90
ATR LIGHTING ENTERPRISES,INC	3024588	02/17/2022	24 EVV RUNWAY BULBS & FREIGHT	015-505-630-400	313.57
OKTIBBEHA COUNTY COOPERATIVE	758040	02/17/2022	HYDRAULIC OIL FILTER AIR FILTER	015-505-630-400	58.33
PAUL'S WELDING	0800	02/18/2022	SOLDER HYDRAULIC LINE REPAIR DOOR HINGE ROLL BRACK	015-505-630-400	245.00
CLEARWATER INC., ENVIRONMENTAL ENGI	1212201	02/18/2022	PAY REQUEST #3 AWOS PROJECT CAPITAL OUTLAY GRANT	015-505-720-805	331.20
Outstanding Total:					67,274.96
Department 505 - AIRPORT Total:					67,274.96
Fund 015 - AIRPORT FUND Total:					67,274.96
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
CLEARWATER INC., ENVIRONMENTAL ENGI	1212201	02/18/2022	PAY REQUEST #3 AWOS PROJECT CAPITAL OUTLAY GRANT	016-515-600-390	7,108.80

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TERRY STIDHAM CONSTRUCTION	INV0034604	02/22/2022	PAY REQ #2 AWOS ACCESS RD PD BY AIP GRANT 3	016-515-720-825	23,881.83
Outstanding Total:					30,990.63
Department 515 - RESTRICTED PROJECTS Total:					30,990.63
Fund 016 - RESTRICTED AIRPORT Total:					30,990.63

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

CENTRAL POLY	287760	01/19/2022	BLACK LINERS	022-322-551-239	60,975.20
CSPIRE WIRELESS	INV0034592	01/25/2022	MONTHLY USAGE 12.26.21- 1.25.22	022-322-604-330	118.89
CSPIRE BUSINESS SOLUTIONS	INV0034591	01/31/2022	ACCT #CSBS-643956	022-322-604-330	77.33
CENTRAL POLY	287907	02/01/2022	BLACK LINERS	022-322-551-239	45,624.80
GOLDEN TRIANGLE PLANNING & DEV. INC	INV0034543	02/01/2022	MONTHLY BILLING	022-322-600-364	253.00
VERIZON CONNECT-NWF	OSV000002681999	02/01/2022	NWF MONTHLY	022-322-691-450	437.13
TERRY'S GARAGE & REPAIRS, LLC	5893	02/04/2022	CONNECTOR, LABOR FIX AIR LEAK,SHOP SUPPLIES	022-322-630-360	57.48
TRUSTMARK NATIONAL BANK	INV0034545	02/07/2022	STREET SWEEPER ACCT# 00028207975 NOTE # 90089	022-322-820-872	3,743.59
FUELMAN / FLEETCOR	INV0034587	02/07/2022	MONTHLY CHARGES 2.7.22- 2.13.22	022-322-525-231	3,660.41
TERRY'S GARAGE & REPAIRS, LLC	5905	02/08/2022	BRASS	022-322-630-360	569.37
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	010779	02/09/2022	FITTING,ELBOW,PARKER HOSE TRUCK SOAP	022-322-555-250	820.00
EAST MISSISSIPPI LUMBER CO	A100633	02/10/2022	KNIT COVER, BASE PAINT,WIRE CONT RLR FRAME	022-322-555-252	172.01
LOWE'S-SANITATION	INV0034572	02/10/2022	RECYCLING SUPPLIES	022-322-610-375	81.95
NEWELL PAPER COMPANY	3142498	02/14/2022	CLEANING SUPPLIES	022-322-501-200	307.70
FUELMAN / FLEETCOR	INV0034585	02/14/2022	MONTHLY CHARGES 2.14.22- 2.20-22	022-322-525-231	3,747.33
TERRY'S GARAGE & REPAIRS, LLC	5949	02/15/2022	REPLACE FUEL PUMP,TRANSMISSION LINE TRUCK #42	022-322-630-360	2,343.18
GATEWAY TIRE & SERVICE CENTER	1018-157133	02/16/2022	MAINTENANCE #91	022-322-630-360	454.72
GATEWAY TIRE & SERVICE CENTER	1018-157196	02/16/2022	TIRES #93	022-322-630-360	751.47
GATEWAY TIRE & SERVICE CENTER	1018-157208	02/16/2022	TIRE REPAIR #96A TIRES #93 MAINTENANCE #91	022-322-630-360	69.57
FASTENAL COMPANY	MSSTA100109	02/18/2022	SAFETY EQUIPMENT (VEST RAIN SETS)	022-322-535-233	437.64
SGK LANDSCAPES, LLC	W017741	02/25/2022	TREE REMOVAL NEW LIGHT RED LIGHT	022-322-600-338	133.29
SGK LANDSCAPES, LLC	W017742	02/25/2022	TREE REMOVAL AND STAKE TREE MEDIAN SYNERGETICS	022-322-600-338	151.44

Outstanding Total: 124,987.50

Paid

GTR SOLID WASTE MGMT. AUTH	INV0034531	02/18/2022	SOLID WASTE TICKETS FOR JANUARY 2022	022-322-600-379	31,947.52
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Paid Total: 31,947.52

Department 322 - SANITATION DEPARTMENT Total: 156,935.02

Fund 022 - ENVIRONMENTAL SERVICES Total: 156,935.02

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESSMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-368350	02/18/2022	MONTHLY SUPPORT FEE	107-112-600-303	175.00
Outstanding Total:					175.00
Department 112 - COMPUTER ASSESSMENTS Total:					175.00
Fund 107 - COMPUTER ASSESSMENTS Total:					175.00
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	1075144	02/08/2022	INDUSTRIAL PARK	303-600-600-309	6,600.00
Outstanding Total:					6,600.00
Department 600 - CAPITAL PROJECTS Total:					6,600.00
Fund 303 - INDUSTRIAL PARK BOND Total:					6,600.00
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
FALCON CONTRACTING CO.,IN	4050	02/22/2022	N MONTGOMERY ST	319-600-912-800	14,025.60
Outstanding Total:					14,025.60
Department 600 - CAPITAL PROJECTS Total:					14,025.60
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					14,025.60
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
KIMLEY HORN	INV0034605	01/22/2022	HWY 182 BUILD PHASE 1	377-318-680-300	12,998.20
Outstanding Total:					12,998.20
Department 318 - MS182/MLK Total:					12,998.20
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					12,998.20
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
SPORTS FACILITIES COMPANIES, INC.	9200	01/12/2022	CORNORSTONE ADVERTISING	380-551-600-947	9,864.56
ENNIS-FLINT, INC.	263595	01/31/2022	MATERIALS INSTALL PARKING LOT AT PARK&REC	380-551-907-951	1,723.26
T&M STEEL ERECTORS, INC.	INV0034570	02/15/2022	CORNERSTONE PAY APP #008	380-551-907-945	671,435.19
LOWE'S-STREET	INV0034606	02/17/2022	MATERIAL FOR BRIDGE @ PARK & REC	380-551-907-951	294.36
SPORTS CONTRACTORS UNLIMITED	INV0034608	02/22/2022	SPORTSPLEX TURF FIELD PAY APP 5	380-551-907-942	167,347.25
Outstanding Total:					850,664.62
Department 551 - PARK & REC TOURISM Total:					850,664.62
Fund 380 - PARK BONDS 2020 Total:					850,664.62
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0034538	02/14/2022	FOOD BEVERAGE & HOTEL TA	610-000-147-656	18,920.99
Outstanding Total:					18,920.99
Department 000 - UNDESIGNATED Total:					18,920.99
Fund 610 - TRUST & AGENCY Total:					18,920.99

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE	INV0034538	02/14/2022	FOOD BEVERAGE & HOTEL TA	630-000-147-664	28,374.68
CONVENTIONS/VISITORS BUR					
O.C.E.D.A	INV0034539	02/14/2022	2% FOOD & BEVERAGE TAX	630-000-148-655	28,374.68
MSU /2% TAX REVENUE	INV0034540	02/14/2022	2% FOOD & BEVERAGE TAX	630-000-147-657	37,832.91
Outstanding Total:					94,582.27
Department 000 - UNDESIGNATED Total:					94,582.27
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					94,582.27
Grand Total:					1,821,684.54

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	567,153.84	25,087.70
002 - RESTRICTED POLICE FUND	1,363.41	0.00
015 - AIRPORT FUND	67,274.96	0.00
016 - RESTRICTED AIRPORT	30,990.63	0.00
022 - ENVIRONMENTAL SERVICES	156,935.02	31,947.52
107 - COMPUTER ASSESSMENTS	175.00	0.00
303 - INDUSTRIAL PARK BOND	6,600.00	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	14,025.60	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	12,998.20	0.00
380 - PARK BONDS 2020	850,664.62	0.00
610 - TRUST & AGENCY	18,920.99	0.00
630 - ECONOMIC DEV, TOURISM & CONV	94,582.27	0.00
Grand Total:	1,821,684.54	57,035.22

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	376.92	0.00
001-000-054-205	DUE FROM STARKVILLE E	1,774.54	0.00
001-000-118-795	CORRECTIONS ON PAYR	126.92	126.92
001-000-149-691	MUNICIPAL COURT BON	673.25	0.00
001-000-160-698	DONATION POLICE	650.00	0.00
001-000-200-084	TAXES DUE TO DOWNTOW	1,590.86	1,590.86
001-000-358-705	PARK- SPORTS FEES/REG	5,316.96	5,316.96
001-100-604-330	COMMUNICATIONS	415.11	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	762.81	0.00
001-110-600-301	PROFESSIONAL SERVICE	846.18	0.00
001-110-604-330	POSTAGE / COMMUNICA	1,040.04	0.00
001-120-503-202	COMMITTEE SUPPORT	385.17	0.00
001-120-600-300	PROFESSIONAL SERVICE	15,000.00	0.00
001-120-600-340	MAYOR'S YOUTH COUNC	750.00	750.00
001-120-604-330	COMMUNICATIONS	214.12	0.00
001-123-604-330	COMMUNICATIONS	754.45	0.00
001-145-604-330	POSTAGE/COPIER/PHON	935.36	0.00
001-145-690-556	DUES (MML) / FEES	90.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	217.01	0.00
001-180-610-340	ADVERTISING	510.45	0.00
001-180-691-505	PERSONNEL / KRONOS S	35.81	0.00
001-190-600-323	DEBRIS REMOVAL/DEM	9,500.00	9,500.00
001-190-604-330	COPIERS/PHONES/IPADS	600.10	0.00
001-192-510-220	SUPPLIES	181.45	0.00
001-192-625-380	UTILITIES	1,560.99	0.00
001-197-600-308	ENGINEERING SERVICES	372.00	0.00
001-197-604-330	COMMUNICATIONS	204.10	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-201-501-200	OFFICE SUPPLIES	146.56	0.00
001-201-525-231	GAS & OIL	7,552.73	0.00
001-201-535-233	UNIFORMS	5,167.01	0.00
001-201-541-240	PRISONER MEDICAL EXP	1,164.90	0.00
001-201-545-238	FIRING RANGE SUPPLIES	356.80	0.00
001-201-555-208	JANITORIAL SUPPLIES	542.76	0.00
001-201-556-251	POLICE SUPPLIES	368.23	0.00
001-201-600-300	PROFESSIONAL SERVICE	875.50	0.00
001-201-600-304	INFORMANT FEES	1,950.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	4,652.42	0.00
001-201-625-380	UTILITIES	698.31	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	10,311.22	0.00
001-201-630-404	TECHNOLOGY	379.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-630-426	BUILDING MAINTENANC	1,421.82	0.00
001-201-635-369	COPIER RENTAL	702.30	0.00
001-201-690-450	GPS EXPENSES	1,327.83	0.00
001-201-690-552	POLICE TRAINING/EDUC	5,502.81	0.00
001-201-730-067	SEATBELT/PTS GRANT	6,356.00	0.00
001-246-535-233	UNIFORMS - CODE ENFO	150.00	0.00
001-261-525-231	GAS & OIL	2,153.66	0.00
001-261-535-233	UNIFORMS	235.66	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	89.10	0.00
001-261-558-269	BUILDING MAINTENANC	7,708.14	0.00
001-261-600-390	FIRE TRAINING	510.85	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,184.77	0.00
001-261-625-380	UTILITIES	4,290.76	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	4,207.26	0.00
001-261-630-404	RADIO MAINTENANCE /	618.00	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-261-690-555	DUES	1,220.00	0.00
001-261-691-550	MISCELLANEOUS	108.00	0.00
001-281-604-330	COPIER/PHONES/IPADS/	375.72	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-281-820-874	VEHICLE PAYMENTS	451.37	0.00
001-290-625-380	UTILITIES / CODE RED	4,699.70	0.00
001-301-525-231	GAS & OIL	2,087.21	0.00
001-301-535-233	UNIFORMS	12.64	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	1,307.06	0.00
001-301-560-270	CONSTRUCTION MATERI	3,612.45	0.00
001-301-565-272	STREETS SIGNS & PAINT	825.49	0.00
001-301-600-300	TREE TRIMMING	4,698.00	0.00
001-301-604-330	COMMUNICATIONS	376.66	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	40,166.98	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	843.34	0.00
001-301-630-400	EQUIPMENT REPAIR &	370.36	0.00
001-301-690-450	GPS EXPENSES	275.23	0.00
001-301-691-550	MISCELLANEOUS	55.00	0.00
001-301-820-874	EXCAVATOR / TRUCKS	8,254.34	7,802.96
001-301-911-198	ROOF/REHAB BUILDING	1,050.00	0.00
001-360-604-330	COMMUNICATIONS	113.09	0.00
001-550-525-231	GAS & OIL	309.98	0.00
001-550-600-297	MANAGEMENT EXPENS	159,810.38	0.00
001-550-600-330	PHONES/COPIERS/POST	444.31	0.00
001-550-600-340	UTILITIES	327.61	0.00
001-550-630-426	BUILDING MAINT/REPAI	755.64	0.00
001-550-690-450	GPS EXPENSES	80.95	0.00
001-600-901-812	MUNICIPAL BUILDING F	100.00	0.00
001-600-912-805	ERBR 53-420(02) STARK	172,353.99	0.00
001-600-912-806	ERBR 53-420(01) OLD W	42,807.90	0.00
001-600-948-860	BUILD GRANT MATCH (2	3,249.55	0.00
002-251-501-200	SUPPLIES	1,363.41	0.00
015-505-501-198	BUILDING REPAIRS & M	500.90	0.00
015-505-525-232	100LL AV GAS PURCHAS	36,383.40	0.00
015-505-525-233	JET A FUEL PURCHASES	26,057.33	0.00
015-505-541-237	OPERATING SUPPLIES	35.10	0.00
015-505-600-338	CONTRACT & LEGAL SER	158.86	0.00
015-505-604-330	CELL PHONE/POSTAGE	171.09	0.00
015-505-625-380	UTILITIES	2,481.91	0.00
015-505-630-400	EQUIPMENT REPAIR &	1,122.79	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT	331.20	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
016-515-600-390	PROF SVC- 2020 AIP 3-2	7,108.80	0.00
016-515-720-825	CAP IMPROVEMENT-202	23,881.83	0.00
022-322-501-200	OFFICE SUPPLIES	307.70	0.00
022-322-525-231	GAS & OIL - RESIDENTIA	7,407.74	0.00
022-322-535-233	UNIFORMS - RESIDENTIA	437.64	0.00
022-322-551-239	GARBAGE BAGS	106,600.00	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	820.00	0.00
022-322-555-252	SUPPLIES & SMALL TOOL	172.01	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	284.73	0.00
022-322-600-364	BILLING SERVICES	253.00	0.00
022-322-600-379	LANDFILL FEES	31,947.52	31,947.52
022-322-604-330	COMMUNICATIONS	196.22	0.00
022-322-610-375	MDEQ RECYCLING GRAN	81.95	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	4,245.79	0.00
022-322-691-450	GPS EXPENSES	437.13	0.00
022-322-820-872	SWEEPER 2017	3,743.59	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	6,600.00	0.00
319-600-912-800	STREET OVERLAYS	14,025.60	0.00
377-318-680-300	PROFESSIONAL SERVICE	12,998.20	0.00
380-551-600-947	CORNERSTONE MANAG	9,864.56	0.00
380-551-907-942	EXISTING PARK IMPROV	167,347.25	0.00
380-551-907-945	CORNERSTONE - PHASE	671,435.19	0.00
380-551-907-951	SPORTSPLEX PARKING L	2,017.62	0.00
610-000-147-656	DUE TO GOVERNMENT	18,920.99	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	37,832.91	0.00
630-000-147-664	DUE TO VISITORS/CONV.	28,374.68	0.00
630-000-148-655	DUE TO OCEDA	28,374.68	0.00
Grand Total:		1,821,684.54	57,035.22

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,821,684.54	57,035.22
Grand Total:	1,821,684.54	57,035.22



City of Starkville, MS

Payable Change Register

Change Details

APPKT05151 - CORRECT DESCRIPTION

Payable	Payable Description	Vendor	Bank Code	Payable Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Total Payable
INV0034548	ADVANCE ON JANUARY 2022 EXPE	09530 - SPORTS FACILITIES COMPA	APBNK	2/15/2022	3/1/2022	2/15/2022	50,000.00	0.00	0.00	0.00	50,000.00
Change Description: ADVANCE ON FEBRUARY 2022 EXPENSE REIMBURSEMENT											
Change Reason: ADVANCEMENT WAS FOR ADVANCE ON FEBRUARY 2022 EXPENSE REIMBURSEMENT NOT FOR JANUARY											
Cancel Payable:											
Change Date: 2/18/2022											



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Comptroller
Starkville Utilities

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 03/02/22 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	110	ARKANSAS ELECTRIC										
03021951	02/22/22	10219	Materials		03/02/22	4556.32	.00	ACH				
VENDOR:	131	ALTEC INDUSTRIES, INC.							4556.32			
11348401-CR	02/17/22		0 Credit on Account		03/02/22	340.00-	.00	ACH				
11840056	02/11/22	10203	Tools		03/02/22	92.48	.00	ACH				
11843243	02/18/22	10203	Equipment		03/02/22	200.02	.00	ACH				
11846183	02/18/22	10203	Equipment		03/02/22	260.57	.00	ACH				
VENDOR TOTAL:									213.07			
VENDOR:	134	ATWELL & GENT, P.A.										
10377	02/22/22		0 Engineering Services		03/02/22	3750.00	.00	ACH				
10378	02/22/22		0 Engineering Services		03/02/22	16525.00	.00	ACH				
10379	02/22/22		0 Engineering Services		03/02/22	650.00	.00	ACH				
10380	02/22/22		0 Engineering Services		03/02/22	140.00	.00	ACH				
10381	02/22/22		0 Engineering Services		03/02/22	420.00	.00	ACH				
VENDOR TOTAL:						21485.00						
VENDOR:	318	CLAYTON VILLAGE MINI STG										
2/22/22	02/22/22	0	Storage unit rental		03/02/22	215.00	.00	ACH				
VENDOR TOTAL:						215.00						
VENDOR:	450	DILL'S PLUMBING REPAIR										
4041	02/22/22	10244	Repair		03/02/22	125.00	.00	CHK				
VENDOR TOTAL:						125.00						
VENDOR:	455	EXELL WATER & COFFEE, INC.										
647315	02/22/22	10130	Water		03/02/22	31.58	.00	ACH				
VENDOR TOTAL:						31.58						
VENDOR:	616	FUELMAN										
NP61614896	02/16/22	0	Fuel		03/02/22	2519.55	.00	CHK				
NP61639493	02/22/22	0	Fuel		03/02/22	2010.94	.00	CHK				
VENDOR TOTAL:						4530.49						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER										
1018-157458	02/22/22	10246	Maintenance		03/02/22	102.67	.00	ACH				
					VENDOR TOTAL:	102.67						
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.										
50021436-00	02/22/22	9909	Materials		03/02/22	970.80	.00	ACH				
50021673-00	02/22/22	10002	Materials		03/02/22	3130.00	.00	ACH				
50021773-00	02/22/22	10009	Materials		03/02/22	2697.50	.00	ACH				
50021773-01	02/22/22	10009	Materials		03/02/22	2563.60	.00	ACH				
50021936-00	02/22/22	10055	Materials		03/02/22	22812.50	.00	ACH				
50021963-00	02/22/22	10055	Materials		03/02/22	5880.00	.00	ACH				
50022285	02/22/22	10158	Materials		03/02/22	325.00	.00	ACH				
					VENDOR TOTAL:	38379.40						
VENDOR:	809	HOWARD INDUSTRIES, INC.										
244024-987430	02/22/22	9689	Materials		03/02/22	3980.00	.00	ACH				
					VENDOR TOTAL:	3980.00						
VENDOR:	1010	JT RAY COMPANY										
220216-521, 522	02/22/22	0	Copier service		03/02/22	175.87	.00	ACH				
					VENDOR TOTAL:	175.87						
VENDOR:	1104	LANDERS SOUTH LLC										
244802	02/14/22	10166	Ford Maverick		03/02/22	18693.00	.00	CHK				
					VENDOR TOTAL:	18693.00						
VENDOR:	1205	LOWE'S										
901075	02/11/22	10225	Safety Equipment		03/02/22	312.55	.00	CHK				
901113	02/11/22	10224	Tools		03/02/22	37.99	.00	CHK				
901791	02/22/22	10249	Supplies		03/02/22	144.34	.00	CHK				
909412	02/22/22	10248	Supplies		03/02/22	46.03	.00	CHK				
					VENDOR TOTAL:	540.91						
VENDOR:	1319	MONT'S PAPER & PACKAGING										
400744	02/22/22	10184	Uniforms		03/02/22	141.39	.00	ACH				
					VENDOR TOTAL:	141.39						

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1335	VERIZON	CONNECT NWF, INC									
INVE0215592	02/15/22	0	Vehicle GPS Services-CITY206	03/02/22		151.15	.00	CHK				
OSV000002671930	02/15/22	0	Vehicle GPS Services-CITY206	03/02/22		728.55	.00	CHK				
			VENDOR TOTAL:			879.70						
VENDOR:	1400	NESCO										
S2509398.001	02/11/22	10217	Materials	03/02/22		454.34	.00	ACH				
			VENDOR TOTAL:			454.34						
VENDOR:	1662	PROGRAPHICS										
79954	02/22/22	10193	Install Logos	03/02/22		225.00	.00	ACH				
			VENDOR TOTAL:			225.00						
VENDOR:	1800	RACKLEY OIL, INC.										
192312	02/15/22	0	Credit on account	03/02/22		29.95-	.00	ACH				
			VENDOR TOTAL:			29.95-						
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD										
2/03/22	02/22/22	0	Supplies, Travel	03/02/22		3174.51	.00	CHK				
			VENDOR TOTAL:			3174.51						
VENDOR:	1818	UNITED RENTALS, INC.										
195787262-008	02/11/22	10162	Equipment Rental	03/02/22		1767.00	.00	ACH				
200929257-003	02/22/22	10083	Equipment Rental	03/02/22		1716.00	.00	ACH				
			VENDOR TOTAL:			3483.00						
VENDOR:	1825	THE WELDING WORKS LLC										
942	02/22/22	10237	Repairs	03/02/22		150.00	.00	CHK				
			VENDOR TOTAL:			150.00						
VENDOR:	1887	S & S LINE SERVICE INC										
2379-2380	02/16/22	0	ROW Clearing	03/02/22		5874.80	.00	ACH				
			VENDOR TOTAL:			5874.80						

STARKVILLE UTILITIES
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1910	STARKVILLE	ELEC-UTILITY BILL									
FEB 2022	02/17/22	0	Utility bills		03/02/22	728.76	.00	DFT				
			VENDOR TOTAL:			728.76						
VENDOR:	1913	SECURITY SOLUTIONS										
225793	02/22/22	10243	Install TV and Data Cables		03/02/22	1525.00	.00	CHK				
			VENDOR TOTAL:			1525.00						
VENDOR:	1929	SEVEN STATES POWER CORP										
INV-395	02/22/22	0	Solar Project Management		03/02/22	2000.00	.00	CHK				
			VENDOR TOTAL:			2000.00						
VENDOR:	1940	STUART C. IRBY										
S012824094.003	02/11/22	10165	Materials		03/02/22	630.00	.00	ACH				
S012824094.004	02/11/22	10165	Materials		03/02/22	238.72	.00	ACH				
S012824094.005	02/22/22	10165	Materials		03/02/22	620.00	.00	ACH				
S012824094.006	02/22/22	10165	Materials		03/02/22	528.20	.00	ACH				
S012859550.001	02/22/22	10232	Materials		03/02/22	2268.50	.00	ACH				
			VENDOR TOTAL:			4285.42						
VENDOR:	1997	SOUTHEASTERN TESTING LAB										
386698	02/22/22	10245	Testing		03/02/22	175.50	.00	ACH				
			VENDOR TOTAL:			175.50						
VENDOR:	2040	TVPPA EDUCATION & TRAIN.										
259, 009, 797	02/18/22	0	Lineman-Employee training		03/02/22	2148.00	.00	ACH				
INV0045728	02/17/22	0	Safety training		03/02/22	500.00	.00	ACH				
			VENDOR TOTAL:			2648.00						
VENDOR:	2098	ULINE										
144914657	02/22/22	10222	Supplies		03/02/22	612.44	.00	ACH				
			VENDOR TOTAL:			612.44						

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:											
12031F072	02/18/22	2104	UPS								
			0 Postage		03/02/22	76.52	.00	CHK			
					VENDOR TOTAL:	76.52					
VENDOR:											
2117			UTILITY MAINT SPECIALIST INC								
4573	02/22/22		0 Substation Testing		03/02/22	10184.14	.00	ACH			
4584	02/16/22		0 Substation Testing		03/02/22	12872.11	.00	ACH			
					VENDOR TOTAL:	23056.25					
VENDOR:											
2118			BORDER STATES ELECTRIC								
923700505	02/22/22		10213 Materials		03/02/22	342.00	.00	ACH			
					VENDOR TOTAL:	342.00					
VENDOR:											
2322			WATKINS, WARD & STAFFORD								
189281	02/15/22		0 FY 2021 Audit		03/02/22	21200.00	.00	CHK			
					VENDOR TOTAL:	21200.00					
					GRAND TOTAL:	164030.99					

STARKVILLE WATER DEPT
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	57	ALLIED UNIVERSAL CORPORATION										
I2758407	02/09/22	6645	Chemicals		03/02/22	2340.26	.00	ACH				
					VENDOR TOTAL:	2340.26						
VENDOR:	124	ATMOS ENERGY										
3020752702-2/22	02/18/22	0	Utility bill		03/02/22	983.01	.00	ACH				
3020752962-2/22	02/22/22	0	Utility bill		03/02/22	244.08	.00	ACH				
					VENDOR TOTAL:	1227.09						
VENDOR:	202	BELL BUILDING SUPPLY										
339795	02/09/22	6710	Supplies		03/02/22	40.28	.00	ACH				
340390	02/22/22	6709	Supplies		03/02/22	80.46	.00	ACH				
					VENDOR TOTAL:	120.74						
VENDOR:	220	CENTRAL PIPE SUPPLY										
S100273907.003	02/15/22	6407	Materials		03/02/22	239.50	.00	ACH				
					VENDOR TOTAL:	239.50						
VENDOR:	227	BULLDOG TOWING, LLC										
44046	02/22/22	6727	Maintenance		03/02/22	250.00	.00	CHK				
					VENDOR TOTAL:	250.00						
VENDOR:	268	C & C MAINTENANCE SUPPLY										
3010	02/09/22	6638	Safety Supplies		03/02/22	88.90	.00	CHK				
					VENDOR TOTAL:	88.90						
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY										
3115205-000-000	02/09/22	6507	Fire Hydrants		03/02/22	8325.00	.00	ACH				
3115753-000-000	02/09/22	6577	Fire Hydrants		03/02/22	6660.00	.00	ACH				
3120523-000-000	02/15/22	6721	Materials		03/02/22	80.00	.00	ACH				
					VENDOR TOTAL:	15065.00						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	455	EXELL WATER & COFFEE, INC.								
647316	02/15/22	5205 Water		03/02/22	31.58	.00	ACH			
				VENDOR TOTAL:	31.58					
VENDOR:	620	G & C SUPPLY CO., INC.								
6854356	02/22/22	6704 Saftey Supplies		03/02/22	494.80	.00	ACH			
				VENDOR TOTAL:	494.80					
VENDOR:	639	GOLDEN TRIANGLE								
3062022022	02/15/22	0 Billing services		03/02/22	62.50	.00	ACH			
				VENDOR TOTAL:	62.50					
VENDOR:	690	GARVER LLC								
19W10280-28	02/16/22	0 Engineering-Green Oaks 1&2		03/02/22	5500.00	.00	ACH			
21W10050-2	02/16/22	0 Engineering-Green Oaks South		03/02/22	15000.00	.00	ACH			
21W10060-3	02/16/22	0 Engineering-Rolling Hills		03/02/22	25000.00	.00	ACH			
				VENDOR TOTAL:	45500.00					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-157003	02/15/22	6719 Repairs		03/02/22	18.87	.00	ACH			
				VENDOR TOTAL:	18.87					
VENDOR:	765	HYDRA SERVICE, INC.								
155750	02/09/22	6712 Materials		03/02/22	5358.00	.00	ACH			
155769	02/09/22	6711 Materials		03/02/22	1166.00	.00	ACH			
				VENDOR TOTAL:	6524.00					
VENDOR:	1205	LOWE'S								
09174	02/15/22	6725 Supplies		03/02/22	93.96	.00	CHK			
909732	02/22/22	6733 Supplies		03/02/22	376.08	.00	CHK			
				VENDOR TOTAL:	470.04					

INVOICE	VENDOR:	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
6703	1322 MMC MATERIALS, INC.	02/09/22	6703 Concrete Repairs		03/02/22	622.00	.00	ACH				
743436		02/15/22	6630 Concrete		03/02/22	1250.00	.00	ACH				
				VENDOR TOTAL:		1872.00						
3142371	1390 JACKSON NEWELL PAPER CO	02/22/22	6716 Supplies		03/02/22	342.30	.00	ACH				
				VENDOR TOTAL:		342.30						
52511664.001	1400 NESCO	02/22/22	5239 Supplies		03/02/22	146.40	.00	ACH				
				VENDOR TOTAL:		146.40						
46173	1406 NORTHEAST EXTERMINATING	02/22/22	5242 Warranty Renewal		03/02/22	125.00	.00	ACH				
				VENDOR TOTAL:		125.00						
755997	1525 OKTIBBEHA COUNTY COOP	02/11/22	6713 Materials		03/02/22	66.00	.00	ACH				
756021		02/15/22	6622 Uniforms		03/02/22	32.83	.00	ACH				
756096		02/11/22	6714 Materials		03/02/22	148.00	.00	ACH				
				VENDOR TOTAL:		246.83						
0997212662	1531 O'REILLY AUTO PARTS	02/18/22	0 Return		03/02/22	176.36-	.00	CHK				
0997237740		02/22/22	6729 Maintenance		03/02/22	119.03	.00	CHK				
97613A		02/18/22	0 Unapplied Credit		03/02/22	25.46-	.00	CHK				
				VENDOR TOTAL:		82.79-						
6338	1623 POWERSTROKE EQUIPMENT, INC	02/09/22	6708 Equipment Repair		03/02/22	68.99	.00	ACH				
6349		02/15/22	6723 Repairs		03/02/22	43.98	.00	ACH				
				VENDOR TOTAL:		112.97						

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1627	PROGRAPHICS										
80032	02/22/22	5238	Remove Decals		03/02/22	345.00	.00	ACH				
					VENDOR TOTAL:	345.00						
VENDOR:	1818	UNITED RENTALS INC										
203225469-001	02/22/22	6730	Maintenance		03/02/22	240.00	.00	ACH				
					VENDOR TOTAL:	240.00						
VENDOR:	1909	STARKVILLE WATER - UTILITIES										
FEB 2022	02/17/22	0	Utility bills		03/02/22	61393.16	.00	DFT				
					VENDOR TOTAL:	61393.16						
VENDOR:	1920	CANNON FORD LINCOLN OF STARK										
14491	02/22/22	6728	Maintenance		03/02/22	504.56	.00	ACH				
					VENDOR TOTAL:	504.56						
VENDOR:	1937	SOUTHERN PIPE & SUPPLY										
6135447-00	02/09/22	6563	Materials		03/02/22	929.04	.00	ACH				
6353375	02/22/22	6707	Materials		03/02/22	1803.00	.00	ACH				
					VENDOR TOTAL:	2732.04						
VENDOR:	2098	ULINE										
144974040	02/22/22	5237	Warehouse Supplies		03/02/22	181.70	.00	ACH				
144974041	02/22/22	5237	Warehouse Supplies		03/02/22	48.60	.00	ACH				
					VENDOR TOTAL:	230.30						
VENDOR:	2104	UPS										
24W1X6062	02/16/22	0	Postage		03/02/22	37.92	.00	CHK				
24W1X6072	02/18/22	0	Postage		03/02/22	35.67	.00	CHK				
					VENDOR TOTAL:	73.59						
VENDOR:	2111	USA BLUEBOOK										
867276	02/11/22	6700	Equipment		03/02/22	377.71	.00	ACH				
876485	02/15/22	6722	Supplies		03/02/22	178.28	.00	ACH				

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 03/02/22 ACCOUNT 23110

PAGE 5
RUN DATE 02/22/22 03:53 PM

INVOICE 881185
DATE 02/22/22
PO NBR DESCRIPTION
6731 Signage

VENDOR: 2201 WRIGHT CHEMICAL, LLC

1208 02/10/22 6697 Supplies

VENDOR: 2202 WAYPOINT ANALYTICAL

1064873 02/15/22 6609 Testing
1064978 02/22/22 6609 Testing

VENDOR: 2307 WISSCO

22039 02/15/22 6718 Testing
22044 02/22/22 6720 Equipment Rental

VENDOR: 99009732 MS DEPT OF REVENUE (TAGS)

2/17/22 02/17/22 0 Replacement Titles

UNPAID INVOICES

INVOICE AMOUNT
512.67

TAX AMOUNT
.00

PMT TYP
ACH

VENDOR TOTAL: 1068.66

2136.00

.00

ACH

VENDOR TOTAL: 2136.00

252.00
252.00

.00
.00

ACH
ACH

VENDOR TOTAL: 504.00

300.00
1100.00

.00
.00

CHK
CHK

VENDOR TOTAL: 1400.00

36.00

.00

CHK

VENDOR TOTAL: 36.00

GRAND TOTAL: 145859.30



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 03-01-2022
PAGE: 1

SUBJECT: Request permission for SFD to enter into a Mutual Aid agreement with Oktibbeha County Department/ EMS, to provide and receive mutual aid when called upon.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

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

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

SUGGESTED MOTION: Move approval to allow SFD to enter into a Mutual Aid agreement with Oktibbeha County Department/ EMS, to provide and receive mutual aid when called upon.

**INTERLOCAL COOPERATIVE AND MUTUAL AID AGREEMENT
BETWEEN
STARKVILLE, MISSISSIPPI
AND
OKTIBBEHA COUNTY, MISSISSIPPI
FOR THE PROVISION OF FIRE AND EMERGENCY RESPONSE SERVICES**

This **INTERLOCAL COOPERATIVE AGREEMENT** ("Agreement") is executed by and between **STARKVILLE, MISSISSIPPI** (the "City"), and **OKTIBBEHA COUNTY, MISSISSIPPI** (the "County"), sometimes collectively the "Parties" or independently a "Party."

WITNESSETH:

WHEREAS, Miss. Code Ann. §17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to Mississippi Code Annotated §17-13-7, and the County and City may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below.

WHEREAS, the County is authorized to establish a fire department and have it act as an arm of the County government to provide fire protection and emergency response services in the County. Miss. Code Ann. §19-5-97

WHEREAS, the City is authorized to establish a fire department to provide fire protection and emergency response within the City and beyond if necessary. Miss. Code Ann. §§ 21-25-3, 21-25-5.

WHEREAS, the Mississippi Attorney General has repeatedly opined that county and municipal fire departments may work together to provide mutual aid response to fires and emergencies in the City and County upon request. MS AG Op. Nowak (April 4, 2006); MS AG Op. Clements (April 5, 2002).

WHEREAS, the County and City desire to enter into an Interlocal Agreement for the purpose for providing mutual aid for fire and emergency response in the City and County, when needed and called upon by the entity with primary jurisdiction.

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their mutual benefit; and

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish a framework and protocol for the provision of mutual aid response to fire and other emergencies in the City and County.

II. TERM

The Term of this Agreement shall commence on March 1, 2022, pending approval of this Agreement by the Mississippi Attorney General, and continue for a period of one year, after which time it will automatically renew for successive one-year Terms, unless terminated by either party with written notice to the other of its intent to do so, such notice being made not less than ninety (90) days prior to the end of the Term.

III. PROVIDERS

The providers of the contemplated services shall be the Starkville Fire Department, on behalf of the City, and the Oktibbeha County Fire Department / Oktibbeha County Fire Association, on behalf of the County.

IV. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

- A. Upon either Party's request, and at any time during the Term of this Agreement, the other Party shall render aid to the requesting Party in the form of its own firefighting/EMS personnel and equipment for the purpose of supplementing and rendering additional aid to the requesting Party in its response to fires, accidents, EMS calls, mass casualties and any other similar firefighting or EMS needs.
- B. The Parties agree that each shall respond without any cost, charge or financial assessment to the other.
- C. The Parties agree to each maintain separate and adequate policies of liability insurance, in amounts mutually agreeable to the other, and to provide proof of such insurance to the other upon request at any time during the Term.
- D. Each Party shall be responsible for its own liabilities, errors, acts and omissions while in the course of rendering aid to the other. "In the course of rendering aid to the other" shall be construed in the broadest sense possible and shall include, without limitation:
 - (i) activities while on the scene of the incident;
 - (ii) travel to and from the scene of the incident;
 - (iii) travel to and from a hospital or medical facility in furtherance of patient transport from the scene of the incident; and
 - (iv) travel to and from either party's fire station/EMS facility and its members' residences, places of employment or any other such locations.
- E. Notwithstanding the foregoing, each Party shall have the right to directly charge and bill any person, or such person's insurance carrier, for EMS services provided on a mutual aid incident scene or in conveyance to a medical facility therefrom.

- F. The requesting Party shall assume control over the operations of the mutual aid incident scene. However, it shall be each Party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Upon response to the mutual aid incident scene, the responding Party shall be subordinate to, cooperate with, and follow all reasonable orders from the fire chief or other person in charge of the scene.
- G. Either Party may decline a request for mutual aid, if in the best judgment and discretion of the responding Party's fire chief or other ranking officer in charge at the time, the safety of the responding Party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding Party shall immediately notify the requesting party of its decision and shall assist the requesting party in summoning assistance of other service providers, if practical or feasible.
- H. This Agreement shall not be construed as creating a partnership, cooperative or joint venture, separate entity, or administrative body, and each party shall maintain its own autonomous status. This Agreement, while intended to be invoked freely and without reservation in the case of actual need for additional manpower and/or equipment exceeding the normal capabilities of either Party's firefighting or EMS resources, shall not be invoked casually or as a frequent or primary response to the requesting Party's own fire/EMS calls.

V. EFFECTIVE DATE & DURATION

Pursuant to Mississippi Code Annotated §17-13-11, this Interlocal Agreement will not become effective until it has been approved by the Attorney General's Office and has been filed with the Chancery Clerk and the Secretary of State. This agreement will remain in effect until amended or terminated by the parties as provided herein.

VI. AMENDMENTS

This Interlocal Agreement may only be amended in writing as mutually agreed upon by the Parties.

VII. SEVERABILITY

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VIII. AUTHORITY

Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Section 17-13-7 of the Mississippi Code.

SO EXECUTED AND AGREED THIS 1st DAY OF MARCH 2020.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
Bricklee Miller, Board of Supervisors President



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

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

SUBJECT:

Request authorization for Fire Marshal Mark McCurdy and Fire Inspector Jonathan Wade to travel to Oxford, MS to attend the 2022 MFIA Spring Seminar – (The Graduate Hotel) on April 5 – 9, 2022 at an approximate cost of \$2,000 (hotel, registration and meals).

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

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Fire Chief Yarbrough

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

SUGGESTED MOTION:

Move approval for authorization for Fire Marshal Mark McCurdy and Fire Inspector Jonathan Wade to travel to Oxford, MS to attend the 2022 MFIA Spring Seminar – (The Graduate Hotel) on April 5 – 9, 2022 at an approximate cost of \$2,000 (hotel, registration and meals).



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 01, 2022
Page: 1

SUBJECT:

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

AMOUNT & SOURCE OF FUNDING:

Jeremy Randle - Annual Salary of \$27,185.60 (\$13.07 per hour) based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Rahshuan Randle 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 Jeremy Randle as a Maintenance Worker in the Sanitation & Environmental Services Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 1 March 2022
PAGE: 1 of 26

SUBJECT: Discussion and Consideration to accept best, lowest, and or state contracted prices for Cornerstone equipment which includes 1 Scag spray/spreader at State Contracted Pricing, (2) X Mark Mowers at State contracted pricing, 1 dump trailer with cover, 1 John Deere Gator at state contracted pricing,

AMOUNT & SOURCE OF FUNDING:

380-551-918-805

FISCAL NOTE:

COOP

- (1) Scag Turf Storm Sprayer/spreader (state contracted #82000055864) \$13,550.000 per
- (2) Exmark Lazer X-Series 96 in Mowers (state contracted #82000055825) \$28,399.20 per
- (1) Dump Trailer with cover \$7745.00

Total: \$78093.4

John Deere Wade

- John Deere Gator TX (state contracted #82000055711) \$7689.32 per

Total: \$7689.32

Kitchen Restock Order

- (2) Reach in Freezers - \$2599.00 per
- (1) Reach in Refrigerator \$1549.00 per
- (1) Ice Storage \$3922.00 per
- (1) Ice Cube Maker \$3229.00 per
- (1) Electric Countertop Griddle \$2015.13 per
- (1) Beverage Dispenser \$222.28 per
- (1) Beverage Server \$147.99 per
- (1) Compartment Sink - \$909.39 per

- (1) handwashing/eye Sink - \$604.50 per
- (2) Tables - \$551.98 per
- (4) Tables - \$788.94 per
- (1) Snow Cone Machine - \$666.08
- (1) Counter top food warmer - \$2554.20
- (1) Popcorn Machine - \$987.91

Total: \$34,995.35

AUTHORIZATION HISTORY:

These are apart of the Bond Project at Cornerstone.

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION:

Brandon Doherty

662.323.2294

405 Lynn Lane

bdoherty@sportsfacilities.com

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Authorization to award contract.

Quote

Page: 1

Quote expires
March 21, 2022 12:00 am

OKTIBBEHA COUNTY COOP
P.O. BOX 805
201 POLLARD ROAD
STARKVILLE, MS 39760

OKTIBBEHA COUNTY CO-OP
P.O. BOX 805-201 POLLARD ROAD
STARKVILLE, MS 39760
OK, MS 39760



"YOUR FARM STORE PLUS MORE"

Ticket #: 501635
Ticket date: 1/20/22
Time: 9:45 am
8

108

Sold to:

Ship to: CHRIS GRAVES

Attn: CHRIS GRAVES

Customer #: 3000

Sales Rep:

Item #

125432

Ship date:

Location: 1

Ship-via code:

Terms: NET 30 DAYS

Quantity

Selling unit

Description

Price

Ext prc

2

EACH

SCAG TURF STORM STD-ON SPRAYER
SPREADER 60g/220# STS60-21BV 21hp
VANGUARD
R9500582
R9500582

13,550.00

27,100.00

Serial #

R9500582

Fleet Pricing

State Contract #
82000055804

0% for 48 months
\$609.00 per month

0% for 60 months
\$490.00 per month

User: BH

Total line items: 1

Sale subtotal: 27,100.00

Tax: 1,897.00

Total: 28,997.00

Total savings: \$4,898.00



Q U O T A T I O N

PAGE: 1

4 SEASONS EQUIPMENT CO.
5005 CLIFF GOOKIN BLVD.
TUPELO, MS 38801
Phone #: (662)844-0308
Fax #: (662)840-6254

PHONE #: (662)242-1967
CELL #:
ALT. #:
P.O.#:
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: **1/28/2022**
ORDER #: **308095**
CUSTOMER #: **30084**
CP: **MB**
LOCATION: **1**
STATUS: **Active**

BILL TO 30084

CITY OF STARKVILLE

SHIP TO

CITY OF STARKVILLE

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
EXM	ZS5260	Zspray 60 Gallon Tank 5Gpm Pump 220Lbs Hopper	1	\$16,199.00	\$16,199.00
****	DISCOUNT	STATE CONTRACT DISCOUNT	-1	\$3,564.00	(\$3,564.00)
EXM	135-6647	ASM-KIT, 7GAL ISO TANK	1	\$975.99	\$975.99
EXM	135-6663	KIT- FOAM MARKER COMPLETE	1	\$799.99	\$799.99
****	MISC	PRICE IS SUBJECT TO CHANGE	1	\$0.00	\$0.00
****	MISC	jdbaker@sportsfacilities.com	1	\$0.00	\$0.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	\$14,410.98
TAX:	\$0.00
ORDER TOTAL:	\$14,410.98

Authorized By: _____

1

751

Sold to: CSP SFM LLC
405 LYNN LANE
STARKVILLE, MS 39759
662-323-2294
BRANDON DOHERTY

Ship to:

Customer #: 14671
Sales Rep: KAM

Ship date:
Location: 2

Ship-via code:
Terms: DUE on the 15th

Item #	Quantity	Selling unit	Description	Price	Ext prc
PWREQ	1	EACH	EXMARK LAZER X-SERIES 96(KOHLER EFI)GAS	28,399.20	28,399.20

82000055825 $\rightarrow$ Stat Contract #

User: KAM

Total line items: 1

Sale subtotal:	28,399.20
-----------------------	------------------

Tax:	0.00
-------------	------

Total: 28,399.20





Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
604 28th Street N.
Birmingham, AL 35203
800-700-7001
205-945-0491 (fax)
www.jerrypate.com

DATE: February 15, 2022
EXPIRATION DATE: Valid 14 days

Prepared By: Mark Bentley

Account Executive: Mark Bentley
(205) 283-5429 Cell
mbentley@jerrypate.com

Exclusively For: Chris Graves
Starkville Park and Recreation
405 Lynn Lane
Starkville, MS 39759
Phone: 662-671-9622
Fax:
Customer Acct.#:
Email: cgraves@sportsfacilities.com

Proposed Order
Omnia Partners Pricing Contract 2017025

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
1	74090	Toro 38HP Kohler EFI with 96" Turbo Force Deck	\$ 39,443.00	\$39,443.00

Final Pricing will Reflect The OMNIA Contract Discount
OMNIA Customer #5328853

MSRP Pricing	Equipment Subtotal	\$	39,443.00
	Destination	\$	710.00
	Dealer Prep	\$	1,150.00
	Total	\$	41,303.00

Jerry Pate Company offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return _____

Signature

Date

Print Name

Title

Thank you, we appreciate your business!

800-700-7001 • Atlanta • Birmingham • Memphis • Pensacola • www.jerrypate.com



Quote

Page:

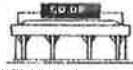
1

Quote expires

April 12, 2022 12:00 am

OKTIBBEHA COUNTY COOP
P.O. BOX 805
201 POLLARD ROAD
STARKVILLE, MS 39760

OKTIBBEHA COUNTY CO-OP
P.O. BOX 805 - 201 POLLARD ROAD
STARKVILLE MS 39760
PH: 662-323-1542



"YOUR FARM STORE PLUS MORE"

Ticket #: 501693
Ticket date: 2/11/22
Time: 1:42 pm
8

108

Sold to: CSP SFM LLC
405 LYNN LANE
STARKVILLE, MS 39759
662-323-2294
BRANDON DOHERTY

Ship to:

Customer #: 14671

Sales Rep:

Ship date:

Location: 1

Ship-via code:

Terms:

DUE on the 15th

Item #	Quantity	Selling unit	Description	Price	Ext pre
PWREQ	1	EACH	6X10 DUMP TRAILER 2' SIDES	7,150.00	7,150.00
PWREQ	1	EACH	TARP SYTEM (BED COVER)	595.00	595.00

User: BH

Total line items: 2

Sale subtotal: 7,745.00

Tax: 0.00

Total: 7,745.00





(/)

GROVE CITY, 614.875.89

OH

(tel:+16148

(HTTPS://G.PAGE

/ROCKSTRAILERS?SHARE)

HOME
(/HOME)ALL
INVENTORY ▾FINANCING
(/FINANCING)

SERVICE ▾

PARTS ▾

ABOUT
US ▾CONTACT
US
(/CONTACT-
US)

Home (/) / 2021 Carry-On 6 X 10 FT LOW PRO DUMP TRAILER 10K

SPARE TIRE MOUNT

GO BACK

SEND US A TEXT

REQUEST MORE INFO

APPLY FOR FINANCING (/FINANCING?ITEMID=2351866&YEAR=2021&MODEL=D6010TA3&STOCK=401910&ITEMSTOCK=401910&TRAILERSTOCK=401910&PRODUCTINQUIRY=401910&TRAILERNAME=2021+CARRY-ON+6+X+10+FT+LOW+PRO+DUMP+TRAILER+10K&MAKE=CARRY-ON&BRAND=CARRY-ON&CONDITION=NEW&URL=HTTPS%3A%2F%2FWWW.ROCKSTRAILERSALES.COM%2F2021-CARRY-ON-6-X-10-FT-LOW-PRO-DUMP-TRAILER-10K-UPRJ.HTML&IMAGELOCATION=HTTPS%3A%2F%2FDEALER-CDN.COM%2FYJMQAR%2F7KCD7A%2F2021_CARRY-ON_D6010TA3_6_X_10_FT_LOW_PRO_DUMP_10K_FKP0UO.JPG&AMOUNT=7499.00&PRICEOF=7499.00&ITEMPRICE=7499.00)

PRINT UNIT INFO (HTTPS://DASHBOARD.TRAILERCENTRAL.COM/PRINT-UNIT-INFO.HTML?ID=2351866)



(https://dealer-cdn.com/yJmqAR/7kcD7A/2021_Carry-

On_D6010TA3_6_X_10_FT_LOW_PRO_DUMP_10K_FKP0uO.jpg)



3908 Jackson Pi...
View larger map



(<https://www.google.com/maps?q=3908%20JACKSON%20PIKE%2C%20GROVE%20CITY%2C%20OH%2043123>)

Interest rates vary by person and trailer. All payments are estimates. Tax, title and any other fees are extra.

OTHER RECOMMENDATIONS



Photo Coming Soon



2022 Homesteader Trailers 7 X 12 FT
DUMP TRAILER WITH RAMPS AND TARP
KIT

VIEW DETAILS (/2022-HOMESTEADER-TRAILERS-7-X-12-FT-DUMP-TRAILER-WITH-RAMPS-AND-TARP-KIT-1GBL.HTML)



2022 Homesteader Trailers 7 X 12 FT
DUMP TRAILER WITH RAMPS AND TARP
KIT

VIEW DETAILS (/2022-HOMESTEADER-TRAILERS-7-X-12-FT-DUMP-TRAILER-WITH-RAMPS-AND-TARP-KIT-2GBL.HTML)

2022 B-Wise ULTIMATE DUMPS 7 X 14 FT
15K

VIEW DETAILS (/2022-B-WISE-ULTIMATE-DUMPS-7-X-14-FT-15K-22HL.HTML)

SEND US A TEXT

REQUEST MORE INFO

APPLY FOR FINANCING (/FINANCING?ITEMID=2351866&YEAR=2021&MODEL=D6010TA3&STOCK=401910&ITEMSTOCK=401910&TRAILERSTOCK=401910&PRODUCTINQUIRY=401910&TRAILERNAME=2021+CARRY-ON+6+X+10+FT+LOW+PRO+DUMP+TRAILER+10K&MAKE=CARRY-ON&BRAND=CARRY-ON&CONDITION=NEW&URL=HTTPS%3A%2F%2FWWW.ROCKSTRAILERSALES.COM%2F2021-CARRY-ON-6-X-10-FT-LOW-PRO-DUMP-TRAILER-10K-UPRJ.HTML&IMAGELOCATION=HTTPS%3A%2F%2FDEALER-CDN.COM%2FYJMQAR%2F7KCD7A%2F2021_CARRY-ON_D6010TA3_6_X_10_FT_LOW_PRO_DUMP_10K_FKP0UO.JPG&AMOUNT=7499.00&PRICEOF=7499.00&ITEMPRICE=7499.00)

PRINT UNIT INFO ([HTTPS://DASHBOARD.TRAILERCENTRAL.COM/PRINT-UNIT-INFO.HTML?ID=2351866](https://dashboard.trailercentral.com/print-unit-info.html?id=2351866))



JOHN DEERE

Selling Equipment

Quote Id: 26105189

Customer Name: STARKVILLE PARKS AND RECREATION DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Wade, Inc.
1985 Highway 304 West
Hernando, MS 38632
662-429-4483
llong@wadeinc.com

JOHN DEERE GATOR™ TX (Model Year 2022)- This unit should arrive at our

Hours:

Stock Number:

Contract: MS Grounds Maintenance Equip 8200055711 (PG
4D CG 22)

Selling Price *
\$ 7,689.32

Price Effective Date: November 18, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A2M	GATOR™ TX (Model Year 2022)	1	\$ 8,749.00	17.00	\$ 1,487.33	\$ 7,261.67	\$ 7,261.67
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0509	PR - All Terrain Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 455.00	17.00	\$ 77.35	\$ 377.65	\$ 377.65
3100	Cargo Box Manual Lift	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 455.00		\$ 77.35	\$ 377.65	\$ 377.65
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Fees							
	ATV Trauma Fee	1	50.00			50.00	50.00
Equipment Fees Total			\$ 50.00			\$ 50.00	\$ 50.00
Total Selling Price			\$ 9,254.00		\$ 1,564.68	\$ 7,689.32	\$ 7,689.32



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Wade, Inc.
1985 Highway 304 West
Hernando, MS 38632
662-429-4483
llong@wadeinc.com

Quote Summary

Prepared For:

STARKVILLE PARKS AND RECREATION DEPT
405 LYNN LN
STARKVILLE, MS 39759
Business: 662-323-2294

Delivering Dealer:

Wade, Inc.
Charles Shearon
1985 Highway 304 West
Hernando, MS 38632
Phone: 662-429-4483
Mobile: 662-386-5675
cshearon@wadeinc.com

Quote ID: 26105189
Created On: 18 February 2022
Last Modified On: 18 February 2022
Expiration Date: 28 February 2022

Equipment Summary

JOHN DEERE GATOR™ TX (Model Year 2022)- This unit should arrive at our Grenada store any day now. It has shipped from the factory - 1M04X2XDCNM170969

Contract: MS Grounds Maintenance Equip 8200055711 (PG 4D CG 22)

Price Effective Date: November 18, 2020

Selling Price	Qty	Extended
\$ 7,689.32 X	1 =	\$ 7,689.32

Equipment Total

\$ 7,689.32

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 7,689.32
Trade In	
SubTotal	\$ 7,689.32
Est. Service Agreement Tax	\$ 0.00
Total	\$ 7,689.32
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 7,689.32

Salesperson : X _____

Accepted By : X _____

Confidential

TX Turf

Gator™ Utility Vehicle



(0) Write a review

- Overhead valve design for greater efficiency
- Four-wheel hydraulic disk brakes
- Wide wheel stance and a low center of gravity
- The Cayman Turf tire is four-ply rated

STARTING AT:

\$9,949.00USD

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Features

Expand All

- + Powered by 10.1-kW (13.5-hp)*, 401-cc (24.5-cu in.), single-cylinder, four-cycle gas engine
- + Precision-engineered drive system
- + Flotation tires minimize ground compaction to save turf and prevent ruts in soft ground
- + Features operating conveniences such as professional high-back seats, cup holders, 12-V outlet, and fuel gauge

Specs & Compare



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Shopping Cart : 15 Items



\$2,599.00 FREE SHIPPING QUICKSHIP

Standard Equipment MRFZ-2D - 2-Section Standard Freezer Reach-in

2 ± X



\$1,549.00 FREE SHIPPING QUICKSHIP

Standard Equipment MRRF-1D - 1-Section Standard Refrigerator Reach-in

1 ± X



\$3,922.00 FREE SHIPPING

Ice-O-Matic B1300-48 - Ice Bin, 1320 Lb Storage Capacity, 48"W X 31"D X 65"H

2 ± X



\$3,229.00 FREE SHIPPING

Ice-O-Matic CIM0320HW - Elevation Series™ Modular Cube Ice Maker, Water-cooled

Voltage: 115v/60/1-ph. 10.7 amps. standard

1 ± X



\$2,015.13

Eagle Group CLEGD-36-240-X - RedHots® Chef's Line® Griddle, Countertop, Electric

1 ± X



\$222.28

Winco SBD-1.5 - Beverage Dispenser, 1-1/2 Gallon, 13.3" L X 9.1" W

1 ± X

[Checkout](#)

royal



\$147.99

Powered by **PayPal**

Carlisle XT500001 - Cateraide™ XT Beverage Server, 5 Gallon, Insulated

Total
\$34,995.35





Star 514LL - Star-Max® Fryer, Electric, Countertop

= 1 ± ×

Order Summary✓ **Estimate Shipping and Tax**

Enter your destination to get a shipping estimate.

Zip/Postal Code

39759

Ships To

Commercial

GET SHIPPING RATE



Subtotal

\$31,512.20

Tax

\$2,289.42

> **Have a Promo Code?**

Enter discount code

Enter discount code

APPLY

You May Also Like**\$99.91**Eagle Group 303987-X -
Gooseneck Faucet, Standard,**\$153.17**Eagle Group 2448GADJUS -
Work Table Undershelf, 48"W X**\$442.62**Eagle Group M1848Z-4 - Angled
Shelf/Visual Merchandising**\$80.81**Eagle Group 304141 - Spillage
Pan, Deep-drawn Aluminum,**\$289.08**Eagle Group SWS1536
VMAR - Snap-n-Slide®

Checkout

Total

\$34,995.35

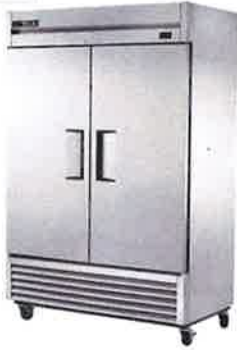



[Restaurant Supply](#) / [Refrigeration Equipment](#) / [Freezers](#) / [Reach-In Freezers](#) / [Solid Door Reach-In Freezers](#) / True TS-49F-HC

True TS-49F-HC 54" Stainless Steel Reach-In Two-Section Freezer, 4" Castors Stainless Steel Interior

TRUE Model: TS-49F-HC | SKU 204985

Free Shipping



Spec
Sheet

Warranty

SALE PRICE

\$7,811.51 / each

In Stock

Pickup Not Available



Similar Models Available:



[New TS-49F-HC for \\$5,933.74](#)



[New TS-43F-HC for \\$5,625.74](#)



[New T-49F-HC for \\$7,323.41](#)



[New T-49F-HC for \\$7,323.41](#)



[New TS-35F-HC for \\$7,280.41](#)

Quantity:

1



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True TS-49F-HC Specifications

Low Price Guarantee On All True Products!

Manufacturer Information



Features:

Reach-In Freezer

Two-section

Pass-Thru

(2) Stainless Steel Doors

Stainless Steel Front/Sides

Stainless Steel Interior

(9) Gray PVC Coated Wire Shelves

Interior Lighting

4" Castors

R290 Hydrocarbon Refrigerant

3/4 HP

115v/60/1

14.0 amps

NEMA 5-20P

cULus

Brand

[True](#)

Model

TS-49F-HC

Model

TS-49F

Power Information

Power

115 volts

Phases

1

Item Dimensions

Weight

440.00 lbs.

Width

54.13 in.

Depth

29.75 in.

Height

78.38 in.

« Reach In Refrigerators - Two Doors (/Reach+In+Refrigerators+-+Two+Doors-pl327.html)

Kratos Refrigeration 69K-773 2 Solid Door Reach-In Refrigerator, 54"W

Central Model#: 69K-773 Brand: Kratos Refrigeration (/search?keyword=Kratos Refrigeration&brand=Kratos Refrigeration) Mfg Part#: 69K-773

4.8

19 Reviews [Write a Review \(/writeareview.html?](/writeareview.html?pr_page_id=540298&pr_merchant_id=5716&pr_merchant_group_id=11344)

[pr_page_id=540298&pr_merchant_id=5716&pr_merchant_group_id=11344\)](/writeareview.html?pr_page_id=540298&pr_merchant_id=5716&pr_merchant_group_id=11344)

Q&A (Questions & Answers) 9 Answered Questions

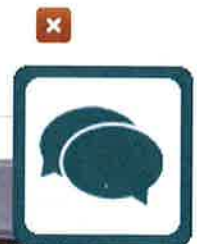
[Ask a Question \(/writeareview.html?](/writeareview.html?pr_page_id=540298&pr_merchant_id=5716&pr_merchant_group_id=11344&appName=askQuestion)

[pr_page_id=540298&pr_merchant_id=5716&pr_merchant_group_id=11344&appName=askQuestion\)](/writeareview.html?pr_page_id=540298&pr_merchant_id=5716&pr_merchant_group_id=11344&appName=askQuestion)

\$2819.00



(<https://assets.centralrestaurant.com/images/products/large/69k-773.jpg>)



Industrial Ice Machine

Ice Machines Commercial

Undercounter Ice Maker

Manitowoc Ice Machines

Small Commercial Ice Maker Machines

Shop commercial ice maker Ads



\$1,799.00

Avallon AIMG151GIRH 15 In... Build



\$1,929.00

Scotsman DCE33A-1SSD - Gourmet Cube Ice Machin... JES Restaurant Equipment



\$3,427.00

Ice Cube Maker, Approx 336 Lb Prod... Global Industrial



\$3,296.00

Nexel® Modular Ice Machine With Stora... Global Industrial



\$1,778.25

Padela PDIM-UD-140HD - Cube Ice Ma... JES Restaurant Equipm...



\$2,786.73

Indigo NXT 30 325Lb Air Cooled Half Dice Cube Ice... ACityDiscount

make ice



Industrial Ice Machine

Ice Machines Commercial

Undercounter Ice Maker

Manitowoc Ice Machines

Product Categories

Restaurant (restaurant-equipment.html)

Countertop (countertop-restaurant-equipment.html)

Home (/) / Shop by Manufacturer (/shop-by-manufacturer.html) / Padela (/padela)

Padela PDIM-UD-140HD - Cube Ice Maker with Bin, air-cooled, 23.7"W, production to 142-lb, 88 lb storage

Manufacturing Id: PDIM-UD-140HD



(assets/images/products/pade/PDIM-UD-140.jpg)

Image may include accessories and may not necessarily depict product color.

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ELEVATION SERIES CUBE ICE MAKER

Ice-O-Matic
Ice. Pure and Simple.

Models:

- ◻ CIM0330
- ◻ CIM0335



CIM0330 ON B55

Features and Benefits

- 30" (762 mm) wide space-saving design.
- Produces up to 310 lbs (141 kg) of ice per day.
- **Energy and Environment**
 - Exceeds new 2018 DOE (Department of Energy) regulations.
 - Up to 20% more energy efficient than other models.
 - Environmentally friendly, including BPA-free plastic and recyclable parts.
- **Sanitation**
 - Plastic Food Zone eliminates hard-to-clean nooks and crannies, allowing for effortless wipe down and easy, long-lasting sanitation.
 - Built in Agion® ensures unbeatable antimicrobial protection.
 - Smart LED light indicates machine status and when cleaning is required.
 - Simple, one-touch controls for sanitization and descaling.
 - BPA-free snap-in, snap-out dishwasher-safe components.
- **Unique Dual Exhaust** - Air-cooled machines are designed to discharge hot air from both the side and top of the unit, increasing installation flexibility and reducing the potential of obstructed exhaust.
- **Universal Smart Harness™** control board simplifies installation and servicing with better access, digital diagnostics, universal components and common configuration.

Ice Form

FULL CUBE DIMENSIONS	
W x D x H (in.)	30 x 22 x 7 1/8
W x D x H (mm)	762 x 559 x 184
HALF CUBE DIMENSIONS	
W x D x H (in.)	30 x 22 x 7 1/8
W x D x H (mm)	762 x 559 x 184



CUBE

Bin Chart Kits for Combining Wider Bins with Smaller Models

Adapter Kits with Smaller Models											
ICE STORAGE BINS											
Kits	Model No.	B25	B40	B42	B55	B700	B110	B1000	B1300	B1325	B1660
	Capacity	242 lbs (110 kg)	344 lbs (156 kg)	351 lbs (160 kg)	510 lbs (232 kg)	680 lbs (308 kg)	954 lbs (434 kg)	1000 lbs (454 kg)	1300 lbs (599 kg)	1325 lbs (601 kg)	1660 lbs (753 kg)
	Width	30 in (762 mm)	30 in (762 mm)	22 in (559 mm)	30 in (762 mm)	30 in (762 mm)	48 in (1219 mm)	48 in (1219 mm)	48 in (1219 mm)	48 in (1219 mm)	60 in (1524 mm)
	CIM0330	Kit Not Required		N/A	Kit Not Required	BPF-I					
	CIM0335										
*See Ice-O-Matic Price List for Adapter Kits to combine ice makers with most available ice bins.											
Hold Down Securement Recommended											

*See Ice-O-Matic Price List for Adapter Kits to combine ice makers with most available ice/beverage dispensers.

CUBE ICE MAKER

Options & Accessories

WATER FILTERS		
Ice Machine Model	Manifold	
	System	Replacement
CIM0330	IFQ1	IOMQ (1)
CIM0335		

Note: All modular cube CIM units can be installed with the O₃-Matic™ Ozone Delivery System.

Ice Maker Warranty

COMMERCIAL WARRANTY	
Ice Maker	3 YEARS parts and labor
Evaporator and Compressor	5 YEARS parts
Evaporator (when enrolled in our filter program)	7 YEARS parts and labor

🔍

Globe GEG24



Globe GEG24, 24" **Electric Countertop Griddle, Thermostatic Controls, 208/240v**

\$1,472.00 /ea -OR- **\$35.33** /mo
Business financing:
[Click to apply](#)

1 ▼

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[Globe GEG24 Overview](#)



Waring WCU55 55 Cup Coffee Urn Brewer w/ Dual Heater 120v

Waring Model: WCU55 | SKU 205629

Free Ship


 Spec
Sheet

Warranty

SALE PRICE

\$155.00 / each

In Stock

Pickup Not Available



Similar Models Available:


[New WCU30 for \\$135.00](#)

[New WCU110 for \\$175.00](#)

[New WCU30 for \\$135.00](#)

[New WSB55 for \\$535.00](#)

[New WCM50 for \\$279.00](#)

Quantity: 1

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Free Shipping

on Waring products

Only for customers within the 48 contiguous states..

Due to significant challenges in the global supply chain, there may be delays in shipments. Please call 404-752-6715 to verify shipping times.

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[Similar Models](#)

Waring WCU55 Specifications

Low Price Guarantee On All Waring Products!

Features:

- Coffee Urn
- (55) 5 oz. cup capacity
- Dual heater system
- Boil dry protection
- Power on & ready indicator light
- Brew level sightglass
- Cool-touch dripless pour spout
- Stay cool handles
- Single wall tank
- Brushed stainless steel housing
- 120v/60/1-ph
- 1440 watts
- ETL
- NSF

Warranty:

Manufacturer Information



Brand	Waring
Model	WCU55
Model	WCU550

Power Information

Power	120 volts
-------	-----------

Item Dimensions

Weight	9.70 lbs.
Width	14.25 in.
Depth	13.00 in.
Height	19.50 in.



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Compartment
Stainless Steel
Kitchen**

**Commercial Sink
Heavy Duty**

\$399.99 ★★★★★ (4)

~~\$559.99~~ ⓘ

\$38/mo with affirm [Learn how](#)

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Free shipping, **arrives**
by Tue, Feb 22 to
Starkville, 39759

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[Costway](#) | **Goplus Corp**
Pro Seller
★★★★☆ 14342 seller
reviews

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Ads ⓘ

			
Hand Sink 14"W... \$189.95 Global Industrial	Elkay® SEHS-17X Wall Hand Sink W/ Gooseneck... \$165.95 Global Industrial	Advance Tabco® Multi Station Wall Mounted Hand... \$1,847.00 Global Industrial	Sani-Lav® 531F Wall Mount Scrub Sink With Faucet \$1,323.00 Global Industrial
		Polyportables Super Twin Freestanding... \$969.00 Global Industrial	

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24
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\$400

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Portable Handwashing

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BK Resources VTTROB-1836 - Work Table, 36"W X 18"D, 18/430 Stainless Steel Top

Customer Also Viewed



\$229.53

[BK Resources VTTROB-3630 -
Work Table, 36\"W X 30\"D.](#)



\$260.52

[BK Resources VTTR5-3630 -
Work Table, 36\"W X 30\"D.](#)



\$285.48

[BK Resources VTTR5OB-3624 -
Work Table, 36\"W X 24\"D.](#)



\$220.35

[BK Resources VTTROB-3624 -
Work Table, 36\"W X 24\"D.](#)



\$183.44

[BK Resources VT
Table, 36\"W X 18'](#)



Condition: New

[Be the first to review this product](#) Sku - VTTROB-1836

BK Resources VTTROB-1836 - Work Table, 36"W X 18"D, 18/430 Stainless Steel Top

\$195.39

Ship To: 39737 - Bellefontaine 

Typically Ships in 3-4 Days

 1 

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Height : 36.25" Width : 36" Depth : 18"

BK Resources, VTTROB-1836, Work Table, 36"W x 18"D, 18/430 stainless steel top, with turndown on front & sides, reinforced with channels, 1-1/2" rear riser, open base with galvanized side & rear bracing, 1-5/8" dia. galvanized legs, adjustable high impact corrosion resistant feet, ships KD, NSF

Product Specifications

Manufacturer

BK Resources

Model

VTTROB-1836

Warranty

30 DAY RETURN POLICY: This item is covered by our 30-day p' guarantee and standard return policy [learn more FAQ.](#)

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\$1,834.80



\$1,167.10



\$2,226.40

Winco Benchmark 71000 Snow Bank Snow Cone Machine Shaved Ice 500 lb. Per Hour

Standard
Shipping

Item: #501862 MFG: #71000 GTIN: #013964317848



\$1,134.42

/ Each

1 **ADD TO
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with your ZIP
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countertop warmer 4 shelf



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Starkville, MS

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Price

- ☐ Up to \$800
☐ \$800 - \$2,000
☐ \$2,000 - \$4,500
☐ Over \$4,500

\$ Min - \$ Max

Brand

- ☐ Hatco
☐ Alto-Shaam
☐ Avantco
☐ Vollrath
☐ Turbo Air
☐ Everest

Shipping

- ☐ 1-3 day delivery
☐ Free shipping

Product rating

- ☐ 4 and up
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Condition

- ☐ New items
☐ Used items

Seller

- ☐ Chef's Deal
☐ ChefBuyer
☐ eBay
☐ Hotel Restaurant Supply
☐ KaTom Restaurant Supply
☐ RestaurantSupply.com
☐ WebstaurantStore.com

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Hatco GRHD-4P
Hot Food Display -
Countertop - 4 Full
Shelves
\$3,028.85
KaTom Restaurant Supply
Free shipping



Doyon DRP4S 22
3/8" Countertop Hot
Food Merchandiser
\$2,608.10
WebstaurantStore.com
Free shipping



Hatco GRHD-4PD
Food Warmer
Display - Two 4-pinch
Shelves
\$3,990.80
KaTom Restaurant Supply
Free shipping



Doyon DRP4S
Stainless Steel
22-3/8" Four Shelf
Countertop Hot Food
Merchandiser
\$2,460.70
RestaurantSupply.com
Free shipping



SALE
Avantco HDC-48
48" Self/Full Service
3 Shelf Countertop
Hot Food Merchandiser
\$749.99 \$849.00
WebstaurantStore.com
(33)
Free shipping



Doyon DRP4 22
3/8" Countertop Hot
Food Merchandiser
\$2,707.65
WebstaurantStore.com
Free shipping



LOW PRICE
Avantco HDC-13 13"
Self/Full Service 3
Shelf Countertop
Heated Display Case with
2 Shelves

\$324.99 \$399.99
WebstaurantStore.com
Free delivery



Skyfood FWDC2-22-4P, 22 1/2"
Countertop Heated Display
Warmer w/ 2 Shelves

\$600.80
GoFoodservice.com
\$175.00 delivery



16x16x24 Hot Box Warming
Cabinet

\$339.99
SaferWholesaleSite
\$295.00 delivery



Doyon DRP4S 22 3/8"
Countertop Hot Food
Merchandiser / Warmer with 4
Shelves

\$2,608.10
WebstaurantStore.com
Free delivery



Doyon DRP4S 22 3/8" Countertop Hot Food Merchandiser / W...

Attractively display pizzas, chicken, hot dogs and more with this Doyon DRP4S countertop hot food merchandiser / warmer with 4 shelves! It's perfect for your convenience store ...

[View product details](#)

\$2,608.10
+\$208.65 est. tax

WebstaurantStore.com
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4.5/5 (30.8K)



Free Shipping

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\$589.00 /Each

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What We Offer



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Coverage starting at \$27.30



[Add Protection](#)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 1 March 2022
PAGE: 1 of 14

SUBJECT: Discussion and Consideration to accept best and lowest quotes for the Sportsplex Bathroom Renovation Project that includes Mirrors, Hand Dryers, Picnic Tables, Trash Cans, 3 Compartment Sinks, Hand/Eye washing station, Food Grade Tables and a popcorn Machine in an amount not to exceed \$25,000.00

AMOUNT & SOURCE OF FUNDING:

375-551-907-943

FISCAL NOTE:

Amazon Order

- (15) Mirrors - \$47.95 per
- (6) Dryers - \$127.30 per

Total: \$1483.05

Uline Order

- (3) Picnic Tables 8 Foot ADA - \$830.00 per
- (3) Picnic Tables 6 Foot - \$800.00 per

Total: \$5162.86

Trashcanwarehouse.com

- (8) 55-gallon Trash Can - \$800 per

Total: \$6900.00

KitchenRestock Order

- (3) Compartment Sink - \$909.39 per
- (3) handwashing/eye Sink - \$604.50 per
- (3) Tables - \$551.98 per

- (3) Tables - \$788.94 per
- (1) Popcorn Machine - \$987.91

Total: \$11059.82

AUTHORIZATION HISTORY:

15 February 2022, Board approved Bathroom Project in the Amount of \$115,000.00.

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION:

Brandon Doherty

662.323.2294

405 Lynn Lane

bdoherty@sportsfacilities.com

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Authorization to award contract.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 1 March 2022
PAGE: 1 of 2

SUBJECT: Discussion and Consideration to accept the amended Cornerstone Pre-Opening budget.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

Cornerstone Pre-opening budget was created on 4 May 2021. Due to Covid and construction delays the Pre-Opening budget was amended to reflect a more accurate timeline.

Reduction of \$250,918.33 in expenses from 20 July 2021 E-Packet.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty
662.323.2294
405 Lynn Lane
bdoherty@sportsfacilities.com

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Authorization to award contract.

FY2021-FY2022	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Pre-Launch Professional Services	\$ 15,000.00	\$ -	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ -	\$ 8,750.00	\$ -	\$ 8,750.00	\$ -	\$ 82,500.00
Permits and Extensions	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00
Presentation Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 7,500.00
Operating & Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 1,500.00	\$ 10,000.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ 34,000.00
Pre-Opening Management Fee	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 272,000.00
Management Company Travel	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 9,500.00
Payroll Expense Payroll Tax	\$ -	\$ 5,000.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 5,920.00	\$ 64,200.00
Tournament & Event Bus. Dev.	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 35,000.00
Pre-Opening Marketing	\$ 5,000.00	\$ -	\$ 10,000.00	\$ -	\$ 5,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 8,333.00	\$ -	\$ -	\$ 48,333.00
Grand Opening	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
Pre-Salaries and Wages	\$ -	\$ 35,553.90	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 35,553.91	\$ 390,895.00
Supplies and Services	\$ -	\$ -	\$ -	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 416.67	\$ 3,750.03
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 6,666.64
Repairs and Maintenance (FFE)	\$ -	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 38,500.00
Utilities	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 24,000.00
Insurance Expenses	\$ 1,388.84	\$ 1,388.83	\$ 1,388.84	\$ 1,388.83	\$ 1,388.84	\$ 1,388.83	\$ 1,388.84	\$ 1,388.83	\$ 1,388.83	\$ 1,388.83	\$ 1,388.83	\$ 1,388.83	\$ 16,666.00
Staff Recruitment & Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Business Licenses and Permits	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 10,000.00
Bank Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency @15%													
Total													\$ 1,066,010.67

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

**AGENDA ITEMS NO:
AGENDA DATE: 3/1/2022
PAGE:**

SUBJECT: Request authorization for approval for change order to Phase II of the Cornerstone Contract in the amount of \$103,120.00. During the bid process for Cornerstone, the work was phased due to the complexity of the project between horizontal and vertical work and around COVID related delays. During the process, the project was divided into three distinct phases of work. Phase I is complete and included clearing and grubbing of the Cornerstone Property. Phase II consists of vertical work with five (5) buildings, including three (3) restroom facilities, the main pavilion, and the maintenance building. Phase III includes backstops, fencing, concrete plaza work, parking lots, roadways, walking track, and finish work. The project also included two separate contracts for field installation and lighting installation.

Work was processed between Electrical Engineers, Engineers, Architects and Landscape Architects for coordination of the work, and it was determined that a contingency be created for the overall project to shore up any gaps that may have been created between the professional services due to the phasing.

As the Phase II work starts down the stretch toward completion and other contractors began the process to pull electrical into the restroom mechanical rooms, it was determined that the high voltage electrical panels and various pipe and wire to those boxes, nor the labor were in the scope of work for either Phase II or Phase III. Essentially, this work was not bid.

The Phase II and Phase III work is under the same contractor, which is T&M Steel, and their Phase II electrical sub, Doss-Electric has researched the gap and provided the attached change order. This cost includes procurement of the boxes, other connection materials, and the required labor.

The only project delay would be the receipt of the high voltage panels. All other contractors will continue with the process of pulling wire beginning the week of February 21, 2022, as planned. Once the high voltage panels are placed, the pulled wire will be connected and power for the lighting will be connected, and a testing date would be set.

As outlined, this change order does not represent new work, but work that was inadvertently omitted in the scope of Phase II or Phase III. In addition, design work for the required electrical work is not part of this change order. The required electrical design is being prepared by the design team and the contractor

AMOUNT & SOURCE OF FUNDING:

\$103,210.00 Contingency funds for Cornerstone Bond Construction. 2020. The contingency set amount is \$500,000.00 and was established due to the complexity of the construction and potential for issues with the site. This will leave a contingency balance of \$396,790.00.

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING DEPARTMENT: N/A

DIRECTOR'S AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT:
Brandon Doherty

SUGGESTED MOTION:

Move approved change order for T&M Steel for change order for Phase II Cornerstone Construction Project in the amount of \$103,120.00 with funds to be taken from project contingency.

T & M Steel Erectors, Inc

General Contracting

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

*officetmsteel@gmail.com *

February 14, 2022

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

RE: Cornerstone Electrical Change Order Proposal
Cornerstone

Please see the attached Scope of Work as described by Kevin Gordon of Doss Electric.
We believe this will enable us to move forward with a complete Electrical System.

Based on this scope the price for this change is: **\$ 103,120.00**

Please add thirty (30) days to the contract time.

Respectfully Submitted,

Tom Sneed

Tom Sneed
Construction Manager



EDC DOSS ELECTRIC, LLC

14 February, 2022

T&M Steel – Mr Tom Sneed
Cornerstone Phase 2/3 Co-ordination

Mr Sneed,

We will provide labor, materials and equipment to complete the following items:

- 1- Provide Panel HV (qty. 3) and Panel HV-Power (qty. 1) including breakers and install these as directed in the Phase 3 documents. These panels will be provided as described in the phase 3 electrical sheets, approval of design will be by submittal process. The panel enclosures (cans) will be ordered immediately to allow the site to proceed. We intend to gather these cans manually from multiple sites if an extended lead time becomes an issue.
- 2- The HV panels will include ARC flash labels and a co-ordination study. The fault current data has been provided by 4CEPA and the ratings of all panelboards will be co-ordinated with this information. The available fault current reported is 15KAIC.
- 3- Furnish and install metering provisions, service entrance conduits and wire to connect the HV systems to sources (4CEPA Transformer).
- 4- Provide and install system grounding as directed by the phase 3 documents.
- 5- Install MUSCO Lighting and camera panels as directed. These enclosures are currently on site and ready to be placed. This will include all line side wire and conduits to energize the systems as directed by the phase 3 documents with co-ordination from SEC. There is no field wire or cable included in this installation, all raceways required to connect the load side of this equipment will be in place and identified.
- 6- Panel HV-Power will be installed in Quad C in place of the ECB Main shown on the phase 2 drawing. This will provide access to power for field irrigation and pumps that were not included in the phase 2 documents. A conduit will be placed for entrance to Quad C, no wire or conduit is included beyond the perimeter of Quad C.
- 7- Control of the sidewalk and parking lot lighting is available in the MUSCO control system. We will expose the conduits that exit the building for access by others, there may be some conduits serving the parking lot and sidewalks tied into the wrong conduit. Conduits were placed to serve these loads from the MUSCO system and the counts appear correct. If this does not become the case, we will provide a lighting contactor and branch circuits as needed to serve these loads or re-route the circuits to the appropriate panel within the electric room of each Quad.
- 8- During the slab rough-in, the T-ball field lighting was expected to be served from another source. There are no conduits in the MUSCO panel at this time to serve the T-ball field lighting, we will provide cutting and placement of conduits to the exterior of the Quad for these loads.



EDC DOSS ELECTRIC, LLC

- 9- We will co-ordinate with 4CEPA to complete the service entrance system and establish service. There are no fees from 4CEPA included in this proposal.

Upon acceptance of this proposal we will begin installation of any on-site materials provided by others, locate the in-grade existing conduits and continue installation as equipment arrives.

At this time we have a cost proposal from Square D and Eaton. The Square D proposal provides a 14 day lead time on the panels and cans but when you access the production website there is currently a back order of 309 cans. The Eaton proposal provides a 15 week lead time on the panels including cans but they expect to ship the cans earlier. We have elected to use Square D as the source of supply for this project.

We have located cans from other sources that can be picked up separately if required which will allow the project to proceed.

I have made an effort to cover all remaining items missed in the transition of these projects, if you are aware or become aware of anything else that may come up please let me know as soon as possible to avoid additional delay.

Thanks for the opportunity,

Kevin Gordon

Sam Henry

From: Glen Reed <glen.reed@neel-schaffer.com>
Sent: Thursday, February 17, 2022 9:19 AM
To: Sam Henry
Subject: RE: Cornerstone

Sam,

I have discussed with David and although the numbers could be lower, I agree it is appropriate.

V. Glen Reed, PE

Neel-Schaffer, Inc.
2101 Courtside Cove
Brandon, MS 39042
Phone: 601-948-3071

www.neel-schaffer.com

From: Sam Henry <sam@dt-designstudio.com>
Sent: Thursday, February 17, 2022 8:50 AM
To: Glen Reed <glen.reed@neel-schaffer.com>
Subject: Cornerstone

Glen – Have you had a chance to review the electrical change order information for Cornerstone? If it looks ok to you, we want to send that to the City asap.

SAM HENRY PLA, LEED AP, TRPA
senior associate . landscape architect



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

AGENDA ITEM NO:
AGENDA DATE: March 1, 2022
PAGE: 1

SUBJECT: Request authorization to transfer 3 Water Division vehicles to the street department: 2005GMC Sierra (#106) vin ending in 1632, 2003 Sterling jet truck (#133), vin ending in 0908, and 2021 Dodge Ram 4500 (#195) vin ending in 6357.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to to transfer 3 Water Division vehicles to the street department: 2005GMC Sierra (#106) vin ending in 1632, 2003 Sterling jet truck (#133), vin ending in 0908, and 2021 Dodge Ram 4500 (#195) vin ending in 6357.



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

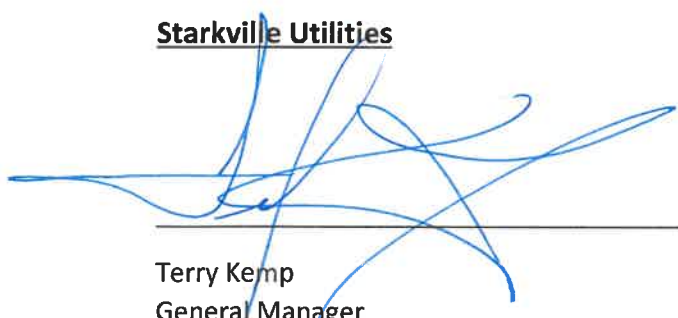
VEHICLE TRANSFER AGREEMENT

Starkville Utilities agrees to transfer the below 3 vehicles to the City of Starkville Street & Engineering Department, effective 2/16/2022. These 3 vehicles are currently used 100% by Street Department employees and thus should be transferred to the Street Department. All expenses related to these 3 vehicles – including insurance, fuel, GPS, maintenance, and any other costs – should be incurred and paid by the Street Department from the effective date going forward.

Vehicles to Transfer:

Veh #	Description	Driver	VIN	Acqu. Date	Original Cost
106	2005 GMC SIERRA	CITY ENGINEER INSPECTOR	1GTEC14V55Z201632	1/01/2004	\$12,350
133	2003 STERLING JET TRUCK	STREET DEPT CREWS	2FZHATAK83AL90908	1/01/2003	\$214,000
195	2021 DODGE RAM 4500 DUMP TRUCK	STREET DEPT CREWS	3C7WRKAJXMG586357	4/22/2021	\$28,890

Starkville Utilities



Terry Kemp
General Manager
Starkville Utilities

City of Starkville Street Department

APPROVED

By Edward KEMP at 1:41 pm, Feb 17, 2022

Edward Kemp
City Engineer
City of Starkville Street Department



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

AGENDA ITEM NO:
AGENDA DATE: March 1, 2022
PAGE: 1

SUBJECT: Request authorization to declare the Water Division 2005 GMC Sierra (#169), vin number ending in 5757 as surplus and to auction on govdeals and authorization to purchase an equivalent vehicle replacement from state contract.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to declare the Water Division 2005 GMC Sierra (#169), vin number ending in 5757 as surplus and to auction on govdeals and authorization to purchase an equivalent vehicle replacement from state contract.



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

AGENDA ITEM NO:
AGENDA DATE: March 1, 2022
PAGE: 1

SUBJECT: Request authorization to declare the Water Division 2010 Ford Escape (#102), vin number ending in 6757 as surplus and to auction on govdeals and authorization to purchase an equivalent vehicle replacement from state contract.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval declare Water Division 2010 Ford Escape (#102), vin number ending in 6757 as surplus and to auction on govdeals and authorization to purchase an equivalent vehicle replacement from state contract.



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

AGENDA ITEM NO:
AGENDA DATE: March 1, 2022
PAGE: 1

SUBJECT: Request approval to accept the lowest and best quote from WISSCO for the purchase of a refrigerate effluent sampler in the amount of \$7,995.00.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

2 Quotes Received:	
WISSCO	\$7,995.00
Spectrum	\$8,200.00

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to lowest and best quote from WISSCO for the purchase of a refrigerate effluent sampler in the amount of \$7,995.00.

WISSCO Water Instrumentation Sales & Service Company

Phone: 228-832-6805 • Cell: 228-223-4293 • Fax: 228-832-6806 • Email: adamlampkin@bellsouth.net
P.O. Box 100 • 19538 Frank Ladner Road • Saucier, MS 39574

Remit To:

WISSCO

Attn: Accounts Receivable

PO Box 100

Saucier, MS 39574

Proposal

To:

Starkville Utilities

Ernest E. Jones WWTP

Attn: Thomas Ware

305 Sand Rd

Starkville, MS 39759

Proposal Date: 2/3/2022

Proposal #: 22030

Terms: Net 30

Quantity	Description	Rate	Total
	Below is the Replacement Cost for the Refrigerated Sampler located at the WWTP Effluent Site.		
1	ISCO Model 5800 Refrigerated Auto Sampler, 120 Vac @ 60 Hz. Includes Owners Manual, Pocket Guide, Distributor Arm & 2 pieces of Pump Tubing.	7,495.00	7,495.00
1	Service and Start-up Visit. Includes a Visit for Equipment Deployment, Programming and Calibration. Also includes Personnel Training. The Equipment will be also be verified for Proper Operations. A Calibration Sticker will be placed on the Unit and a Calibration Certificate will be provided.	500.00	500.00
	Plus Factory Freight Charges.		
	NOTE: Please allow 4 to 6 Weeks for Delivery.		
Thank you for your business. Sincerely, Adam Lampkin 		Total	\$7,995.00

Quotation Request

Date: 02-10-22

Quote No.: S2202016
To: Thomas Ware
Company: Starksville Utilities

From: Macy Mouton Fluharty
E-mail: macy@thespectrumgroup.com
Cell: 504-561-6000

Pages including this page: 1

Subject: Ernest E. Jones WWTP

Thomas, here's pricing on the ISCO Sampler for your consideration:

Item	Qty	Description	Unit Price
1	1	ISCO 5800 Refrigerated Sampler, 120 VAC, complete with manual, guide, distributor arm, and two piece pump tubing	\$7,700.00
2	1	On-site start-up assistance and programming	\$550.00
Total Price (Freight and Taxes NOT Included):			\$8,200.00

Delivery: 5-6 weeks ARO
FOB: Factory
Freight: **Prepay and add**
Terms: Net 30 days with prior credit approval. If credit card is used, a 3% processing fee will be applied.
Validity: 30 days

If you have any questions, or need additional information, please don't hesitate to call.

Thank you,
Macy Mouton Fluharty



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

AGENDA ITEM NO:
AGENDA DATE: March 1, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Nesco Electrical Distributors to purchase flame-resistant uniforms for the electric division in the amount of \$10,412.41.

AMOUNT & SOURCE OF FUNDING: 2021

2 Quotes Received	NESCO	\$10,412.41
	National Safety	\$14,771.00

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

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SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Nesco Electrical Distributors to purchase flame-resistant uniforms for the electric division in the amount of \$10,412.41.

FR Long Sleeve T-Shirt

			NESCO		NATIONAL SAFETY APPAREL	
Name	Size	Qty	\$ Per	Totals	\$ Per	Totals
Josh Lanier	MD	5	\$48.63	\$243.15	\$69.50	\$347.50
Brady Haynes	LG	5	\$48.63	\$243.15	\$69.50	\$347.50
Jacob Nelson	LG	5	\$48.63	\$243.15	\$69.50	\$347.50
Aubrey Long	LG	5	\$48.63	\$243.15	\$69.50	\$347.50
Kaleb Harris	LG	5	\$48.63	\$243.15	\$69.50	\$347.50
Brad Scarbrough	XL	5	\$48.63	\$243.15	\$69.50	\$347.50
Phillip Quinn	XL	5	\$48.63	\$243.15	\$69.50	\$347.50
Shasta Plunkett	XL	5	\$48.63	\$243.15	\$69.50	\$347.50
David Leal	XL	5	\$48.63	\$243.15	\$69.50	\$347.50
Jason Horner	XL	5	\$48.63	\$243.15	\$69.50	\$347.50
David Hatfield	2X	5	\$53.49	\$267.45	\$77.00	\$385.00
Randall Chriswell	2X	5	\$53.49	\$267.45	\$77.00	\$385.00
John Rogers	2X	5	\$53.49	\$267.45	\$77.00	\$385.00
Robby Gilliland	3X	5	\$53.49	\$267.45	\$77.00	\$385.00
Orlando Smith	3X	5	\$53.49	\$267.45	\$77.00	\$385.00
			TOTAL: \$3,768.75		TOTAL: \$5,400.00	

TOTALS

	Nesco	NSA
FR Long Sleeve T-Shirts	\$3,768.75	\$5,400.00
FR Bibs	\$3,407.70	\$5,025.00
FR Hoodies	\$3,235.96	\$4,346.00
Grand Totals:	\$10,412.41	\$14,771.00

FR Bibs

			NESCO		NATIONAL SAFETY APPAREL	
Name	Size	Qty	\$ Per	Totals	\$ Per	Totals
Josh Lanier	34x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Brady Haynes	32x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Jacob Nelson	34x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Aubrey Long	34x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Kaleb Harris	34x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Brad Scarbrough	40x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Phillip Quinn	36x30	1	\$227.18	\$227.18	\$335.00	\$335.00
Shasta Plunkett	38x30	1	\$227.18	\$227.18	\$335.00	\$335.00
David Leal	42x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Jason Horner	36x32	1	\$227.18	\$227.18	\$335.00	\$335.00
David Hatfield	42x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Randall Chriswell	40x32	1	\$227.18	\$227.18	\$335.00	\$335.00
John Rogers	42x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Robby Gilliland	38x32	1	\$227.18	\$227.18	\$335.00	\$335.00
Orlando Smith	42x32	1	\$227.18	\$227.18	\$335.00	\$335.00
			TOTAL: \$3,407.70		TOTAL: \$5,025.00	

FR Hoodie

			NESCO		NATIONAL SAFETY APPAREL	
Name	Size	Qty	\$ Per	Totals	\$ Per	Totals
Josh Lanier	MD	1	\$193.18	\$193.18	\$265.00	\$265.00
Brady Haynes	MD	1	\$193.18	\$193.18	\$265.00	\$265.00
Jacob Nelson	LG	1	\$193.18	\$193.18	\$265.00	\$265.00
Aubrey Long	XL	1	\$193.18	\$193.18	\$265.00	\$265.00
Kaleb Harris	XL	1	\$193.18	\$193.18	\$265.00	\$265.00
Brad Scarbrough	XL	1	\$193.18	\$193.18	\$265.00	\$265.00
Phillip Quinn	XL	1	\$193.18	\$193.18	\$265.00	\$265.00
Shasta Plunkett	XL	1	\$193.18	\$193.18	\$265.00	\$265.00
David Leal	XL	1	\$193.18	\$193.18	\$265.00	\$265.00
Jason Horner	XL	1	\$193.18	\$193.18	\$265.00	\$265.00
David Hatfield	2X	1	\$211.63	\$211.63	\$291.50	\$291.50
Randall Chriswell	XL	1	\$206.84	\$206.84	\$265.00	\$265.00
John Rogers	2X	1	\$226.65	\$226.65	\$291.50	\$291.50
Robby Gilliland	XL	1	\$193.18	\$193.18	\$265.00	\$265.00
Orlando Smith	3X	1	\$211.63	\$211.63	\$291.50	\$291.50
John Toliver	5X	1	\$254.23	\$254.23	\$291.50	\$291.50
			TOTAL: \$3,235.96		TOTAL: \$4,346.00	

Jason Horner

From: Shawn Malinish <smalinish@thinknsa.com>
Sent: Tuesday, February 8, 2022 12:24 PM
To: Jason Horner
Subject: RE: Quote

Importance: High

Jason,

Here you go.....

DF2-CM-446TS-DS
\$69.50 S-XL
\$77.00 2X-3X

FR Long Sleeve T-Shirts
→ \$5400

BIB6DCMQ
\$335.00 size 30-46
\$372.00 size 48 and 50

FR Bibs
→ \$5025

SWS3G2G
\$265.00 S-XL
\$291.50 2X-3X

FR Hoodies
→ \$4346

My Very Best Regards & Stay Safe,



**NATIONAL
SAFETY APPAREL®**

Shawn A. Malinish
Regional Sales Manager
TX. LA. MS. AL. & Western PA
smalinish@thinkNSA.com
Cell: 814-590-3605
Fax: 216-941-1130
15825 Industrial Parkway
Cleveland, OH. 44135

FR Long Sleeve T-SHIRT
P.O. # T. B. D.

DRIFIRE

*5 PER EMPLOYEE

	EMPLOYEE NAME	CATALOG#	SIZE
1	DAVID HATFIELD	DF2-CM-446LS-DS-2X	2X
2	ROBBY GILLIAND	DF2-CM-446LS-DS-3X	3X
3	RANDALL CHRISWELL	DF2-CM-446LS-DS-2X	2X
4	JOHN ROGERS	DF2-CM-446LS-DS-2X	2X
5	BRADY HAYNES	DF2-CM-446LS-DS-LG	LG
6	JACOB NELSON	DF2-CM-446LS-DS-LG	LG
7	BRAD SCARBROUGH	DF2-CM-446LS-DS-XL	XL
8	AUBREY LONG	DF2-CM-446LS-DS-LG	LG
9	ORLANDO SMITH	DF2-CM-446LS-DS-3X	3X
10	JOSH LANIER	DF2-CM-446LS-DS-MD	MD
11	KALEB HARRIS	DF2-CM-446LS-DS-LG	LG
12	PHILLIP QUINN	DF2-CM-446LS-DS-XL	XL
13	SHASTA PLUNKETT	DF2-CM-446LS-DS-XL	XL
14	DAVID LEAL	DF2-CM-446LS-DS-XL	XL
15	JASON HORNER	DF2-CM-446LS-DS-XL	XL

2X-3X → 5 EMP. x 5 = 25 @ \$77 EACH = \$1925
S-XL → 10 EMP. x 5 = 50 @ \$69.50 EACH = \$3475
\$5400

FR BIBS
P.O. #TBD

	EMPLOYEE NAME	CATALOG#
1	DAVID HATFIELD	BIB6DCMQ242X32
2	ROBBY GILLIAND	BIB6DCMQ238X32
3	RANDALL CRISWELL	BIB6DCMQ240X32
4	JOHN ROGERS	BIB6DCMQ242X30
5	BRADY HAYNES	BIB6DCMQ232X32
6	JACOB NELSON	BIB6DCMQ234X32
7	BRAD SCARBROUGH	BIB6DCMQ240X32
8	AUBREY LONG	BIB6DCMQ234X32
9	ORLANDO SMITH	BIB6DCMQ242X32
10	JOSH LANIER	BIB6DCMQ234X32
11	KALEB HARRIS	BIB6DCMQ234X32
12	PHILLIP QUINN	BIB6DCMQ236X30
13	SHASTA PLUNKETT	BIB6DCMQ238X30
14	DAVID LEAL	BIB6DCMQ242X32
15	JASON HORNER	BIB6DCMQ236X32

30-46 = 335.00 EACH
X15
\$5025

FR HOODIE
P.O. #TBD

	EMPLOYEE NAME	CATALOG#	SIZE	STYLE
1	DAVID HATFIELD	SWS3G2G2X	2X	Pullover
2	ROBBY GILLIAND	SWS3G2G2X	XL	Pullover
3	RANDALL CHRISWELL	SWS3G2GZXL	XL	Zip
4	JOHN ROGERS	SWS3G2GZ2X	2X	Zip
5	BRADY HAYNES	SWS3G2GMD	MD	Pullover
6	JACOB NELSON	SWS3G2GLG	LG	Pullover
7	BRAD SCARBROUGH	SWS3G2GXL	XL	Pullover
8	AUBREY LONG	SWS3G2GXL	XL	Pullover
9	ORLANDO SMITH	SWS3G2G3X	3X	Pullover
10	JOSH LANIER	SWS3G2GMD	MD	Pullover
11	KALEB HARRIS	SWS3G2GXL	XL	Pullover
12	PHILLIP QUINN	SWS3G2GXL	XL	Pullover
13	SHASTA PLUNKETT	SWS3G2GXL	XL	Pullover
14	DAVID LEAL	SWS3G2GXL	XL	Pullover
15	JASON HORNER	SWS3G2GXL	XL	Pullover
16	JOHN TOLIVER	SWS3G2G5X	5X	Pullover

$$S-XL = 12 \text{ EMP} \times \$265.00 = \$3180$$

$$2X-3X = 4 \text{ EMP} \times \$291.50 = \$1166$$

\$4346

NESCO ELECTRICAL DISTRIBUTORS
511-A HWY 182 WEST
STARKVILLE, MS 39759-1411
662-324-0386 Fax 662-324-0387

Quotation

QUOTE DATE	QUOTE NUMBER
02/03/22	S2508533
ORDER TO: NESCO ELECTRICAL DISTRIBUTORS 511-A HWY 182 WEST STARKVILLE, MS 39759-1411 662-324-0386 Fax 662-324-0387	PAGE NO. 1

QUOTE TO:
 STARKVILLE UTILITIES DEPT
 605 DR MLK JR EAST
 STARKVILLE, MS 39759

SHIP TO:
 STARKVILLE ELECTRIC DEPT
 STARKVILLE, MS 39759

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		SALESPERSON	
2579		QUOTE/JASON				RAY COOK	
WRITER		FREIGHT ALLOWED	SHIP VIA		TERMS	REQ'D DATE	ORDER DATE
RAY COOK		No	BID	Net 10th Prox		02/27/22	02/03/22
ORDER QTY	DESCRIPTION					Net Prc	Ext Prc
3ea	BIB6DCMQ2 42X32 FR BIBS					227.180	681.54
	*** Above not returnable ini					___	**
1ea	BIB6DCMQ2 38X32 FR BIBS					227.180	227.18
	*** Above not returnable ini					___	**
2ea	BIB6DCMQ2 40X32 FR BIBS					227.180	454.36
	*** Above not returnable ini					___	**
1ea	BIB6DCMQ2 42X30 FR BIBS					227.180	227.18
	*** Above not returnable ini					___	**
1ea	BIB6DCMQ2 32X32 FR BIBS					227.180	227.18
	*** Above not returnable ini					___	**
4ea	BIB6DCMQ2 34X32 FR BIBS					227.180	908.72
	*** Above not returnable ini					___	**
1ea	BIB6DCMQ2 36X30 FR BIBS					227.180	227.18
	*** Above not returnable ini					___	**
1ea	BIB6DCMQ2 38X30 FR BIBS					227.180	227.18
	*** Above not returnable ini					___	**
1ea	BIB6DCMQ2 36X32 FR BIBS					227.180	227.18
	*** Above not returnable ini					___	**

	PLUS FREIGHT						

*** This is a quotation ***

Quote Total

3407.70

Please read this list of material carefully. Only the material listed will be furnished at these prices. Prices are firm for acceptance for 30 days, except for commodity items, which are subject to change daily. This quotation is quoted f.o.b. shipping point and is void if changed. Prices quoted are subject to sales tax and freight charges if applicable.

NESCO ELECTRICAL DISTRIBUTORS
511-A HWY 182 WEST
STARKVILLE, MS 39759-1411
662-324-0386 Fax 662-324-0387

Quotation

QUOTE DATE	QUOTE NUMBER
02/02/22	S2508317
ORDER TO:	PAGE NO.
NESCO ELECTRICAL DISTRIBUTORS	1
511-A HWY 182 WEST	
STARKVILLE, MS 39759-1411	
662-324-0386 Fax 662-324-0387	

QUOTE TO:
 STARKVILLE UTILITIES DEPT
 605 DR MLK JR EAST
 STARKVILLE, MS 39759

SHIP TO:
 STARKVILLE ELECTRIC DEPT
 STARKVILLE, MS 39759

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		SALESPERSON	
2579		QUOTE/JASON				RAY COOK	
WRITER		FREIGHT ALLOWED	SHIP VIA	TERMS		REQ'D DATE	ORDER DATE
RAY COOK		No	BID	Net 10th Prox		02/26/22	02/02/22
ORDER QTY		DESCRIPTION				Net Prc	Ext Prc
2ea		NSA #SWS3G2GMD PULLOVER HOODIE				184.430	368.86
		*** Above not returnable ini **					
1ea		NSA #SWS3G2GLG PULLOVER HOODIE				184.430	184.43
		*** Above not returnable ini **					
8ea		NSA #SWS3G2GXL PULLOVER HOODIE				184.430	1475.44
		*** Above not returnable ini **					
1ea		NSA #SWS3G2G2X PULLOVER HOODIE				202.880	202.88
		*** Above not returnable ini **					
1ea		NSA #SWS3G2G3X PULLOVER HOODIE				202.880	202.88
		*** Above not returnable ini **					
1ea		NSA #SWS3G2G5X PULLOVER HOODIE				245.480	245.48
		*** Above not returnable ini **					
1ea		NSA #SWS3G2GZXL ZIP UP FRONT HOODIE				198.090	198.09
		*** Above not returnable ini **					
1ea		NSA #SWS3G2GZ2X ZIP UP FRONT HOODIE				217.900	217.90
		*** Above not returnable ini **					
16ea		EACH EMBROIDERED EMBLEM ON CLOTHING				8.750	140.00
		*** Above not returnable ini **					

		PLUS FREIGHT					

*** This is a quotation ***

Quote Total 3235.96

Please read this list of material carefully. Only the material listed will be furnished at these prices.
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 This quotation is quoted f.o.b. shipping point and is void if changed. Prices quoted are subject to sales tax
 and freight charges if applicable.

NESCO ELECTRICAL DISTRIBUTORS
511-A HWY 182 WEST
STARKVILLE, MS 39759-1411
662-324-0386 Fax 662-324-0387

Quotation

QUOTE DATE	QUOTE NUMBER
02/03/22	S2508492
ORDER TO: NESCO ELECTRICAL DISTRIBUTORS 511-A HWY 182 WEST STARKVILLE, MS 39759-1411 662-324-0386 Fax 662-324-0387	PAGE NO. 1

QUOTE TO:
 STARKVILLE UTILITIES DEPT
 605 DR MLK JR EAST
 STARKVILLE, MS 39759

SHIP TO:
 STARKVILLE ELECTRIC DEPT
 STARKVILLE, MS 39759

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		SALESPERSON	
2579		QUOTE/JASON				RAY COOK	
WRITER		FREIGHT ALLOWED	SHIP VIA		TERMS	REQ'D DATE	ORDER DATE
RAY COOK		No	BID		Net 10th Prox	02/27/22	02/03/22
ORDER QTY		DESCRIPTION				Net Prc	Ext Prc
5ea		DF2-CM-446LS-DS-MD (FR LONG SLEEVE T-SHIRT)				48.630	243.15
		*** Above not returnable ini _____ **					
20ea		DF2-CM-446LS-DS-L (FR LONG SLEEVE T-SHIRT)				48.630	972.60
		*** Above not returnable ini _____ **					
25ea		DF2-CM-446LS-DS-XL (FR LONG SLEEVE T-SHIRT)				48.630	1215.75
		*** Above not returnable ini _____ **					
15ea		DF2-CM-446LS-DS-2X (FR LONG SLEEVE T-SHIRT)				53.490	802.35
		*** Above not returnable ini _____ **					
10ea		DF2-CM-446LS-DS-3X (FR LONG SLEEVE T-SHIRT)				53.490	534.90
		*** Above not returnable ini _____ **					

		PLUS FREIGHT					

*** This is a quotation ***

Quote Total

3768.75

Please read this list of material carefully. Only the material listed will be furnished at these prices. Prices are firm for acceptance for 30 days, except for commodity items, which are subject to change daily. This quotation is quoted f.o.b. shipping point and is void if changed. Prices quoted are subject to sales tax and freight charges if applicable.



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

AGENDA ITEM NO:
AGENDA DATE: March 1, 2022
PAGE: 1

SUBJECT: Request approval of the lowest and best quote from Lee's Precast for the purchase of material for the Collegeview lift station removal in the amount of \$11,928.00.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: 2 Quotes Received

Lee's	\$11,928.00
Corburn's	\$13,253.19

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 awarding the lowest and best quote from Lee's Precast for the purchase of material for the Collegeview lift station removal in the amount of \$11,928.00.



LEE'S

PRECAST CONCRETE, INC.

Estimate

Date	Estimate #
1/25/2022	25479

**20578 Egypt Rd.
Aberdeen, MS 39730
PH: 662-369-8935**



Name / Address
Starkville Utilities 605 Dr MLK Jr Drive East Starkville, MS 39759

P.O. No.	Terms	Rep	Project
	Net 30	WH	

Qty	Item	Description	U/M	Rate	Total
		Project: College View (Part 2) - Starkville, MS			
4	48DiaSan6-8	48" I.D. Precast "Sanitary" MH @ 6'-8' Ht. w/ 70" Dia. Base, Penetron-RP Admixture Steps 16" O.C. from Bottom		1,495.00	5,980.00
1	48DiaSan6-8	48" I.D. Precast "Sanitary" MH @ 6'-8' Ht. w/ 70" Dia. Base, Penetron-RP Admixture Steps 16" O.C. from Bottom		1,785.00	1,785.00
5	48TCI	Poured Invert	ca	150.00	750.00
9	QL-08	8" Q-lok Connector - QL-08	ca	57.00	513.00
5	Castings	EJ# 2450-1040 "City of Starkville" R&C		580.00	2,900.00
We appreciate the opportunity to serve you!		Total			



LEE'S

PRECAST CONCRETE, INC.

Estimate

Date	Estimate #
1/25/2022	25479

**20578 Egypt Rd.
Aberdeen, MS 39730
PH: 662-369-8935**



Name / Address
Starkville Utilities 605 Dr MLK Jr Drive East Starkville, MS 39759

P.O. No.	Terms	Rep	Project
	Net 30	WH	

Qty	Item	Description	U/M	Rate	Total
0	Notes	Prices are F.O.B. job site. Product to be shipped truckload quantity by LPCI and unloaded by contractor or owner on site. NO applicable taxes are included in this estimate. Each delivery charge allows 1 hour unloading time. Additional deliveries and/or time may incur further charges. ALL PRICES ARE BASED UPON APPROVED DRAWINGS / SUBMITTALS. ALL RETURNED INVENTORY ITEMS ARE SUBJECT TO RE-STOCK FEE. NON-INVENTORY ITEMS WILL NOT BE ACCEPTED. PRICING REFLECTED ON THIS QUOTE IS SUBJECT TO CHANGE BASED ON PREVAILING MARKET CONDITIONS AT TIME OF SHIPMENT.		0.00	0.00
We appreciate the opportunity to serve you!			Total		\$11,928.00



QUOTATION

Customer#:

FORCED ACCT FOR AR-CLEANUP

Branch#: 70

COBURN SUPPLY COMPANY, INC.

4935 COVINGTON WAY

MEMPHIS, TN 38128

901-372-1589

Fax 901-372-1807

Page#: 1 of 2

Quote#	Start Date	Exp. Date	Job Name	Bid Type	Prepared By
1070039	02/22/22	02/27/22	COLLEGE VIEW PART 2	UTILITY	KATHY SAPPINGTON

****Please see updated terms and conditions****

TERMS and CONDITIONS

Prices are valid for 5 days from the date quoted.

All new orders will be sold at current market price at the time of shipment.

1. Applicable taxes are not included.
2. Prices quoted are based on availability of material.
3. Manufacturer's warranties will prevail for all products.
4. Coburn Supply Company, Inc. will not be liable for any damages or cost incurred by contractor/customer due to material delivery date not being met because of circumstances beyond Coburn Supply Company, Inc.'s control.
5. Coburn Supply Company, Inc. assumes no responsibility for additions/omissions of material or misinterpretation of plans and specifications.
6. This Quotation is an estimate only and it is the responsibility of the contractor/customer to verify that the materials and quantities set forth below are accurate and comply with the plans and specifications upon which this quotation is based.
7. Coburn Supply Company, Inc. acknowledges that this Quotation is based on the plans and specification and/or addendum(s), if any, referenced below.



QUOTATION

Customer#: **ALL BIDDERS**
FORCED ACCT FOR AR-CLEANUP

Page#: 2 of 2

Branch#: **70**
COBURN SUPPLY COMPANY, INC.
4935 COVINGTON WAY
MEMPHIS, TN 38128
901-372-1589
Fax 901-372-1807

Quote#	Start Date	Exp. Date	Job Name	Bid Type	Prepared By
1070039	02/22/22	02/27/22	COLLEGE VIEW PART 2	UTILITY	KATHY SAPPINGTON

Line#	Qty	Per	Product No. & Description	Unit Price	Ext. Price
1	4	EA	@ ==>>> — 48" ID PRECAST SANITARY MANHOLE @ 6-8' W/70" BASE PENETRON-RP ADMIXTURE STEPS 16"O.C. FROM BOTTOM 48" ID PRECAST SANITARY MANHOLE @ 6-8' W/70" BASE PENETRON-RP ADMIXTURE STEPS 16"O.C. FROM BOTTOM	1661.11	6644.44
2	1	EA	— 48" ID PRECAST SANITARY MANHOLE @ 6-8' W/70" BASE PENETRON-RP AD 48" ID PRECAST SANITARY MANHOLE @ 6-8' W/70" BASE PENETRON-RP AD	1983.33	1983.33
3	5	EA	663NS27284 48TCI TRU-CONTOUR POURED INVERT	166.65	833.25
4	9	EA	663NS38683 QL-08 BOOT CONNECTOR	63.33	569.97
5	5	EA	— EJ 2450-1040 CITY OF STARKVILLE R&C EJ 2450-1040 CITY OF STARKVILLE R&C	644.44	3222.20
6	0	EA	— PRICES ARE FOB JOBSITE, TAXES NOT INCLUDED PRICES ARE BASED UPON APPROVED SUBMITTALS PRICES ARE FOB JOBSITE, TAXES NOT INCLUDED PRICES ARE BASED UPON APPROVED SUBMITTALS	0.00	0.00
				*****	13253.19
					13253.19
				QUOTATION TOTAL	
				Initial	_____