



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
March 15, 2022**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Edward Kemp

Court Clerk

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, MARCH 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 FEBRUARY 25, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introductions:

Sanitation : Drivers Joe Dantzler and Jeremy Hairston

Utilities : Bailey Wofford – Engineering Associate

Firefighters: LeeAnn Bates, Stephen Boren, Zack Boren,
Jacquez Hardy, Timothy MaGee and Cage Palmer

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

SCOTT AND ANNA DODD, COUNTRY CLUB ESTATE ISSUES

VIII. PUBLIC HEARING

3RD PUBLIC HEARING AND CONSIDERATION OF THE AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE (UDC) SIGNS.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 200 CURTIS WITH THE PARCEL NUMBER 102C-00-147.00 IS A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE ADOPTION OF A CEMETERY AND BURIAL POLICY FOR THE CITY OF STARKVILLE

B. CONSIDERATION OF THE EXTENSION OF THE DECLARATION OF AN EMERGENCY BASED ON THE COVID PANDEMIC.

C. CONSIDERATION OF AMENDING THE CITY OF STARKVILLE COVID POLICY TO REMOVE THE INDOOR MASKING REQUIREMENT FOR UNVACCINATED EMPLOYEES EFFECTIVE MARCH 16, 2022.

D. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO EXTEND THE LEISURE AND RECREATION DISTRICT TO ADKERSON WAY AND COLLEGEVIEW AND THE COLLEGEVIEW DEVELOPMENT.

E. CONSIDERATION OF PARTNERING WITH THE COUNTY TO EXTEND THE OVERLAY PROJECT ON GARRARD ROAD TO INCLUDE THE DISTANCE FROM HIGHWAY 25 TO THE STARKVILLE CITY LIMITS.

X. BOARD BUSINESS

A. CONSIDERATION OF INCREASING SIDE STREET PARKING TO FOUR HOURS ON WASHINGTON AND LAFAYETTE STREETS FOR A THREE MONTH TRIAL PERIOD.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF APPROVAL OF THE 2023 MDOT MULTI MODAL GRANT APPLICATION.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 22-04: A REQUEST FOR FINAL PLAT APPROVAL FOR A MINOR SUBDIVISION FOR RECONFIGURING A LOT LINE BETWEEN 509 ACADEMY ROAD AND THE CHARLESTON PLACE DEVELOPMENT IN CN AND TN-E ZONING DISTRICT.

2. CONSIDERATION OF FP 22-02: A REQUEST FOR FINAL PLAT APPROVAL FOR “PORTICO, PHASE 2” AT THE WEST END OF CARRIAGE LANE IN A SD-6 ZONING DISTRICT WITH PARCEL NUMBER 117C-00-036.06.

3. REQUEST APPROVAL FOR ASSISTANT CITY PLANNER ODIE AVERY AND ONE HISTORIC PRESERVATION COMMISSIONER TO ATTEND THE 2-DAY MERIDIAN ARCHITECTURAL TRUST CONFERENCE IN MERIDIAN, MS ON MARCH 31-APRIL 1, AT A COST NOT TO EXCEED \$891.00.

4. CONSIDERATION OF APPOINTING CARLEY DUNAWAY AS AN INDEPENDENT CONSULTANT FOR ARCHITECTURE REVIEW.

5. CONSIDERATION OF SOLE CANDIDATE, DR. SHAWN LAMBERT, FOR APPOINTMENT FOR A VACANCY ON THE HISTORIC PRESERVATION COMMISSION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE RIGHT OF WAY EASEMENT FROM MISSISSIPPI STATE UNIVERSITY FOR THE MAINTENANCE OF ADKERSON WAY.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 7, 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 FEBRUARY 2022 FINANCIAL STATEMENTS.
3. REQUEST APPROVAL TO RENEW HVAC MECHANICAL MAINTENANCE SERVICE AGREEMENTS WITH BRISLIN, INC. FOR CITY HALL AND THE POLICE DEPARTMENT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO MORELAND HOLDINGS TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT 1769 LOUISVILLE STREET.
2. REQUEST AUTHORIZATION FOR CAPTAIN BRIAN ARNETT TO TRAVEL TO LEXINGTON, KY TO ATTEND THE 2022 ANDY FREDRICKS TRAINING DAYS ON MARCH 20 - 23, 2022 AT AN APPROXIMATE COST OF \$900.00.
3. REQUEST AUTHORIZATION FOR CHRISTOPHER GRIFFIN, SAVANNA SANCHEZ, JOHNATHAN CAIN, AND MARVIN FORT TO TRAVEL TO CORINTH, MS TO ATTEND THE TRAINING AT THE CROSSROADS ON MARCH 25 - 27, 2022 AT AN APPROXIMATE COST OF \$1,900.00.

4. REQUEST PERMISSION TO ALLOW SFD TO DEVELOP AND START A YOUTH FIREFIGHTER EXPLORER PROGRAM FOR YOUTHS AGES 12 TO 18, OFFERING HAND ON EXPERIENCE, POSSIBLE SCHOLARSHIP OPPORTUNITIES, AND A PIPELINE FOR FUTURE FIREFIGHTERS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE THOMAS MASON AND CHRISTOPHER MCCOY AS ENTRY LEVEL POLICE OFFICERS; AND DERRICK BALL AS A CERTIFIED POLICE OFFICER.
2. REQUEST AUTHORIZATION TO HIRE JAMES BRITT, ZALEN BROWN AND BRIAN FLAHERTY AS ENTRY LEVEL FIREFIGHTERS; AND BRENT WILEMON AS A CERTIFIED FIREFIGHTER.
3. REQUEST AUTHORIZATION TO HIRE PATRICK MCKENZIE AS A RECYCLING INTERN FOR THE RECYCLING PROGRAM IN THE SANITATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE MELVIN GIBSON AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME ADMINISTRATIVE ASSISTANT IN THE AIRPORT DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE ARLONDA STALLINGS AS AN INTERN IN MUNICIPAL COURT.
7. REQUEST AUTHORIZATION TO HIRE MONICA LAIRY AS MUNICIPAL COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
8. REQUEST AUTHORIZATION TO CLASSIFY VANYETTA HOLMES AS ASSISTANT MUNICIPAL COURT CLERK.
9. REQUEST AUTHORIZATION TO HIRE GREGORY HUNLEY AS HUMAN RESOURCES MANAGER IN THE HUMAN RESOURCES DEPARTMENT.
10. REQUEST AUTHORIZATION TO HIRE FELISHA ARNEY AS A MUNICIPAL DEPUTY COURT CLERK.
11. REQUEST AUTHORIZATION TO ENTER INTO A CONTRACT AGREEMENT WITH TERRY KEMP.

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 OF AN AGREEMENT BETWEEN THE STARKVILLE POLICE DEPARTMENT AND OUTSIDE AGENCIES REGARDING USE OF THE SHOOTING RANGE.

b. CONSIDERATION OF APPROVAL TO ACCEPT THE CHANGE ORDER TO HOT SPOT GRANT #2OHS2311 MOVING EQUIPMENT PURCHASES TO PERSONNEL REIMBURSEMENT DUE TO SUPPLY CHAIN ISSUES.

c. CONSIDERATION TO APPLY FOR A 100% REIMBURSABLE GRANT, FROM THE FY22 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY PROGRAM, FOR THE PURCHASE OF LICENSE PLATE READER TECHNOLOGY.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF \$7,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

2. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO PARTICIPATE IN THE TENNESSEE VALLEY AUTHORITY (TVA) ELECTRIC VEHICLE FAST CHARGER PROGRAM.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A SERVICE CONTRACT WITH HOWARD TECHNOLOGY SOLUTIONS FOR THE AUDIOVISUAL EQUIPMENT AT THE OPERATIONS CENTER.
4. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO PARTICIPATE IN THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP).
5. REQUEST APPROVAL OF THE LOWEST QUOTE FROM CONSOLIDATED PIPE AND SUPPLY FOR THE PURCHASE OF MANHOLE RISERS FOR STREET OVERLAY PROJECTS IN THE AMOUNT OF \$5,727.00.
6. REQUEST APPROVAL FOR RENEWAL OF THE HONEYWELL SERVICE MANAGEMENT AGREEMENT (SMA) FOR THE AMI SYSTEM.
7. REQUEST APPROVAL OF AN EMERGENCY PUMP REPAIR BY ELECTRIC MOTOR SALES AND SERVICE INC FOR THE #2 60 HP FAIRBANKS PUMP AT THE INFLUENT PUMP STATION AT THE EARNEST E. JONES WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$13,500.00.
8. REQUEST APPROVAL OF THE LOWEST QUOTE FROM RONNIE JONES CONSTRUCTION INC. IN THE AMOUNT OF \$6,216.00 FOR CRUSHER RUN TO THE TRIM CANE LIFT STATION.
9. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER _____ WITH GARVER, LLC FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE ROLLING HILL SEWER REHABILITATION PROJECT SEWER INSPECTION NOT TO EXCEED \$30,000.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. ADJOURN UNTIL APRIL 5, 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.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
February 25, 2022**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, February 25, 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, Alderwoman Sandra Sistrunk, Alderman Jeffery Rupp, Alderman Mike Brooks and Alderman Hamp Beatty. City Attorney Chris Latimer and City Clerk Lesa Hardin were also present.

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

Mayor Spruill welcomed Senator Bart Williams, Senator Angela Turner-Ford and Representative Rob Roberson who provided legislative updates and discussion on various topics.

The Mayor and members of the Board discussed items on the upcoming March 1, 2022 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 15th DAY OF MARCH, 2022.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
FEBRUARY 25, 2022
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. LEGISLATIVE UPDATE AND BRIEFING FROM OUR STATE LEGISLATIVE REPRESENTATIVES AND SENATORS**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE MARCH 1, 2022, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, FEBRUARY 25, 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.



THE CITY OF STARKVILLE

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

REQUEST FOR PUBLIC APPEARANCE

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

I, Scott + Anna Dodd (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Country Club Estates Continued from last
Board Meeting in May 2019.
Discuss Engineer Reports - Jill Butler + Blake Mendrop's
findings. Next steps regarding public health
safety + welfare + discuss our 3 floods into
our home in CCE - ongoing building of houses.

Contact Information:

Name: Scott + Anna Dodd
Group Representing: Dodd Family - CCE neighborhood
Address: 411 Thornberry Ln
Starkville MS 39759
Phone: 662 418 4070
Email: Scott.dodd@expresspros.com
Anna.dodd@expresspros.com



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

AGENDA ITEM DEPT.: Public Hearing
AGENDA DATE: March 15, 2022
PAGE: Page 1 of 7

SUBJECT:

Third public hearing and consideration for 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.

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:

Move approval of amending section 14.7 of the Unified Development Code with the addition of a clarification of code enforcement process following amortization of nonconforming signs and incentives for compliance.

ORDINANCE NO. 2022-__

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING
UNIFIED DEVELOPMENT CODE SECTION 14.7.5 –
AMORTIZATION OF NONCONFORMING SIGNS**

WHEREAS, on April 5, 2011, the City of Starkville adopted an ordinance stating that all nonconforming signs still existing at the time of the adoption of the Unified Development Code shall be removed by May 5, 2021;

WHEREAS, on June 2, 2020, the City of Starkville amended that ordinance to extend the amortization time period for nonconforming signs to May 5, 2022;

WHEREAS, the City finds and declares a need to specify the code enforcement process for signs that remain nonconforming after the May 5, 2022, amortization deadline;

WHEREAS, the City finds and declares that incentives should be provided for those who comply with the City's sign ordinance to remove nonconforming signs within the time allowed in the ordinance;

WHEREAS, the purpose of the City's sign ordinance is to balance the need to protect the public safety and welfare, the need for a well maintained and attractive community, the need for adequate identification, communication, and advertising, and as further enumerated in Section 14.7.1 (A-E) of the Unified Development Code;

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

WHEREAS, Miss. Code Ann. §21-19-25 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 held multiple public hearings, with proper notice, in connection with the proposed amendments to the sign ordinance, and based upon the input from citizens and others, the City of Starkville finds the need to amend the sign ordinance.

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

SECTION 1. That subsections C – E be added to Section 14.7.5 of the Unified Development Code of the City of Starkville as shown on the attached proposed ordinance draft.

SECTION 2. Said Ordinance having been previously reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

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

ORDAINED AND APPROVED, this the 15th day of March, 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

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:

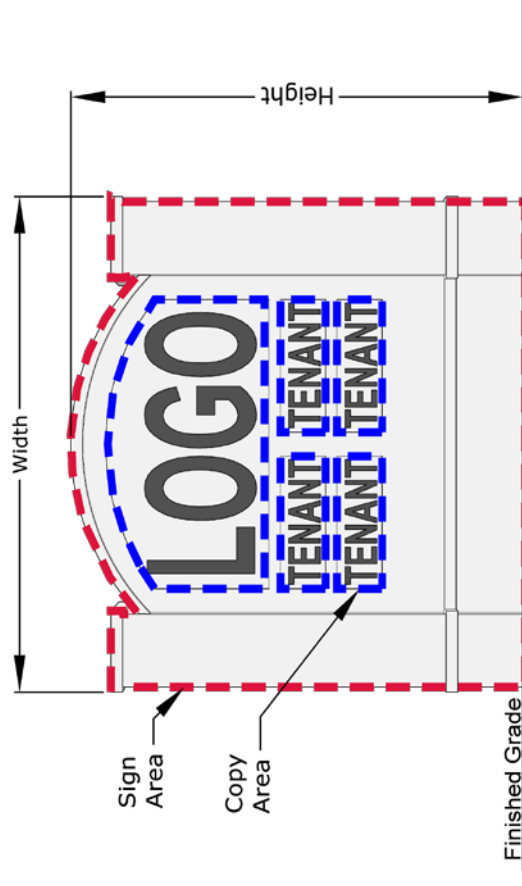
- A. To allow businesses, institutions, and people to exercise their right to free speech by displaying messages on a sign, and to allow audiences to receive such information;
- B. To enhance the economy and the business industry of the City by promoting the reasonable, orderly, and effective display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

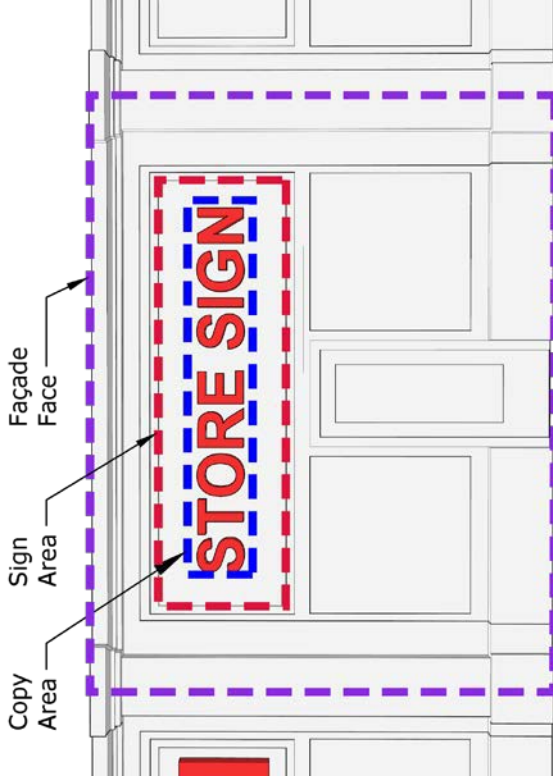


- H. The sign area shall be calculated by the total face of the sign including the structure and the copy area.
- I. The sign height for site signs shall be calculated from the finished grade at the base of the sign.

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

- street, right-of-way, property or thoroughfare, unless authorized by the Board of Aldermen and/or specifically allowed in this code.
- C. Inflatable displays are not permitted except in residential use districts.
- D. Non-seasonal decorative lighting that is used to attract the attention of pedestrians or motorists that is not part of a seasonal display or outdoor gathering space is not permitted.
- E. Signs that mechanically move are prohibited.
- F. Signs placed on a roof unless specifically allowed in a zoning district or by use specific standards are prohibited.
- G. Any use of searchlights except for airport operation is not permitted.
- H. Pennants, balloons, and streamers are prohibited.
- I. No sign shall be erected that would obstruct or be confused with, by its location, color, size, shape, nature or message, with official traffic signs or other signs erected by governmental agencies.
- J. The removing, damaging, or trimming of any tree or shrub within the public right-of-way for the purpose of increasing or enhancing the visibility of any sign is prohibited except with approval by the Board of Aldermen after a determination is made of a danger to public safety.
- K. Vehicle signs, whether moving or stationary, are prohibited except when the vehicle is actively engaged in making deliveries, pick-ups, or otherwise actively in use and in which its primary purpose is some use other than advertising. Allowed vehicle signs must be stored in a manner when not in use so as to be screened from view from the right-of-way. This shall not apply to work vehicles parked at a place of residence of the person authorized to use the vehicle or parked at the primary place of business during non-operating hours

- 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

- E. and its supporting structure.

- 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 in this section, or having received notice of a violation,

Section 14. Development Standards

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.

- F. 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).

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 COVER SHEET
RECOMMENDATION FOR BOARD ACTION AGENDA**

AGENDA ITEM DEPT: Police Department

DATE: March 15, 2022

PAGE: 1 of 9

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 200 Curtis with the parcel number 102C-00-147.00 is a menace to public health, safety, and welfare of the community.

SUMMARY:

Initial inspection of 200 Curtis (Parcel # 102C-00-147.00) was conducted on December 7, 2021 by Code Enforcement Officer Childs. The inspection contained conditions not suitable for public health and safety such as the front porch is unsuitable for anyone to walk on. Another condition is the exterior walls along with the vent above the front porch appeared to be rotten and separated from the structure. A violation letter was mailed to the property owner, Ms. Mary Ann Miles, on December 16, 2021. After the violation letter was issued, Officer Childs inspected the property for any updates. Notification letters were sent to the property owner's address, 203 Curtis, and 200 Curtis on February 23, 2022. Public Notices of the public hearing were posted on the property in violation and City Hall on February 23, 2022. Tax information was obtained from the Oktibbeha County Chancery Court.

REQUESTING DEPARTMENT:

Police Department - Code Enforcement

DIRECTOR'S AUTHORIZATION:

Chief Mark Ballard

FOR MORE INFORMATION, CONTACT:

Code Enforcement Officer(s) Sarah Perez or Alison Childs @662-323-4847

SUGGESTED MOTION:

Move to determine that the structure located at 200 Curtis with the parcel number 102C-00-147.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.

TAX INFORMATION:




Oktibbeha County, MS

Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Oktibbeha County Tax Assessor/Collector
Allen Morgan

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066

PPIN:	8747
PARCEL_ID:	102C-00-147.00
OWNERNAME:	MILES MARY ANN
ADDRESS1:	203 CURTIS
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	04
TOWNSHIP:	18N
RANGE:	14E
LEGAL1:	UNNUMBERED LOT EAST OF LOT 13
LEGAL2:	CITY BLK 81
LEGAL3:	
TAX_DIST:	1110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	10000
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	10000
IMP_VAL1:	770
IMP_VAL2:	0
TOTALVALUE:	10770
EXEMPT_CODE:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	200 CURTIS

NOTICES SENT BY MAIL:

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Starkville, MS 39759

OFFICIAL USE

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38

Sent To Mary Ann Miles

Street and Apt. No., or PO Box No. 203 Curtis Circle

City, State, ZIP+4® Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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Starkville, MS 39759

OFFICIAL USE

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38

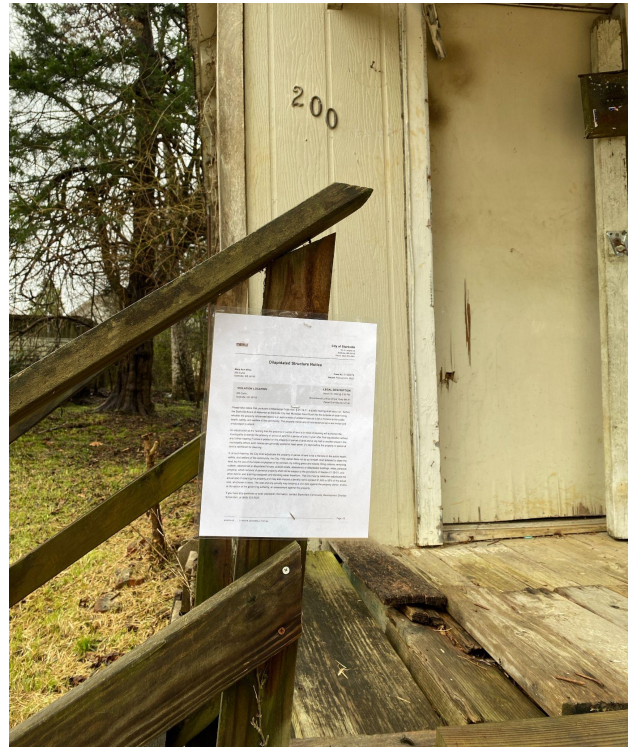
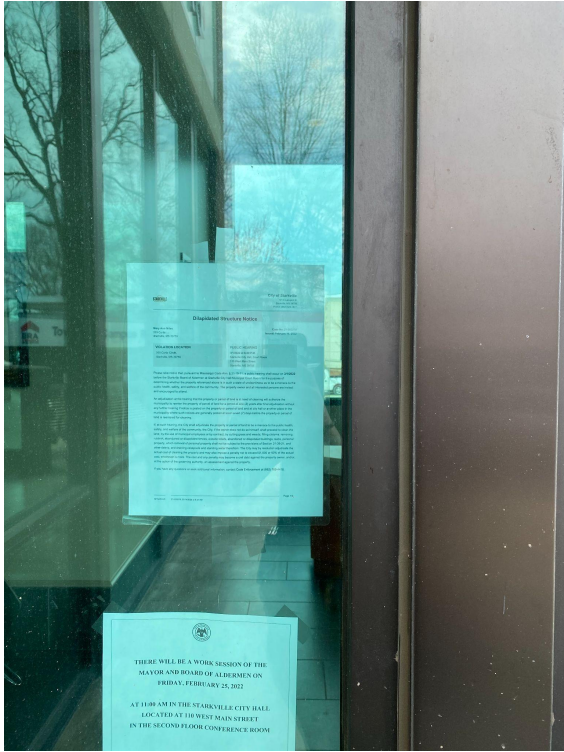
Sent To Mary Ann Miles

Street and Apt. No., or PO Box No. 203 Curtis Circle

City, State, ZIP+4® Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

POSTING:



NARRATIVE - CODE ENFORCEMENT OFFICER

On 12/7/21, I, Officer Childs, inspected the structure located at 200 Curtis Starkville, MS 39759. Based on my observations this property is considered dilapidated due to the front porch structure being unsuitable and the exterior walls rotten. I sent a notice of violation to the property owner who is Ms. Mary Ann Miles on December 16, 2021. On the second inspection, Building Official Stein McMullen and I observed that no updates have been made. Mr. McMullen condemned the property as dilapidated therefore we issued a notice set for public hearing on March 15, 2022. Ms. Darlette Smith contacted me at the Police Department to inform me she has been paying taxes on the property for a few years since Ms. Miles had passed away. I informed Ms. Smith of when the public hearing will be for 200 Curtis.

CODE ENFORCEMENT OFFICER PHOTOS:



Overview



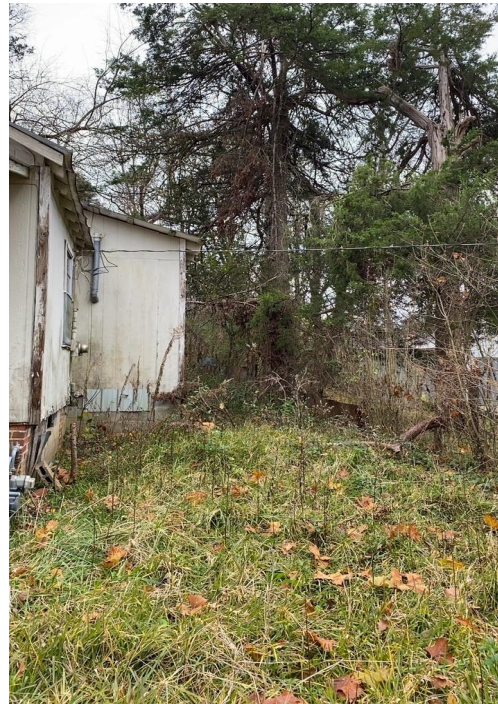
Front Porch



East Side of structure



South side of structure



West side of structure

NARRATIVE - BUILDING OFFICIAL

Code Enforcement Officer Alison Childs and I, Building Official Stein McMullen, went to 200 Curtis Circle to investigate a possibly dilapidated building. Upon my arrival I encountered the conditions listed below.

1. Support post removed from porch.
2. Porch decking missing, bowed and rotten.
3. Steps and handrails are inadequate for means of egress and are rotten and unsecure.
4. Support pillars for flooring supports show signs of decay and inadequate maintenance.
5. Exterior sheathing is rotten and does not provide proper protection from the outside environment.
6. Foundation shows signs of deterioration and neglect which is causing the structure to sag.
7. Roofing shows signs of deterioration and neglect.

200 Curtis Circle meets the following code conditions in the 2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.

111.1.1 Unsafe Structures

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

111.1.3 Structure Unfit for Human Occupancy

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

111.5 Dangerous structure or premises

For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous

- **2.** The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- **3.** Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- **5.** The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- **6.** The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- **9.** A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

BUILDING OFFICIAL PHOTOS:







AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Consideration of a cemetery policy to address the ongoing issue of the maintenance and property associated with deeds and burial plots in the cemeteries owned by the City of Starkville.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of adopting a policy to manage the maintenance and property related to the cemeteries owned by the City of Starkville.

CITY OF STARKVILLE CEMETERY AND BURIAL RIGHTS POLICY

The Mayor and Board of Aldermen recognize that the City of Starkville has accepted ownership and responsibility for the cemeteries located on Highway 182 and University Drive known as Oddfellows cemeteries. The City has likewise accepted ownership and responsibility for the abandoned Brush Arbor Cemetery, which was also known at one time as the Starkville Colored Cemetery, located on University Drive.

The acceptance of responsibility of these cemeteries has occurred after the development of the cemeteries. As such, the records of the owners of the cemetery plots are in some cases sparse and unverifiable.

The City has established a record keeping process for these cemeteries that is currently maintained and updated as allowed using available historical records and technology.

As the cemeteries are well over 75 years old, and have deteriorating conditions for headstones and demarcations, the City has determined that a policy for any future sales, deed transfers, and abandonment of plots should be developed in accordance with Miss. Code Ann. § 41-43-1 *et. seq.*

The Mayor and Board of Aldermen hereby adopt the following policies and procedures relating to the management and upkeep of the aforementioned cemeteries.

1. The upkeep for areas that require mowing and general landscape management will be included in the annual fiscal-year budget adopted by the City and shall be selected and negotiated through the Mayor's office or the Community Development department in compliance with state law.
2. Deed and plot registration will be maintained and updated as necessary with the assistance of the Golden Triangle Planning and Development District and will be available on the City's website at www.cityofstarkville.org.
3. The City will work where possible with organizations whose regular course of business involves the cemetery, and the various organizations that independently exist associated with the cemetery, to assist in the upkeep of the headstones and elements of the cemetery that are not within the purview of general landscaping and maintenance.
4. There exist plots that have been deeded, but that due to the duration of presumed inactivity, appear to be abandoned. Those plots pose an opportunity for resale pursuant to Miss. Code Ann. §41-43-5. The City will not consider a plot abandoned unless there has been no ownership activity for over 100 years.
 - a. The interested purchaser of any such plots shall research the records of the plots and provide proof of abandonment or documents that would allow for the presumption of abandonment to a reasonable degree.

- b. The interested purchaser shall provide proof, through available technology or by probing to a relative certainty, that such plots were not already in use.
 - c. The potential purchaser of such plots shall sign a disclaimer and waiver of liability to the City if such plots were found to be occupied.
 - d. If such a plot is found to be occupied, the owner may withdraw from interment or may accept a double interment leaving the existing remains with the proposed remains.
 - e. The potential purchaser will be required to arrange and pay for all costs associated with the above requirements, as well as the purchase of the plot burial rights at the fee established and in effect at the time of the purchase.
 - f. Miss. Code Ann. § 41-43-5 requires publication of notice of intent to sell such identified plots. The costs associated with such activities shall be reimbursed by the owner to the City as part of the transfer and purchase.
5. There are occasions when there is a request to transfer a deed from one party to another. Whether by sale and purchase, or a gift, the City's role will be limited to recording the new owner of the deed and providing an updated map to reflect such change in ownership.
6. There currently exist no recognized vacant plots in the aforementioned cemeteries. If the City were to increase the plots available, whether through establishment of a columbarium or acquisition of additional property, such interment opportunities would be considered on a first come-first serve basis.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: March 15, 2022
PAGE: 1

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

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

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

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

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

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

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

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

DATE: March 15, 2022

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Consideration of amending the City of Starkville COVID policy to remove the mandatory indoor mask requirement for unvaccinated employees.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of amending the city policy to remove the requirement for unvaccinated employees to wear masks indoors.



Navarrete Ashford
COO/HR Director

THE CITY OF STARKVILLE
PERSONNEL DEPARTMENT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525, ext. 3124
Fax: 662-323-2588
Email: n.ashford@cityofstarkville.org

March 10, 2022

CIRCULAR LETTER 2022-__

TO: All City Employees
FROM: Navarrete Ashford, COO/Human Resources Director
SUBJECT: COVID-19 EMPLOYEE POLICY REVISION

The City of Starkville provides a workplace that protects the health and safety of its employees as well as the public. This is particularly important because the City's workforce serves the entire public, which includes some of our most vulnerable citizens, both young and old. During the COVID-19 pandemic, protecting the public and the City's employees has meant taking several measures, such as working remotely, limiting public access to certain public spaces, and wearing masks.

As we have progressed together over these past two years through the COVID-19 pandemic, the City has continued to prioritize the health and well-being of our workforce and community at large, while periodically adjusting its policies and protocols as warranted.

As part of the City's continued monitoring of the Covid-19 pandemic, and with the pandemic seemingly in decline, it is appropriate for the City to adjust its policies and procedures at this time.

On December 1, 2021, the Board of Aldermen adopted the City's Covid-19 Policy for City employees through Circular Letter 2021-11. That policy is hereby amended as follows:

- Effective March 16, 2022, face coverings shall not be required but rather shall be optional for unvaccinated employees during the course and scope of their job duties with the City.

The remaining provisions of the City's Covid-19 Employee Policy shall remain in full force and effect. The City shall continue to monitor the state of the pandemic and will act further, if needed, in accordance with the Centers for Disease Control (CDC) as its protocols are updated.

Please feel free to reach out to HR with any questions you may have.

NA/msp

www.cityofstarkville.org



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Consideration of calling for the first of 2 public hearings to amend the Leisure and Recreation District boundaries to include Adkerson Way, Collegeview Development and Collegeview Drive.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of calling for the first public hearing for amending the Leisure and Recreation District boundaries to include Adkerson Way, Collegeview Project and Collegeview.



MISSISSIPPI STATE
UNIVERSITY™

OFFICE OF GENERAL COUNSEL

P.O. Box 6171
195 Lee Blvd.
Suite 3150, YMCA Building
Mississippi State, MS 39762

P. 662.325.8131
F. 662.325.8485

February 16, 2022

Mr. Chris Latimer
Mitchell McNutt & Sams
Post Office Box 947
Oxford, MS 38655

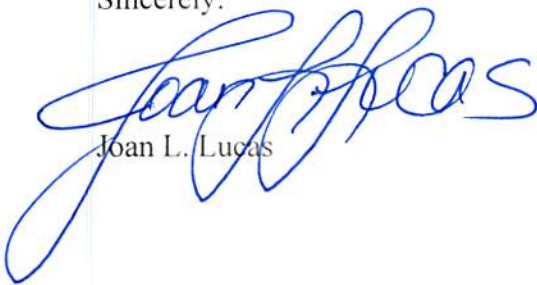
RE: Revision to the Boundary Description of Starkville's Temporary Leisure and Entertainment District

Dear Chris:

Mississippi State University requests that the City of Starkville's Temporary Leisure and Entertainment District's boundaries be amended to include Adkerson Way, the College View development, and College View Dr. east of Adkerson Way. Attached is the current district map with the requested additions included in yellow. This addition would create a pedestrian-oriented area connecting the Cotton District to College View. In addition, it would allow patrons of restaurants located within College View to participate in outdoor dining and events held on the College View Plaza and to walk to campus without being required to dispose of their beverages. This amendment would not include any local neighborhoods or residential streets.

Please let me know if you need any additional information from the University regarding this request or if we can help in any way.

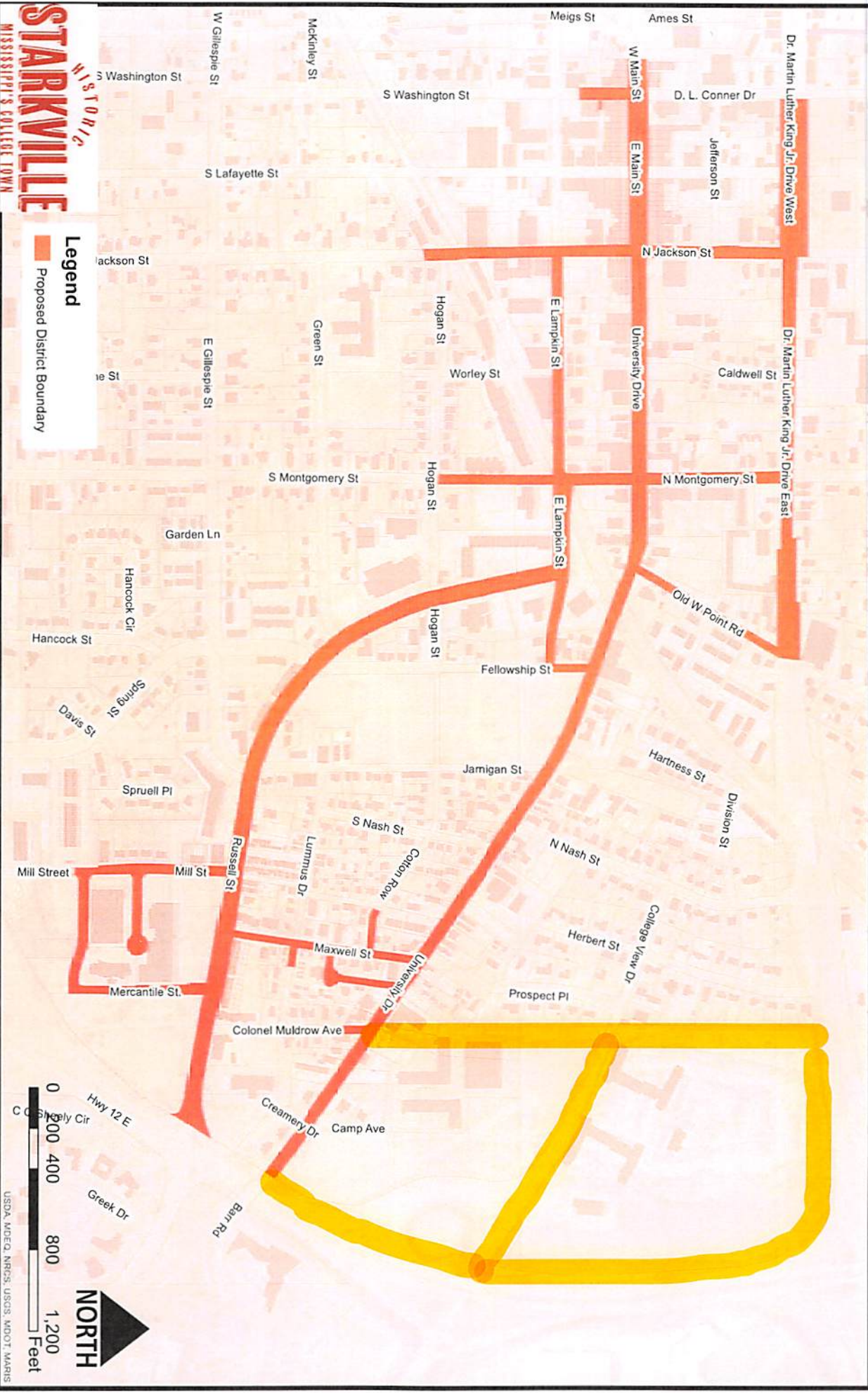
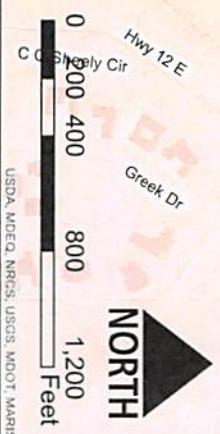
Sincerely:



Joan L. Lucas

Legend

Proposed District Boundary





AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: March 15, 2022
PAGE: 1

- A. **SUBJECT:** Consideration of Partnering with the County to extend the overlay project on Garrard Road to include the distance from Highway 25 west to the Starkville City limits.

AMOUNT & SOURCE OF FUNDING: This is an approximately \$100,000 increase in the funding for the capital project plan established for this section of road. The original cost was approximately \$50K. The additional costs will increase the price to approximately \$150K.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

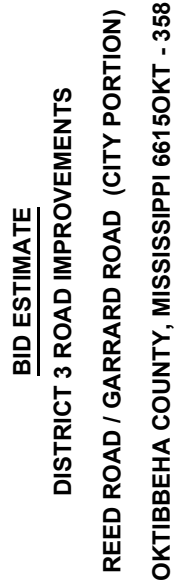
**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of partnering with the County to increase the scope of the project for Garrard Road to include a full asphalt overlay for the section of Garrard Road extending west from Highway 25 to the city limits.



PAY ITEM NO.	PAY ITEM	QUANTITIES PLAN	UNIT	Estimate	
				Unit Price	Price
	ROADWAY ITEMS				
S-304-F	SIZE 610 CRUSHED STONE BASE	50	TON	\$60.00	\$3,000.00
S-403-A	HOT MIX ASPHALT, ST, 12.5MM (BASE REPAIR AND EDGE REPAIR)	10	TON	\$165.00	\$1,650.00
S-632-A	ROADBED RECLAMATION	10,219	SY	\$15.00	\$153,285.00
			TOTAL:	\$157,935.00	



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Consideration of increasing side street parking to four hours on Washington and Lafayette Streets.

AMOUNT & SOURCE OF FUNDING: N/A

HISTORY:

The request comes from the Starkville Main Street Association which is the result of a survey of their members asking how to improve parking downtown.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Rupp

SUGGESTED MOTION:

Move approval of increasing side street parking to four hours on Washington and Lafayette Streets.



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

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: March 15, 2022
PAGE: 1**

SUBJECT: Consideration of Approval of the FY2023 MDOT Multimodal Transportation Improvement Program Grant Application for George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: Selection of the project and cost are underdetermined at this time, while the application is due by April 1, 2022. The Airports matching funds will range from 1% to 50% per the project chosen.

FISCAL NOTE: Once cost are determined, this item will be brought back to the BOA for approval.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Consider the Approval of the FY2023 MDOT Multimodal Transportation Improvement Program Grant Application for George M. Bryan Field

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

February 25, 2022

Dear Prospective Applicants:

We are pleased to inform you that the Mississippi Department of Transportation (MDOT) is initiating the application cycle for the FY2023 **Multimodal Transportation Improvement Program (MTIP)**. This program administers funds that are available through the Department to support aviation, ports, rail freight and public transit priority improvement projects.

The cycle officially begins on **March 1, 2022 with electronic applications accepted through April 1, 2022** by the appropriate divisions within the Office of Intermodal Planning. The application and supporting document templates can be found on our MDOT website (www.gomdot.com) by selecting "Multi-modal Transportation Improvement" under the PROGRAMS tab. Applications are available for each mode. Applicants are reminded that any subsequent awards are intended to support projects that will begin in late 2022 and be completed within 24 consecutive months. We anticipate that awards will be announced in June with funding available in August 2022. It is important to note that any awards offered as a result of this cycle are made with the usual caveat that all awards are contingent upon the availability of funds within the Department's budget.

We look forward to working with our modal partners to complete this process. If you have questions or require additional information, please contact the appropriate modal staff shown on the enclosed contact list, or you may contact me directly via e-mail: ccarr@mdot.ms.gov or by telephone (601) 359-7976.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Carr", is written over a horizontal line.

Charles Carr, Director
Office of Intermodal Planning

Enclosure

cc: Brad White
Executive Director

Jeff Ely, P.E.
Chief of Staff

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

MDOT MULTIMODAL CONTACT LIST

Charles Carr-Director, Office of Intermodal Planning
601-359-7025
ccarr@mdot.ms.gov

AERONAUTICS & RAIL
Josh Stubbs-Division Director
601-359-7850
jstubbs@mdot.ms.gov

PORTS & WATERWAYS
Robby Burt-Division Director
601-359-7910
RBurt@mdot.ms.gov

PUBLIC TRANSIT
Shirley Wilson-Division Director
601-359-7781
swilson@mdot.ms.gov



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2022
PAGE: Page 1 of 8

SUBJECT:

Discussion and consideration of FP 22-04 a request for Final Plat approval for a minor subdivision for reconfiguring a lot line between 509 Academy Road and the Charleston Place development in CN and TN-E zoning district.

SUMMARY:

The applicant Jeremy Tabor on behalf of Tabor Enterprises and Overstreet Properties is requesting approval of final plat "Minor Subdivision Plat for Tabor Enterprises LLC on the Property at 509 Academy Road". The current configuration of the eastern property line of Academy Storage creates an encroachment onto Charleston Place's property. This request will remove the encroachment by reconfiguring the lot line. The Development Review Committee reviewed the minor subdivision final plat on February 24, 2022. The only requirement from the Committee was to construct the required sidewalk from property line to property line along Academy Road prior to execution of the final plat.

Requested Condition:

1. The required sidewalks along Academy Road shall be constructed, inspected, and accepted by city staff prior to the final execution and filing of the final plat.

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 22-04 a request for Final Plat approval for the "Minor Subdivision Plat for Tabor Enterprises LLC on the Property at 509 Academy Road" for reconfiguring a lot line between 509 Academy Road and the Charleston Place development with one condition.

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 22-04 a request for Final Plat approval for a minor subdivision for reconfiguring a lot line between 509 Academy Road and the Charleston Place development in CN and TN-E zoning district.
Date: March 15, 2022

The purpose of this report is to provide information regarding Final Plat request by Jeremy Tabor on behalf of Tabor Enterprises and Overstreet Properties for the "Minor Subdivision Plat for Tabor Enterprises LLC on the Property at 509 Academy Road". Please see attachments 1- 4.

BACKGROUND INFORMATION

- The current configuration of the eastern property line of Academy Storage creates an encroachment onto Charleston Place's property. This request will remove the encroachment by reconfiguring the lot line.
- The Development Review Committee reviewed the minor subdivision final plat on February 24, 2022. The only requirement from the Committee was to construct the required sidewalk from property line to property line along Academy Road prior to execution of the final plat.

GENERAL INFORMATION

- The proposed subdivision includes the eastern side 509 Academy Road in a C-N zoning district and the western side of the Charleston Place development in a TN-E zoning district.
- The gross acreage is +/- 7.11 with a total of number of 2 lots. The original two lot boundaries are being modified. No additional lots are being created.
- All easements and dedications are provided on the final plat.
- The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of a previously platted subdivision.

FINAL PLAT INFORMATION

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

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

ZONING DISTRICT INFORMATION

Below is information pertaining to a Commercial Use in a CN zoning district:

Commercial Use	
A. Lot Dimensions	CN
A1 Lot size (min)	*
A2 Lot width (min)	*
B. Building/Structure Setbacks	CN
B1 Front setback min	15'
B2 Front setback max	30'
B3 Side setback	5'
B4 Side setback adjacent to detached residential	50'
B5 Side setback corner lot	15'
B6 Rear setback	20'
B7 Rear setback adjacent to detached residential	50'
D. Parking Setbacks	CN
D1 From primary street	Behind front wall of primary building
D2 From side street	5'
D3 From side and rear property line	5'
D4 From side and rear property line adjacent to detached residential	See buffer yard requirements
E. Height	CN
E1 Principal building(s) (max)	30', 2 story
E2 Accessory structures(s) (max)	15', 1 story
F. Pedestrian Access	CN
F1 Street-facing primary entrance along street	yes
F2 Sidewalk connection to street from each entrance	yes
*lots must be of a sufficient size to accommodate the proposed use and meet all subsequent development standards	*lots must be of a sufficient size to accommodate the proposed use and meet all subsequent development standards
**see use chart and additional standards	**see use chart and additional standards

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

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-E
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-E
B1 Front setback	15' or see infill standards
B. Principal Building Setbacks (cont.)	TN-E
B2 Side setback (min.)	5' or infill standards

B ₃ Side setback corner lot (min.)	15' or see infill
B ₄ Rear setback (min.)	15'
B ₅ Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C ₁ Front setback	Behind rear wall of principal building
C ₂ Side setback	5' min
C ₃ Side setback corner lot (min.)	10'
C ₄ Rear setback	5', minimum of 10' from any structure
C ₅ Rear setback adjacent to alley for garages (min.)	15'
C ₆ Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-E
D ₁ From primary street	See infill standards
E. Height	TN-E
E ₁ Principal building(s) (max)	30', 2 story
E ₂ Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E ₃ Accessory structure agricultural use	15'
F. Pedestrian Access	TN-E
F ₁ Street-facing primary entrance along street	yes

ANALYSIS

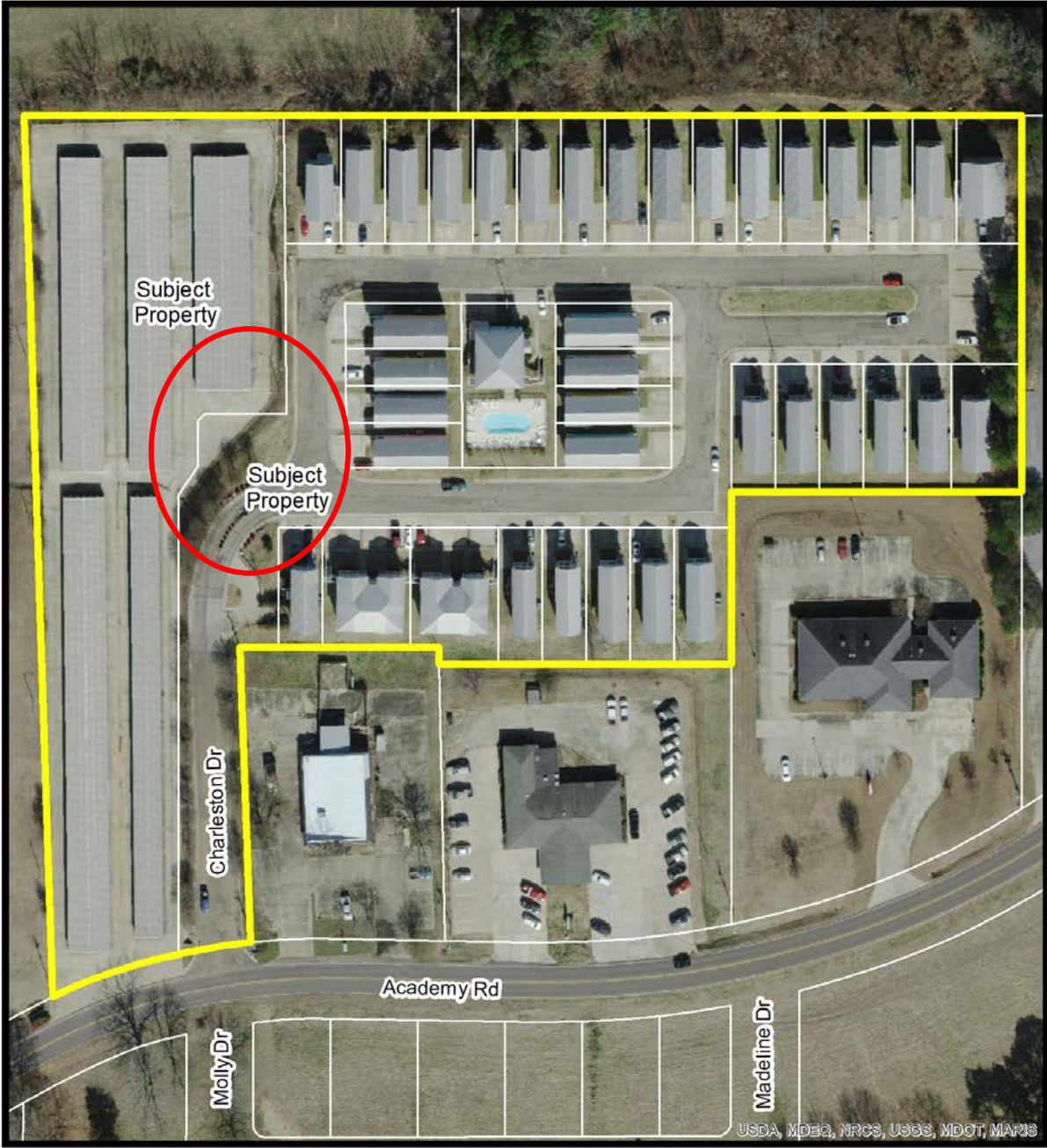
In the opinion of the Planning Department, the proposed Final Plat request could meet the criteria for final plat review and approval of Section 3.12.2.C of the UDC.

CONDITIONS OF APPROVAL

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

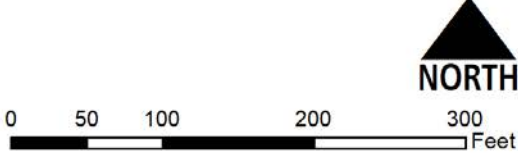
1. The required sidewalks along Academy Road shall be constructed, inspected, and accepted by city staff prior to the final execution and filing of the final plat.

Attachment 1
FP 22-04 Aerial

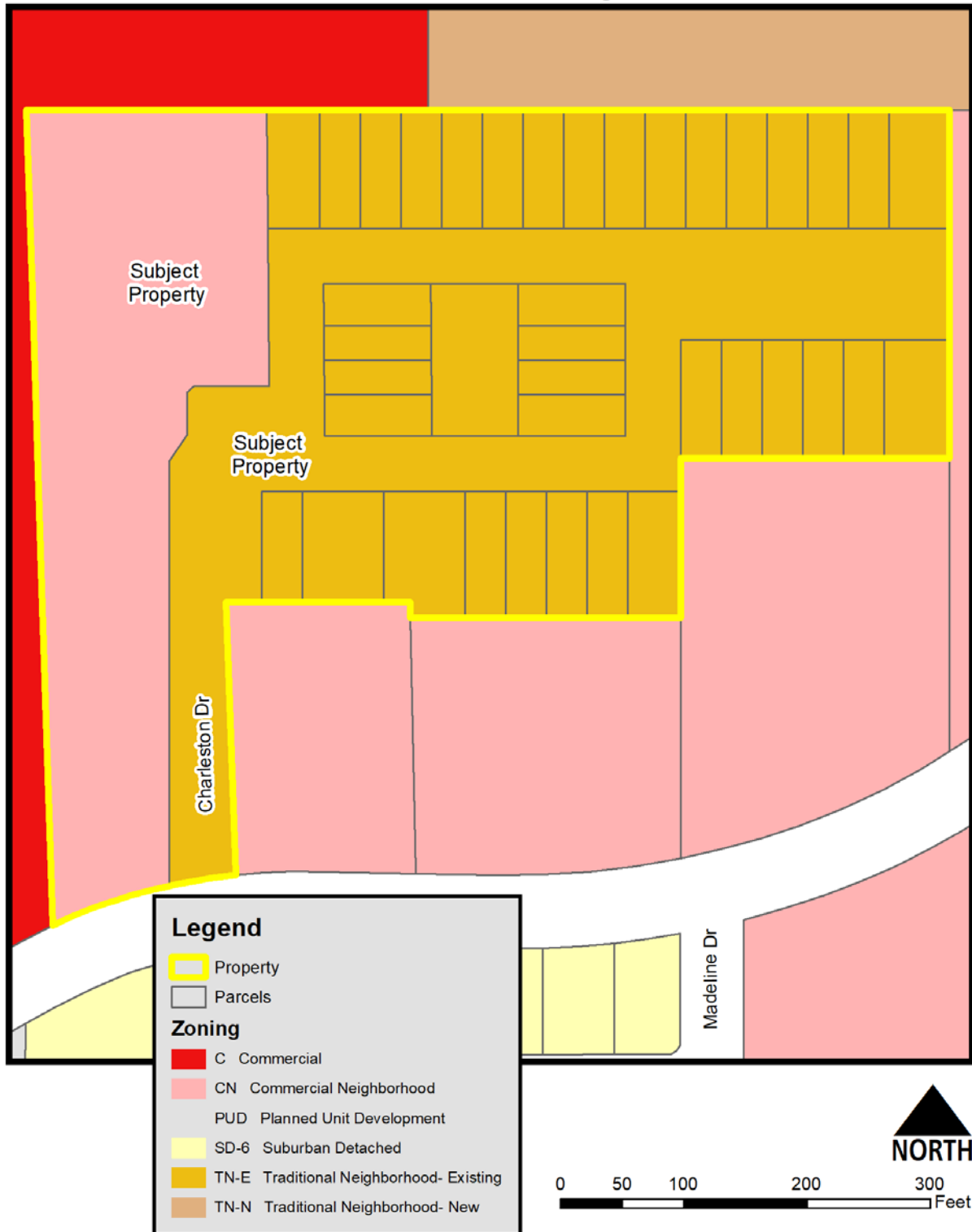


Legend

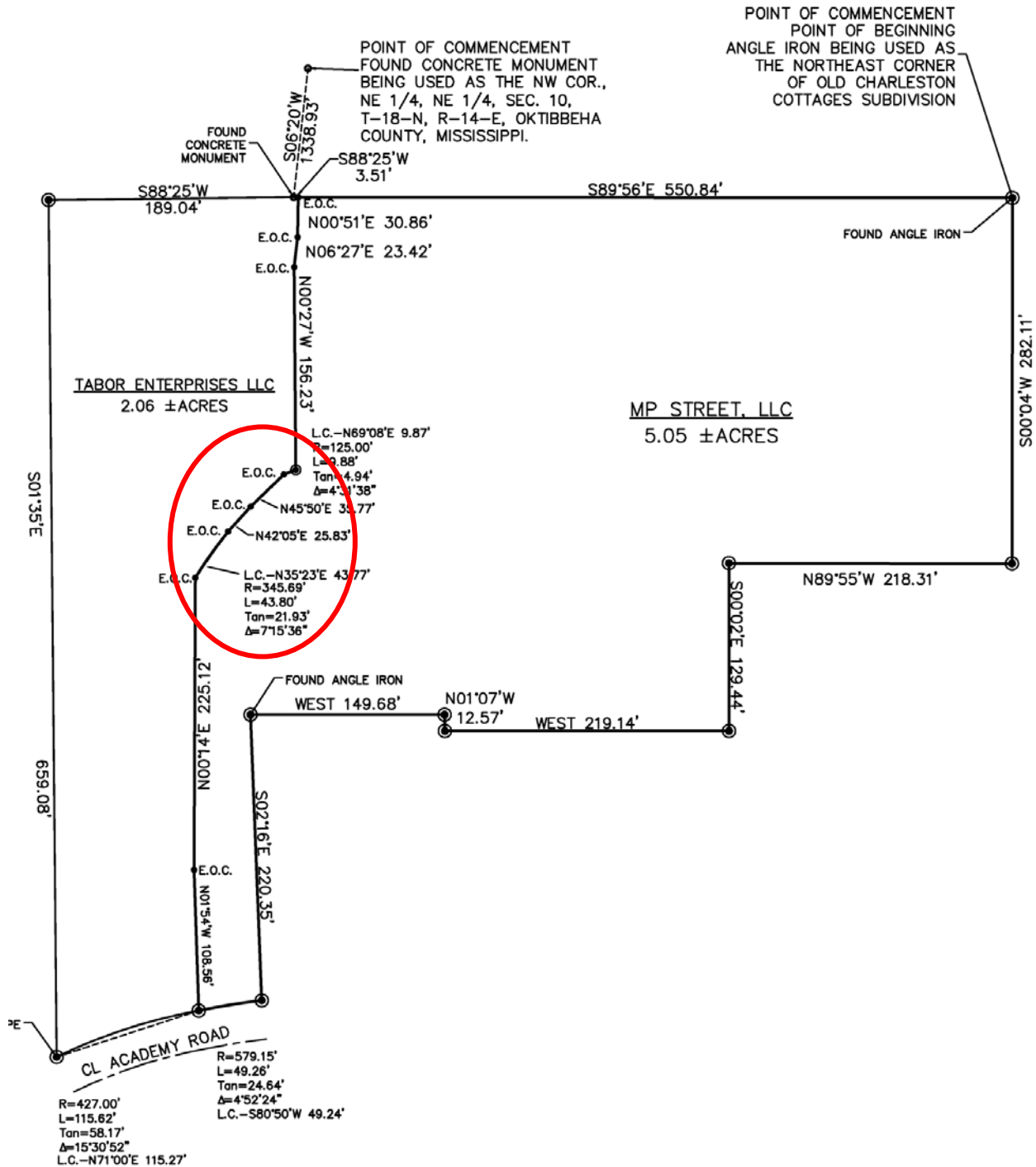
- Property
- Parcels



Attachment 2
FP 22-04 Zoning



Attachment 4- Enlarged Plat





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2022
PAGE: Page 1 of 11

SUBJECT:

Discussion and consideration of FP 22-02 a request for Final Plat approval for “Portico, Phase 2” at the west end of Carriage Lane in a SD-6 zoning district with parcel number 117C-00-036.06

SUMMARY:

The applicant Trey Pace, on behalf of Portico Development, is requesting Final Plat approval for “Portico, Phase 2” subdivision. The Preliminary Plat was approved by the Board of Aldermen on September 18, 2018 with twelve conditions. A Variance from front setbacks was approved by the Board of Aldermen on November 20, 2018. The Development Review Committee approved the infrastructure plan on January 1, 2019. The Final Plat for “Portico, Phase I” was approved by the Board of Aldermen on October 15, 2019 with fifteen conditions. The proposed subdivision has a gross acreage is +/- 6.43 acreage with a total of 51 lots. The proposed gross density is 7.93 units per acre. The applicant has requested to bond all unfinished infrastructure related items in the final plat. City staff has reviewed the request to bond and recommended 2 conditions be placed on the plat.

On March 8, 2022 the Planning and Zoning Commission unanimously recommended the following staff recommended conditions of approval:

1. Items to be completed prior to the first TCO (Temporary Certificate of Occupancy) or CO (Certificate of Occupancy) of any structure in Phase 2. A surety in the amount of 150% of the estimated value of improvements is being held until all items are satisfactorily completed, inspected and approved.
 - a. Street signage and temporary striping
 - b. Pedestrian trail for phase 2 including all necessary grading
 - c. 6' Privacy fence along northern property line of lots 12-26
 - d. Repair of concrete pipe joints
 - e. Modification of grate inlet #15
2. Items to be completed before final acceptance of the infrastructure for both Phases 1 & 2. A surety in the amount of 150% of the estimated value of improvements, except as noted below is being held until all items are satisfactorily completed, inspected and approved.
 - a. Top layer of asphalt (200% of final asphalt layer)
 - b. Final striping
 - c. Landscape buffer along northern property line of lots 12-26 (Install in conjunction with CO for each lot)
 - d. Sidewalk along frontage (Install in conjunction with CO for each lot)
 - e. Common area sidewalk between Lots 35 & 36 (Built in conjunction with the sidewalk poured for those lots)
 - f. Phase 1 & 2 pipe cleaning at the conclusion of the majority of house construction
 - g. Dead end signage and barricade
 - h. Landscaping and grass strip damage near entrance
 - i. Curb damage and ponding area repairs

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 22-02 a request for Final Plat approval for “Portico, Phase 2” with the two recommended conditions.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
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 22-02 a request for Final Plat approval for "Portico, Phase 2" at the west end of Carriage Lane in a SD-6 zoning district with parcel number 117C-00-036.06
Date: March 8, 2022

The purpose of this report is to provide information regarding Final Plat request by Trey Pace of Portico Development for the "Portico, Phase 2" subdivision. Please see attachments 1- 5.

BACKGROUND INFORMATION

- The Preliminary Plat was approved by the Board of Aldermen on September 18, 2018 with twelve conditions.
 1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
 2. The preliminary plat shall meet the minimum requirements for R-3A zoning district dimensions.
 3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
 4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
 5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances.
 6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
 7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
 8. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
 9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
 10. No individual driveway curb cuts allowed on Garrard Road.
 11. Landscape buffer per City Ordinance along northern property line.

12. Six foot solid fence along northern property line adjacent to Southern Crossway property (Parcel #117-26-001.02)
- A Variance from front setbacks was approved by the Board of Aldermen on November 20, 2018.
 - The Development Review Committee approved the infrastructure plan on January 1, 2019.
 - The Final Plat for "Portico, Phase I" was approved by the Board of Aldermen on October 15, 2019 with fifteen conditions

GENERAL INFORMATION

- The proposed subdivision is located at west end of Carriage Lane in a SD-6 zoning district.
- The gross acreage is +/- 6.43 acres with a total of 51 lots. The proposed gross density is 7.93 units per acre.
- All easements and dedications are provided on the final plat.
- The roadways will be dedicated to the City once inspected by City Staff and Approved by the Board of Aldermen.
- Street numbers have been assigned for construction permitting and utility assignments.
- Golden Triangle Planning and Development has reviewed proposed road name and has no issues.
- Electrical service, potable water, and sanitary sewer utility services will be provided by the City.
- Staff has reviewed the proposed covenants and they include sections for common area and storm water facilities maintenance, as well as the City's standard hold-harmless indemnification clause required by the City Attorney.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of final plat approval and required signatures on the final plat. One (1) paper copy, a digital copy as a Portable Document Format (PDF), and AutoCAD file of the approved final plat shall be retained in the Planning Department's files. The final plat shall be filed with the office of the chancery clerk of Oktibbeha County within sixty (60) days or the plat shall be void. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat approval is recommended conditionally, the conditions and reasons therefore shall be stated, and if necessary, the Planning and Zoning Commission or Mayor and Board of Aldermen may require that the subdivider submit a revised final plat.
- If denied by the Planning and Zoning Commission or the Board of Aldermen, the reasons for such action shall be stated, and if possible, recommendations should be made on the basis of which the proposed subdivision could be recommended for approval. A denied final plat may be resubmitted to the Planning and Zoning Commission and the Mayor and Board of Aldermen after the suggested changes have been made.

- 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 on the plat upon certification by the City Clerk that the City has received both of the following:
 - o An executed development agreement for any outstanding improvements between the subdivider and the city to install the required improvements.
 - o An approved form of surety as approved by the City Attorney to complete the improvements and installations for the subdivision shall be in compliance with these rules and regulations. Such surety shall not exceed two hundred percent (200%) of the estimated cost of the improvements.

ZONING DISTRICT INFORMATION

Below is information pertaining to a Single Detached Dwelling Residential Use in a SD-6 zoning district:

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	SD-6
A1 Lot size per unit in sq. ft (min.)	6000 (approved under previous code to min of 5,000sqft)
A2 Lot width (min.)	50'
A3 Lot width at corner (min.)	60' (approved under previous code no min)
B. Principal Building Setbacks	SD-6
B1 Front setback	25' or infill standards (reduced to 10' by variance)
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	25'
B4 Rear setback (min.)	20'
B5 Rear setback adjacent to street or alley (min.)	25'
C. Accessory Dwelling Unit/Structure Setbacks	SD-6
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	25' (reduced to 10' by variance)
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	20'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	SD-6
D1 From primary street	See infill standards
E. Height	SD-6
E1 Principal building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	SD-6
F1 Street-facing primary entrance along street	yes

ANALYSIS

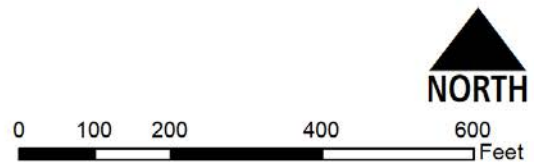
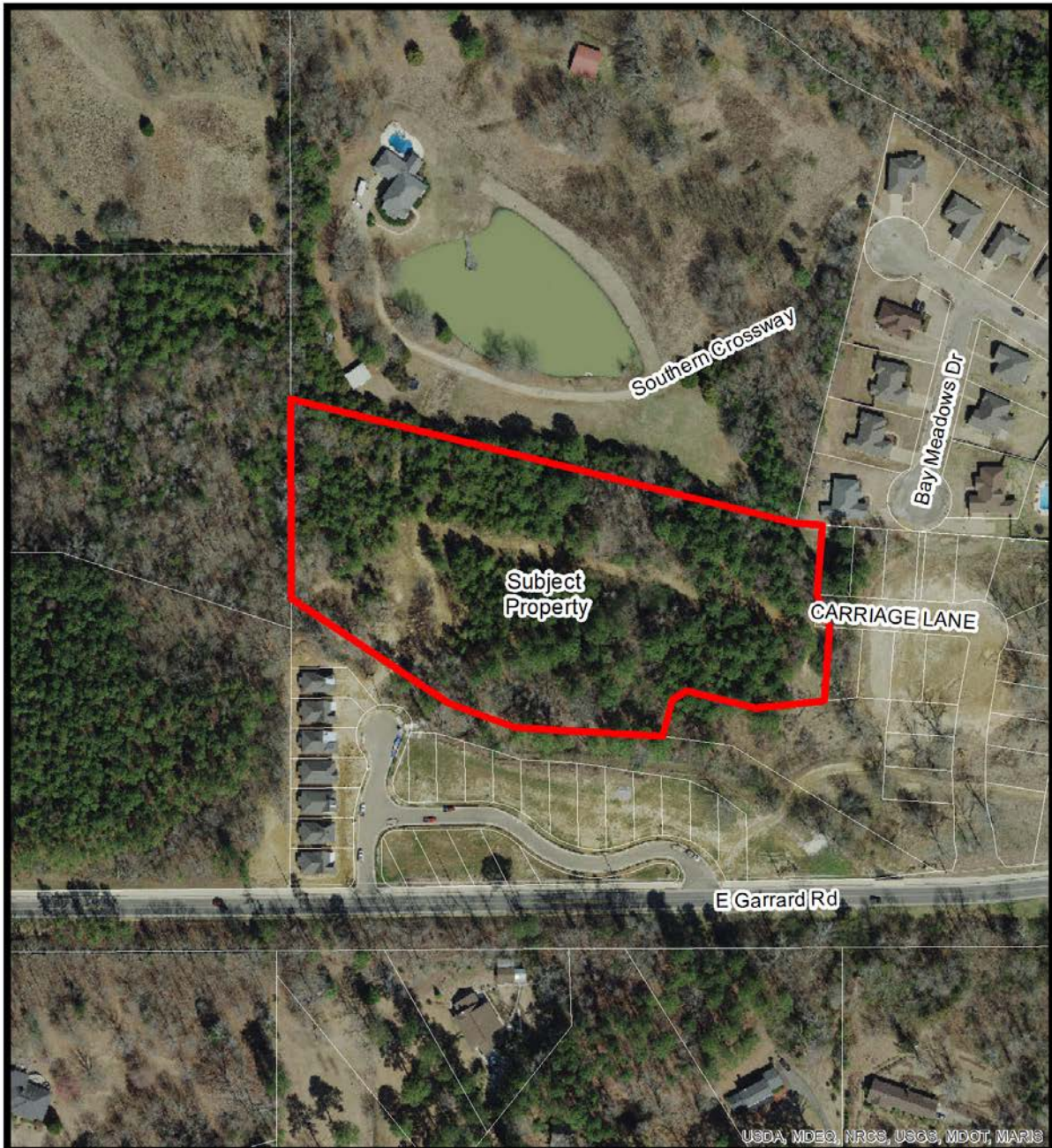
In the opinion of the Planning Department the proposed Final Plat request could meet the criteria for final plat review and approval of Section 3.12.2.C of the UDC.

CONDITIONS OF APPROVAL

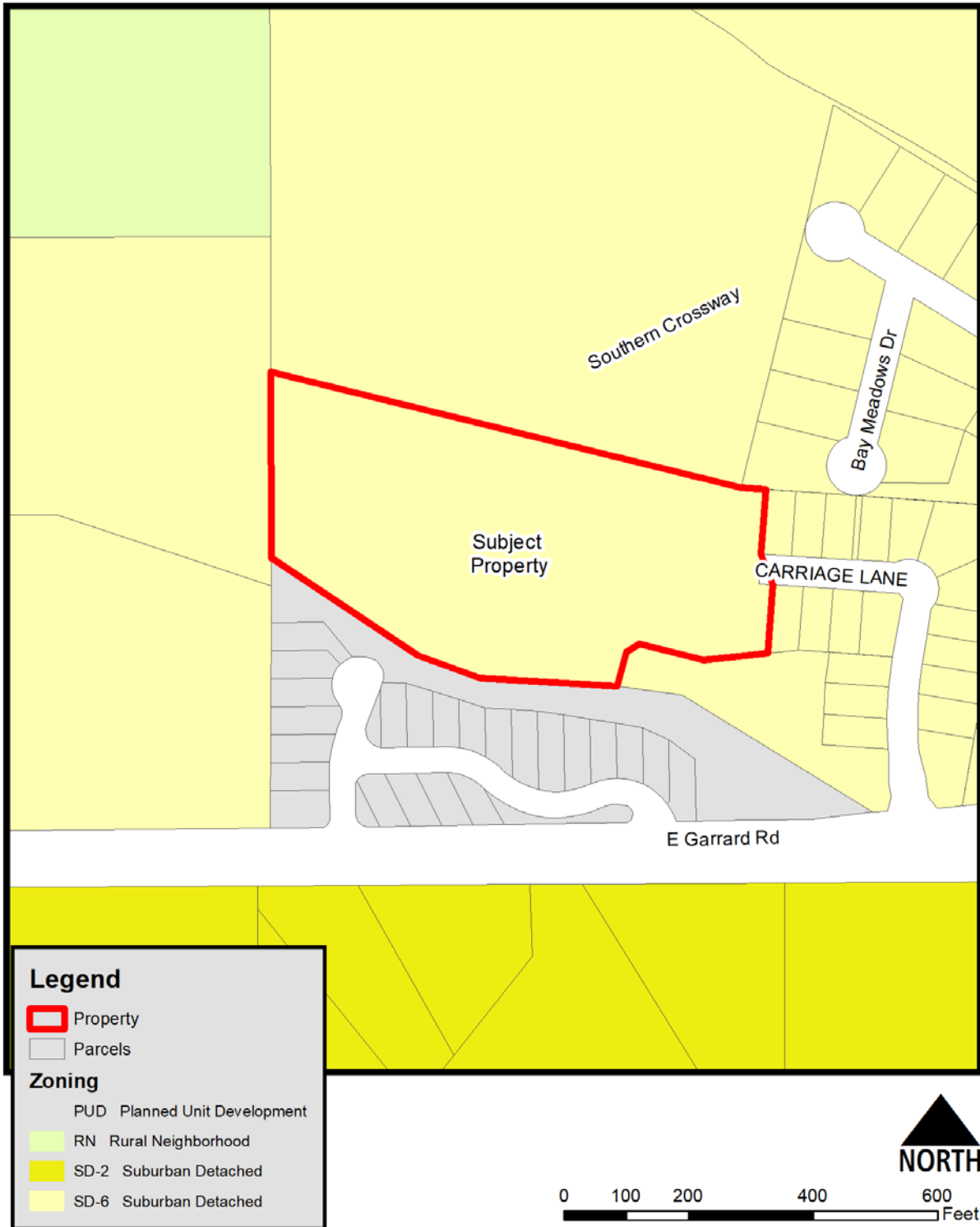
Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision. The following conditions are recommended by City Staff:

1. Items to be completed prior to the first TCO (Temporary Certificate of Occupancy) or CO (Certificate of Occupancy) of any structure in Phase 2. A surety in the amount of 150% of the estimated value of improvements is being held until all items are satisfactorily completed, inspected and approved.
 - a. Street signage and temporary striping
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 - a. Top layer of asphalt (200% of final asphalt layer)
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 - c. Landscape buffer along northern property line of lots 12-26 (Install in conjunction with CO for each lot)
 - d. Sidewalk along frontage (Install in conjunction with CO for each lot)
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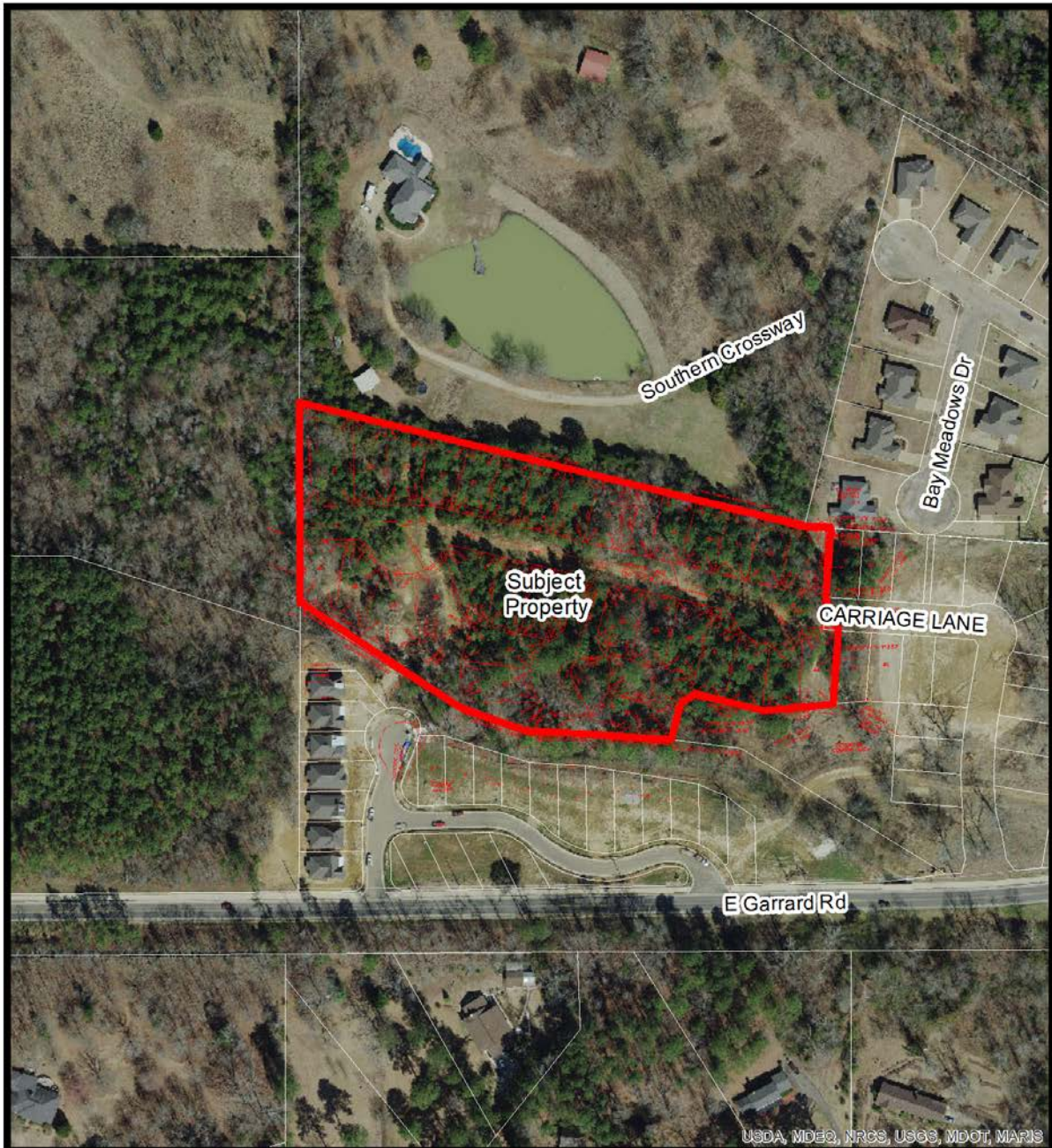
Attachment 1
FP 22-02 Aerial



Attachment 2
FP 22-02 Zoning



Attachment 3
FP 22-02 Plat Overlay



USDA, MDEQ, NRCS, USGS, MDOT, MAP13

Legend

-  Property
-  Parcels

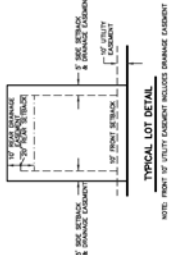
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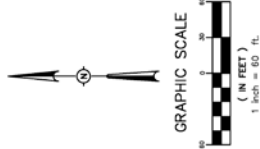
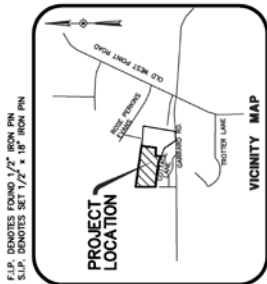
Attachment 4- Final Plat

PORTICO, PHASE 2
SITUATED IN THE
NORTH 1/2 OF SECTION 26
T 19 N - R 14 E, STARKVILLE,
OKTIBBEHA COUNTY, MISSISSIPPI

PLATTED & SURVEYED BY
H D LANG AND ASSOCIATES, INC.
ENGINEERS / LAND SURVEYORS
4099 NORTH STATE STREET
JACKSON, MISSISSIPPI
800 352-4886



- NOTES:
- THIS SUBDIVISION LIES WITHIN THE LIMITS ESTABLISHED BY THE MISSISSIPPI DEPARTMENT OF REVENUE TO THE FIRM MAP NUMBER 280302048 E, EFFECTIVE FEBRUARY 17, 2010.
 - DIMENSIONS ALONG CURVES ARE CHORD DISTANCES.
 - SURVEY CLASSIFICATION "S".
 - ALL DIMENSIONS ARE IN FEET, NORTH REFERENCED TO THE WEST LINE OF PORTICO, PHASE 1.
 - 1/2" x 18" IRON PINS SET AT ALL LOT CORNERS.
 - AREA = 6.43 ACRES, MORE OR LESS.
 - DATE OF FIELD SURVEY: SEPTEMBER 14, 2021.
 - DATE OF PREPARATION OF PLAT: JANUARY 14, 2022.
 - ALL DIMENSIONS AND AREAS TO BE MAINTAINED BY THE HOME OWNERS ASSN.
 - 2020-20-4.



LOT AREAS	
LOT NO.	AREA
1	0.10
2	0.10
3	0.10
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6	0.10
7	0.10
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99	0.10
100	0.10

RIGHT-OF-WAY CURVE DATA	
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1+50.00	100.00
2+00.00	100.00
2+50.00	100.00
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4+00.00	100.00
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46+50.00	100.00
47+00.00	100.00
47+50.00	100.00
48+00.00	100.00
48+50.00	100.00
49+00.00	100.00
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PLATTED & SURVEYED BY
H D LANG AND ASSOCIATES, INC.
ENGINEERS / LAND SURVEYORS
4099 NORTH STATE STREET
JACKSON, MISSISSIPPI
601 362-4886

SURVEYOR'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARVILLE

I, Donald L. McDonald, Professional Surveyor, do hereby certify that at the request of the Undersigned Owner, I have subdivided and platted the following described parcel of land being situated in the North ¼ of Section 26, T9N-R14E in the City of Starville, Oktibbeha County, Mississippi:

Witness my signature this the _____ day of _____, 20____

CERTIFICATE OF ADOPTION
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

Date of Execution

Jason B. Horton,
Professional Engineer #20506

We, the undersigned owners or lien holder of the real estate shown and described herein, do hereby certify that we have held off, platted, and subdivided, and do hereby lay off, plat and subdivide the real estate in accordance with the within plat.

Date of Execution

Notary Public

Pursuant to the subdivision standards of the City of Starkville, Mississippi's Unified Development Code, this document was approved by the Development Review Committee. All of the conditions of approval having been completed, this document is hereby accepted, and this certificate executed under the authority of these regulations.

<u>Date of Execution</u>	<u>Utility Department - Electric</u>
--------------------------	--------------------------------------

CERTIFICATE OF ACCURACY
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Date of Execution

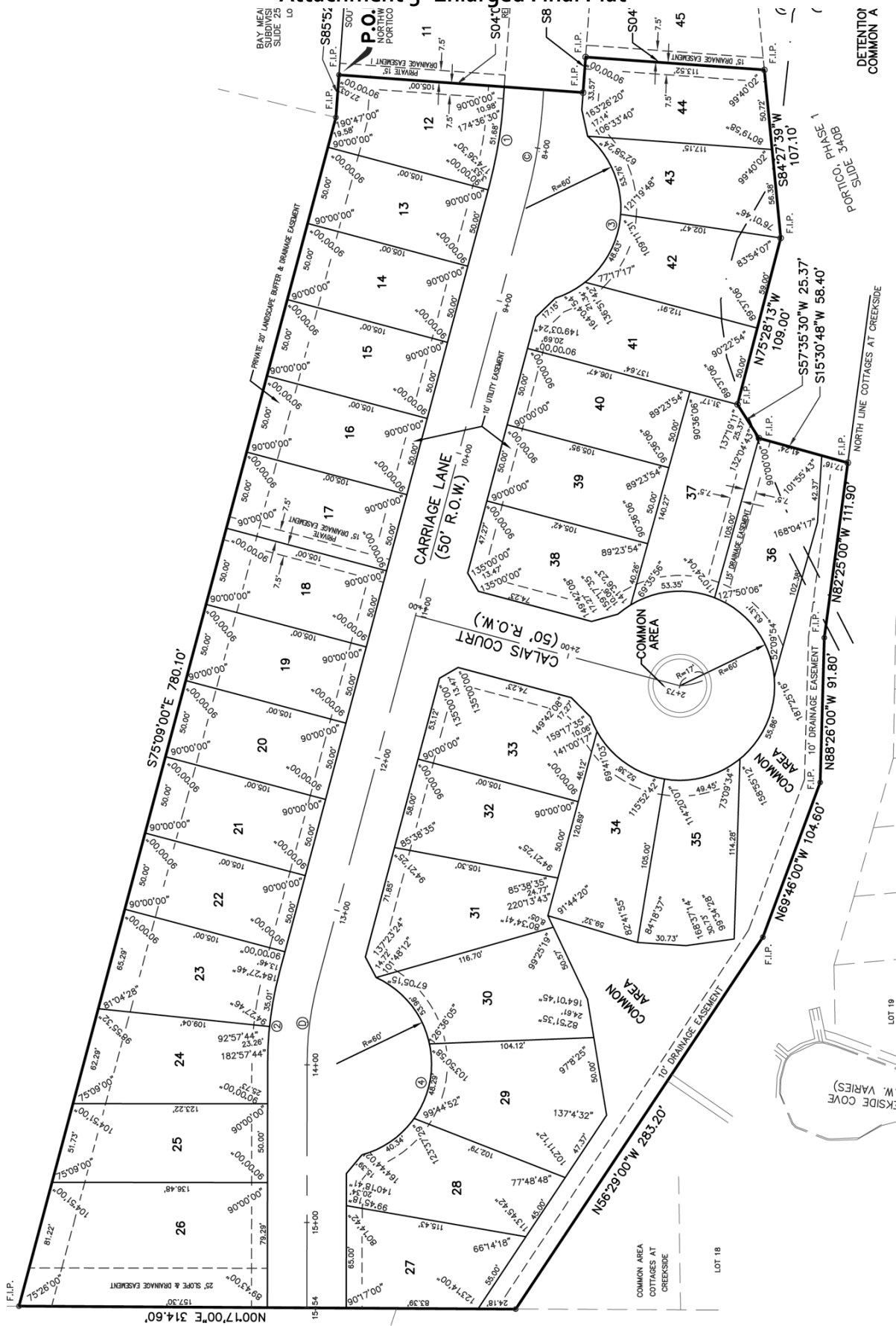
Donald L. McDonald,
Professional Surveyor #2847.

CERTIFICATE OF RECORDING
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This document, Number _____, filed for record
on this the _____ day of _____,
20____.

Sharon Livingston, Chancery Clerk
Ottobbe County, Mississippi

Attachment 5- Enlarged Final Plat





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: March 15, 2022
PAGE: Page 1 of 8

SUBJECT:

Request approval for Assistant City Planner Odie Avery and one Historic Preservation Commissioner to attend the 2-day Meridian Architectural Trust Conference in Meridian, MS on March 31-April 1 at a cost not to exceed \$891.00.

SUMMARY:

Discussion and consideration of the approval for Assistant City Planner Odie Avery and up to one (1) Historic Preservation Member to travel to the Historic Preservation Division of the Mississippi Department of Archives and History's "Meridian Architectural Trust Conference". This meeting, scheduled on March 31 – April 1 2022, will satisfy required continuing education units for City Planners and Historic Preservation members. MDAH requires that the Local CLG (Certified Local Government) Coordinator and one (1) Historic Preservation Commissioner attend a minimum of one (1) MDAH sponsored training event each year.

AMOUNT & SOURCE OF FUNDING

Registration:	\$	150.00
Hotel:	\$	400.00
Perdiem	\$	224.00
Mileage	\$	<u>117.00</u>
	\$	

Total: \$ 891.00

Funding Lines:

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Daniel Havelin

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

Move approval to allow Assistant City Planner Odie Avery and up to one (1) Historic Preservation Commission Member to attend the Mississippi Department of Archives and History's "Meridian Architectural Trust Conference" on March 31 – April 1 in Meridian, MS with advanced payment for travel costs not to exceed \$891.00.

The Meridian Architectural Trust

PRESENTS



CROSSROADS

Meridian's Preservation Map

Meridian is loved by many, and
its future is a major concern for all.
Join the Meridian Architectural Trust
as we present the
Crossroads Conference,
bringing subject matter experts in
the field of historic preservation
to share best practices with us.
Together, our community can create
a map for securing our past while
building our future.



MSU Riley Center
Meridian, Mississippi

Thursday & Friday
March 31 & April 1
2022



Be a part of planning the future of Meridian! Attend the conference and learn from nationally-known preservation experts. Help shape the way our city thinks about its past and its future.

OPPORTUNITIES: SPONSOR | EXHIBIT | ATTEND

PRESENTED BY:
Meridian Architectural Trust
615-516-6846
meridianarchitecturaltrust@gmail.com
meridianarchitecturaltrust.org

SPEAKERS & PANELISTS

ETHIEL GARLINGTON
Executive Director of Historic Macon Foundation
Macon, Georgia

CRAIG HITT
Director of Community Development - Meridian
Meridian, Mississippi

JEROME KITTRELL
Realtor and Developer - Meridian
Meridian, Mississippi

MARK DAVIS, AIA
Architect, Davis Purdy Architects, and
Meridian Architectural Trust
Meridian, Mississippi

DR. RHONDA PHILLIPS
Dean of Honors College of Purdue University
West Lafayette, Indiana

LOLLY RASH
Executive Director of Mississippi Heritage Trust
Jackson, Mississippi

MARY RUFFIN HANBURY
Historic Preservation Expert
Founding Principal of Hanbury Preservation Consulting
Raleigh, North Carolina

DR. CHRISTOPHER S. HUNTER
College of Architecture, Art, and Design at Mississippi State University
Starkville, Mississippi

JUDI HOLIFIELD
Retired Director of Main Street Laurel
Laurel, Mississippi

MIKE GROTE
Director of Building Programs
Alembic Community Development
New Orleans, Louisiana

DAVID PREZIOSI
Executive Director of Preservation Dallas
Dallas, Texas

ELLEN BOURDEAUX
Economic Development Specialist
Mississippi Department of Economic Development
Jackson, Mississippi

LIZ RICE
HistoriCorps Director of Workforce Engagement and Communication
Denver, Colorado

DR. BETH MILLER
Director of College of Design and Professor
Mississippi State University
Starkville, Mississippi

JEFF FULTON
College of Art and Design at Mississippi State University
Starkville, Mississippi

HOST HOTEL
The Threefoot Hotel
a Tribute Portfolio Hotel

MSU RILEY CENTER
2200 5th St., Meridian, MS 39301 | msurileycenter.com



Be part of Meridian's opportunity to come together and learn from professionals with proven success in the field of historic preservation.

DAY 1

The Macon, Georgia Story | ETHIEL GARLINGTON

Ethiel Garlington will share the Macon Story that weaves preservation through the ongoing renaissance of Macon, Georgia. Macon's story, much like towns across the country, is not one of easy wins or single solutions. In fact, programs like industrial based economic development, zoning practices, and inequitable lending are systemic across the country. Macon's recent success was built on strategic, incremental improvements focused on people, not buildings. Ethiel will share research and anecdotes from Macon that are applicable to Meridian.

Our Past is Our Future | CRAIG HITT | JEROME KITTRELL | MARK DAVIS

Fifty years ago, Meridian was a thriving, vibrant city enjoying the fruits of economic prosperity. What happened? Follow along as Craig Hitt, Jerome Kittrell and Mark Davis examine the growth and subsequent decline of Meridian in an effort to chart a path for the future.

Evolving Preservation: Best Practices in Historic Preservation | LOLLY RASH

Lolly Rash will lead us through creating more livable communities through adaptive reuse, cultural heritage, affordable housing, economic development, and the rebirth of genuine neighborhoods.

Icebreaker | PURDUE UNIVERSITY HONORS PROGRAM STUDENTS

This lively group has an icebreaker ready to help you get to know fellow attendees. Sure to be fun!

Making Sense of the Dollars: The Economic Impact of Historic Preservation | MARY RUFFIN HANBURY

How can spending money on old buildings make us stronger financially? Learn from preservation expert Mary Ruffin Hanbury how historic preservation creates a stronger economic proposition for investors, city government and the community.

Adaptive Reuse Tours | TOUR LEADERS : MARK DAVIS, SARAH JOHNSON, ELLEN BOURDEAUX

Join in for lively tours of the MSU Riley Center, The Threefoot Hotel, Meridian and the Threefoot Brewing Company. The Rose Hill Players will be on hand to share captivating stories of people and happenings at each site. Tour leaders will share historic preservation details.

Reception in the Grand Lobby

This sponsored event will be a great time to meet other attendees, share stories and concerns, and have fun!

DAY 2

Improving Racial Equality through Historic Preservation | DR. CHRISTOPHER S. HUNTER

Dr. Chris Hunter will discuss current barriers in communities and how a successful, well-crafted historic preservation effort can benefit everyone.

Trailblazers: Stories of Successful Communities

MODERATOR | JEROME KITTRELL

PANELISTS | JUDI HOLIFIELD | MIKE GROTE | DAVID PREZIOSI

Learn from the amazing stories of the rebirth of communities in this panel discussion featuring top experts from across the South, and ask how Meridian can follow a path to success.

Now We Know What is Possible: How Do We Get Started?

MODERATOR | ELLEN BOURDEAUX

PANELISTS | DR BETH MILLER | LIZ RICE | JEFF FULTON

A refreshing overview of remarkable ways to engage multiple segments of the Meridian community in charting a course for the future will be presented by three very different experts in community engagement.

LUNCHEON

Introduction of the Century Program | SARAH JOHNSON

Introduce Speaker | JOYCE LANE

Speaker | DR RHONDA PHILLIPS

The conference will end on a high note with the energy and enthusiasm of noted historic preservation expert Dr. Rhonda Phillips. Think of her as our GPS as we chart our course for Meridian!



OPPORTUNITIES: SPONSOR | EXHIBIT | ATTEND



**STATE OF MISSISSIPPI
PROCEDURES
FOR THE
CERTIFIED LOCAL GOVERNMENT PROGRAM**

CONTENTS

	INTRODUCTION
I	DEFINITIONS
II	DESCRIPTION AND STATEMENT OF PURPOSE
III	REQUIREMENTS FOR CERTIFICATION
IV	PROCESS FOR CERTIFICATION
V	PROCESS FOR MONITORING AND DECERTIFICATION
VI	CLG PARTICIPATION IN NATIONAL REGISTER PROCESS
VII	TRANSFER OF HISTORIC PRESERVATION FUNDS
VIII	FUNDING PRIORITIES
IX	CRITERIA FOR SELECTION
X	THE ROLE OF THE MDAH/SHPO IN THE CLG PROCESS
XI	APPLICATION TIMETABLE

INTRODUCTION

Since 1966, when Congress established an historic preservation program for the United States, the National Historic Preservation Program has operated as a decentralized partnership between the federal government and the states. The federal government established a program of identification, evaluation, and protection of historic properties which the states, for the most part, implement. The success of the working relationship between the states and the Department of the Interior prompted Congress in 1980 to expand the partnership to provide for participation by local governments. The National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*) contains the statutory basis for the federal-state-local preservation partnership. The federal law directs the State Historic Preservation Officer and the Secretary of the Interior to certify local governments to participate in this partnership and specifies several requirements which the local government must meet. The purpose of this document is to outline how this partnership will be implemented in Mississippi.

I. DEFINITIONS

36 CFR 61 The "Procedures for State, Tribal and Local Government Historic Preservation Programs." 36 CFR 61 incorporates the requirements for state and local historic preservation programs as specified in the National Historic Preservation Act as amended and establishes Federal Regulatory guidance for the process by which eligible and interested local governments will be certified to participate formally in the National Historic Preservation Program.

Certified Local Government As defined by the National Historic Preservation Act, a certified local government is a local government that has been certified to carry out the purposes stated in Section 103 (c) of the National Historic Preservation Act, as amended. Hereinafter referenced "CLG." (alternatively quote Sec 301, 15?)

Historic Preservation Planning a rational, systematic process designed to develop, produce, implement, and revise a historic preservation plan. The planning process typically includes such activities as public participation, gathering and analyzing historic resource information, analyzing preservation needs, identifying goals and objectives, determining strategies for and monitoring goal achievement and identifying the need for and carry out plan revision. The primary purpose of historic preservation planning is to ensure the protection and preservation of valued historic and cultural resources for future generations. The major product of the planning process is the historic preservation plan. Preservation planning is carried out by local, state, tribal, and federal government agencies, as well as by private organizations. The Secretary of the Interior's Standards and Guidelines for Preservation Planning provide technical guidance on analyzing historic and cultural resource information for planning purposes.

Historic Preservation Plan a document that reports the findings and conclusions of the planning process, articulates the vision for the future of historic preservation in the planning area, and identifies goals and objectives for achieving that future. The plan is a tool for guiding decision making and action related to the identification, evaluation, registration, treatment, protection, interpretation, research, and management of historic and cultural resources. In local communities, a preservation plan may be incorporated as an element in the comprehensive or master plan, or it may be a stand-alone document. Occasionally, historic district preservation plans may be prepared to outline detailed preservation and management information tailored specifically for the historic resources in each district. The SHPO is required by 101(b)(3)(C) the National Historic Preservation Act to prepare and

implement a comprehensive statewide historic preservation plan, and requirements are outlined in Chapter 6, Section G of the *Historic Preservation Fund Grants Manual*.

Historic Preservation Fund A fund created by Congress in Section 108 of the Historic Preservation Act to carry out the purpose of the Historic Preservation Act. The historic preservation fund supports a program of matching grants-in-aid to the states for historic preservation programs, as authorized by Section 101 (e) (1) of the National Historic Preservation Act. Hereinafter referenced "HPF."

Historic Preservation Fund Manual The manual that sets forth National Park Service administrative procedures and guidelines for activities concerning the federally related historic preservation programs of the states and local governments. The manual includes guidelines and procedures for the administration of the historic preservation grants-in-aid.

Local Government A city, county, township, municipality, or any other general purpose political subdivision of Mississippi.

Mississippi Department of Archives and History The Mississippi agency charged with the responsibility of protecting and preserving of the state's historic resources. The Director of the Department is also Mississippi's appointed State Historic Preservation Officer (SHPO). The Department's Historic Preservation Division is the State Historic Preservation Office (also known as the SHPO). For the purposes of these regulations, the role and duties of the MDAH and the SHPO are concurrent, and they shall be identified as one unit and shall be abbreviated as MDAH/SHPO.

National Historic Preservation Act of 1966 (as amended (16 U.S.C. 470 *et seq.*)) This Act authorizes the promulgation of regulations for approving state historic preservation programs, certifying local governments and the processes for administering and allocating grants, conducting performance evaluations and establishing guidelines for use and distribution to local governments. Hereinafter referenced the "National Historic Preservation Act."

National Register of Historic Places The national list of districts, buildings, sites, structures, and objects significant in American history, architecture, archaeology, engineering, and culture, promulgated through the states, and maintained by the Secretary of the Interior under authorization of Section 101 (a) (1) (A) of the National Historic Preservation Act, as amended. Hereinafter referenced the "National Register."

Secretary The Secretary of the Interior. Unless otherwise stated in law or regulation, the Secretary of the Interior has delegated the authority and responsibility for administering the National Historic Preservation Program to the National Park Service.

Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" The Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts. The Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" are not codified as program regulations but may be used as a guide by anyone planning work on historic properties. They establish professional standards and provide advice on the preservation and protection of all cultural resources listed on or eligible for the National Register of Historic Places. Hereinafter referenced the "Secretary's Standards."

Subgrantee The agency, institution, organization, or individual to which a subgrant is made by the MDAH/SHPO and which is accountable to MDAH/SHPO for use of the funds provided.

II. DESCRIPTION AND STATEMENT OF PURPOSE

The Certified Local Government Program is designed to promote the preservation of prehistoric and historic sites, structures, objects, buildings, and historic districts by establishing a partnership between the local government and the Mississippi Department of Archives and the Mississippi State Historic Preservation Office (MDAH/SHPO), which seeks to encourage and expand local involvement in preservation issues. Such partnership will help to assure that:

- *historic preservation issues are understood and addressed at the local level and are integrated into the local planning and decision making process at the earliest possible opportunity.
- *local interest and concerns are integrated into the identification, evaluation, nomination, and protection processes of the MDAH/SHPO;
- *information concerning local historic preservation issues is provided to the MDAH/SHPO and to the public;
- *local landmark legislation, including but not limited to a historic preservation ordinance and historic preservation commissions are established in cities where they do not yet exist and are updated, if necessary, in cities where they already exist; and

have a demonstrated interest, competence, knowledge or expertise in historic preservation, which should be identified by information provided to the local government which shall include, but shall not be limited to: educational and volunteer background, attendance at workshops and seminars, and related activities. The local government shall decide, with the assistance of the MDAH/SHPO upon request, which lay persons should be considered for appointment to the Commission.

- b. The local government shall allow three weeks (15 working days) for responses. Any respondents shall provide their professional qualifications as well as information concerning their demonstrated interest, competence, knowledge, or expertise. Such information may include, but is not limited to: education and professional background, volunteer work, attendance at workshops, seminars, and other experience as applicable.
 - c. When the local government has accrued adequate information concerning the qualifications and expertise of individuals who have expressed interest in being appointed to the Commission, it shall decide, with the assistance of the MDAH/SHPO upon request, which individuals, if any, shall be considered for appointment to the Commission.
 - d. Resumes for each member of the Historic Preservation Commission, including, where appropriate, credentials or member expertise in fields related to historic preservation. As noted in Section III (B) (3), the Commission shall consist of members who have demonstrated special interest, experience, knowledge, or expertise in the primary historic preservation related disciplines of architecture, history, architectural history, or archaeology or from secondary historic preservation related disciplines as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields.
4. The commission shall establish its own regular meeting time; however, the first meeting shall be held within thirty (30) days of the adoption of a local historic preservation ordinance and regular meetings shall be scheduled at least once every three (3) months. The chairman or any two (2) members may call a special meeting to consider an urgent matter.
 5. At least one member of the Commission shall attend at least one informational or educational meeting per year. In order to meet this requirement, a meeting shall be recognized by MDAH/SHPO as providing appropriate training pertaining to the work and functions of the Commission or to historic preservation in general. If a commission member(s) attends such meeting as delegated representative(s) of the commission, he shall then present material from the informational or educational meeting at the next regularly scheduled commission meeting.
 6. The Commission shall transmit an annual report of its activities to the MDAH/SHPO. Such reports shall include, at a minimum, the number of case reviews, new designations made, progress on survey activities, revised resumes for commission members, attendance records, and documentation for the education and informational meeting referred to in Section (B) (5), above. Reports shall be submitted within sixty days after the end of the fiscal year for the local government. If the Commission has been established during the preceding fiscal year, the report shall reflect that portion of the year in which they were established.
 7. The Commission shall monitor and report to the MDAH/SHPO any activity in the community affecting any property listed on the National Register of Historic Places; and
 8. Records of proceedings shall be transmitted to the MDAH/SHPO at the same time they are transmitted to the members of the Commission.

STATE OF MISSISSIPPI
CERTIFIED LOCAL GOVERNMENT COORDINATOR AGREEMENT

This agreement between the Mississippi Department of Archives and History, Historic Preservation Division, also known as the State Historic Preservation Office (hereinafter called the SHPO) and the City of Starkville, MS (hereinafter called the Certified Local Government, or CLG) states that Odie J. Avery (Assistant City Planner) shall be designated as the Certified Local Government Coordinator for the City of Starkville, and shall serve as CLG Coordinator from the date of this agreement until such time as a new CLG Coordinator shall be appointed.

The Certified Local Government Coordinator shall be responsible for ensuring that the CLG carries out its duties and responsibilities in accordance with state and local preservation law as well as the *State of Mississippi Procedures for the Certified Local Government Program*. These responsibilities include:

implementation of appropriate state or local legislation for the designation and protection of historic properties;

maintaining a system for a building by building survey and inventory of historic properties that is coordinated with, complementary to, and approved by the State Historic Preservation Office;

ensuring that all inventory material is maintained securely, is accessible to the public, and is periodically updated to reflect changes, alterations, and demolitions;

ensuring that the Historic Preservation Commission exists as authorized under the Mississippi Local Government Historic Preservation Act of 1978 (Chapter 472, Laws of Mississippi, 1978, as amended);

ensuring that a current roster of commission members and their current resumes will be forwarded to the Local Government Assistance Coordinator with the Department annually;

ensuring that vacancies on the Historic Preservation Commission are filled as quickly as possible following the procedure established by the CLG's historic preservation ordinance;

ensuring that the business of the Commission is conducted as required by the local ordinance which created it, that all meetings are open to the public and that careful minutes are kept of all the decisions and actions of the Commission, including the reasons for making these decisions, that copies of these minutes are transmitted to the Department's Local Government Assistance Coordinator at the same time they are transmitted to the members of the Commission, and that copies of the minutes are kept on file and made available to the public in accordance with the provisions of the Public Records Act of the State of Mississippi, Section 25-61-1-17, 1972;

ensuring that at least one member of the Commission attends at least one informational or educational meeting, approved by the Department, per year and that material from this meeting is presented at the next regularly scheduled commission meeting;

ensuring that an annual report of the activities of the Commission is transmitted to the State Historic Preservation Office within sixty days from the end of the CLG's fiscal year, that includes, at a minimum, the number of cases reviewed, new designations made, progress to survey activities, revised resumes for Commission members, attendance records, and documentation for any educational and informational meetings attended by any Commissioners;

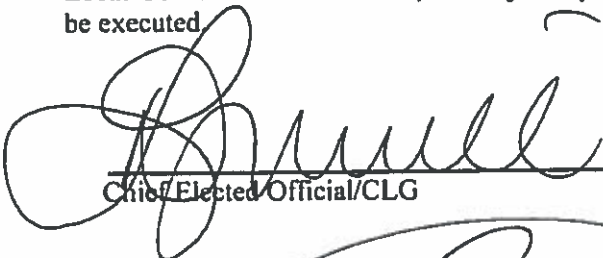
ensuring that the CLG promotes public participation in the nomination of properties to the National Register of Historic Places as outlined in the *State of Mississippi Procedures for the Certified Local Government Program*, Section III, D;

ensuring that the State Historic Preservation Office is informed of any activity affecting any property listed on the National Register of Historic Places;

ensuring that the CLG is in compliance with the Mississippi Antiquities Law (Section 39-7-1) and with Section 106 of the National Historic Preservation Act of 1966 as amended; and

ensuring that all Certified Local Government Pass-through Grant projects are properly and efficiently administrated by providing such records and reports as required by the Local Government Assistance Coordinator.

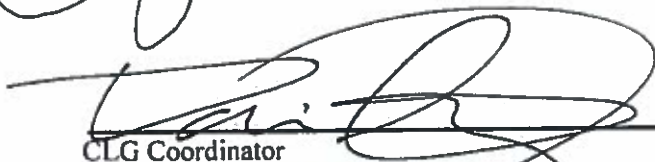
At such time as a new person may be designated to replace Odie J. Avery as the Certified Local Government coordinator, the City will promptly notify the SHPO and a new agreement will be executed.



Chief Elected Official/CLG

10-15-21

Date



CLG Coordinator

10/15/2021

Date



Local Government Assistance Coordinator

10/15/21

Date

Historic Preservation Division
Mississippi Department of Archives and History
State Historic Preservation Office



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2022
PAGE: Page 1 of 3

SUBJECT:

Discussion and Consideration of appointing Carley Dunaway as an 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. On March 1, 2022 the Board of Aldermen reappointed two consultants to new terms leaving one position open. On March 7, 2022 Carley Dunaway requested appointment to the open position of the Architecture Review Board as an Independent Consultant. If appointed, Ms. Dunaway will serve a 2-year term to begin on March 15, 2022. 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 appointing Carley Dunaway to a 2-year term as an Independent Consultants for Architecture Review to end on March 15, 2024.

Attachment 1- Carley Dunaway's Request

3/7/22, 4:20 PM

City Of Starkville Mail - dunawayWILLIAMS Architect - Carley's Resume



Daniel Havelin <d.havelin@cityofstarkville.org>

dunawayWILLIAMS Architect - Carley's Resume

1 message

Carley Dunaway <carley@dunawaywilliams.com>

Mon, Mar 7, 2022 at 8:34 AM

To: d.havelin@cityofstarkville.org

Cc: SCOTT WILLIAMS <scott@dunawaywilliams.com>

Mr. Havelin,

Thank you so much for taking time on Friday to meet with us. I appreciate it so much. Also, I am very excited to hopefully be able to sit on the ARB for the City of Starkville. Starkville is a very special place for me and I am thrilled to be able to give back to my hometown.

Attached is my resume. If you need anything else from me, please let me know. I'm in the office all day and can send it right away.

I look forward to working together.

Best,
Carley Crigler Dunaway, AIA
NCARB

dunawayWILLIAMS
architects

1804 North State Street
Jackson, MS 39202

Phone: 662-617-0689

www.dunawaywilliams.com



 **Carley's Resume_2021.pdf**
1060K



Carley Crigler Dunaway, AIA, NCARB



1804 North State Street
Jackson, Mississippi 39202

carley@dunawaywilliams.com
662.617.0689

Education

Mississippi State University, Starkville, MS
Bachelors of Architecture
May 2011

Experience

dunaway/WILLIAMS Architects, PLLC - Jackson, Mississippi

January 2020 - Present

Ambulatory Surgery Center for Bienville Orthopedic Specialist, LLC
Ocean Springs Hospital - ICU/CCU Door Replacement
Women's Health Associates - Interior Renovations
Cole Facial & Skin Care Clinic
Parker Hannifin - Life Safety / ADA Study and Upgrades
Positive Steps Fertility Clinic - Shreveport, LA
Starkville Pediatric Clinic
New Office for Princeton Financial - Princeton, NJ
Lost Rabbit, Phase III - Madison, MS
Singing River Health System - Gulfport Cafe Renovation
Madison Pain Clinic Interior Renovation - Madison, MS
Dr. Amanda Burke Dental Office - Brandon, MS
Children's Medical Group - Jackson, MS
Anderson Regional Medical Center - Meridian, MS
Liles Dental Clinic
Smoothie King - Starkville, MS
D'Iberville Place at Lost Rabbit - Madison, MS
Advanced Dental - Ridgeland, MS
Trustmark Bank Renovations - Clinton, MS
Ocean Springs Imaging Center - MRI Replacement
English Turn Development - New Orleans, LA

Foil Wyatt Architects - Jackson, Mississippi

June 2010 - January 2020

Mississippi State University - Ulysses S. Grant Presidential Library
University of Mississippi Medical Center
Translational Research Building, Clinical Research Unit, 2 West Patient Room Renovation
South Central Regional Medical Center - Expansion and Addition of Medical Office Building
Emergency Room Expansion, Wellness Center, OBGYN Clinic, Pediatric Clinic, Urology Clinic, Surgery Clinic,
Orthopedic Clinic, Dermatology Connection
Purdue University - Large Animal and Equine Veterinary Complex
Tuskegee University - Large and Small Animal Teaching Hospital
Lauren Rogers Museum of Art, Laurel Mississippi
Auburn University - Wards I & II
Murray State University - Animal Diagnostic Lab

Licenses, Organizations & Awards

Member of the American Institute of Architects
National Council of Architecture Accreditation Board, 2011
Licensed Architect - Mississippi 2016

Board member of Delta Lambda of Delta Gamma House Corporation
Board member and VP Foundation of Jackson Area Delta Gamma Alumni Board



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2022
PAGE: Page 1 of 7

SUBJECT:

Discussion and Consideration of one candidate for potential appointment for a vacancy on the Historic Preservation Commission.

SUMMARY:

There is one current vacancy on the Historic Preservation Commission. One letter of interest has been received. Dr. Shawn Lambert has requested, and is eligible for appointment. The appointment is for a 3-year term ending March 15, 2025.

Below are the Terms of Office for Historic Preservation Commission in Section 2.4.5 of the Unified Development Code:

2.4.5. Terms of office. All appointments shall be for a period of three (3) years. All members are eligible for reappointment.

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 appointing Dr. Shawn Lambert to the Historic Preservation Commission with a 3-year term expiring on March 15, 2025.



MISSISSIPPI STATE UNIVERSITY™
DEPARTMENT OF ANTHROPOLOGY
AND MIDDLE EASTERN CULTURES

Dear Starkville Historic Preservation Commission Committee,

My name is Shawn Lambert, and I am currently an assistant professor in anthropology at Mississippi State University. I would be honored to serve as a member of the Historic Preservation Commission. I think my experiences as a prehistoric and historic archaeologist would complement your already talented, experienced, and diverse committee. The Commission's dictum to "preserve, enhance, and perpetuate those aspects of [Starkville that have] historical, cultural, architectural, and archaeological merit" are qualities that I aspire to do in my own research. For example, some of the ongoing projects that I have developed with a research team is the preservation of African American archaeological sites and cemeteries throughout Mississippi, including several sites in Starkville. Recently, my research team and I submitted a \$150,000 National Endowment of the Humanities grant to hire a post-doctoral researcher to nominate Mississippi's Freedom Summer sites to the National Register of Historic Places and to develop the first ever interactive story map of all 107 Freedom Summer sites in Mississippi. Being a part of this commission will expand my knowledge of important historic and cultural sites of the state and strengthen my desire to continue to protect them and other resources in Starkville and beyond. Thank you for your time and consideration. Please do not hesitate to contact me with any questions or concerns.

Respectfully,

Shawn Lambert
Assistant Professor
Anthropology and Middle Eastern Cultures
Mississippi State University
Email: sl2042@msstate.edu
Phone: (405) 905-9511



CURRICULUM VITAE

Shawn Patrick Lambert

**Address:**

Department of Heritage and Arts
Division of State History
300 S. Rio Grande St.
Salt Lake City, UT 84101

Email:

slambert1@utah.gov

Home Phone:

(405) 905-9511

Education:

- 2017 University of Oklahoma, Norman
Ph.D. in Anthropology, concentration in Southeastern Archaeology
Dissertation Title: *Alternate Pathways to Ritual Power: A Provenance and Stylistic Study of Formative Caddo Vessels* – funded by the National Science Foundation & Nancy L. Mergler Dissertation Completion Fellowship
- 2013 University of Oklahoma, Norman
M.A. Anthropology, concentration in Southeastern Archaeology
Thesis Title: *Post-Removal Choctaw Chiefs and Commoners: Value, Memory, and Social Inequality Expressed between the Ceramic Assemblage of 34MC544 and 34MC399*
- 2011 University of Alabama, Tuscaloosa
B.A. Anthropology, concentration in Southeastern Archaeology
Minor: Art History
Honors Thesis Title: *Identifying Swift Creek Paddle Matches as a Proxy to Understand the Movement of People and Objects*

Research Interests:

Southeastern archaeology, origins and development of Woodland and Mississippian societies, crafting, identity, communities of practice, identity, memory, ceramic analysis, iconography, compositional analysis (INNA & XRF), public archaeology, quantitative analysis

Related Work Experience:

- 2018 - Present Utah State Public Archaeologist,
Utah Division of State History, Salt Lake City, UT
- 2017-2018 Principal Investigator
Algonquin Consultants, Inc. Norman, OK
- 2015-2017 Graduate Instructor, University of Oklahoma, Norman, OK
- 2013-2015 Staff Archaeologist, Oklahoma Archeological Survey, Norman, OK
- 2012-2013 Graduate Instructor, University of Oklahoma, Norman, OK
- 2013 Graduate Teaching Assistant, University of Oklahoma, Norman, OK
- 2011-2013 Staff Archaeologist, Oklahoma Archeological Survey, Norman, OK
- 2008-2011 Lab Analyst/Field Technician, Panamerican Consultants, Inc. Tuscaloosa, AL

Academic Scholarships, Grants, and Awards:

2018	Great Basin Anthropological Conference Poster Competition (1 st Place) for <i>Making Sense of Archaeology: Learning with Independence</i>
2018	STEM Action Center Underrepresented Communities Grant (\$20,000) for the development of an archaeological exhibit for people with diminished vision.
2017	Southeastern Archaeological Conference Student Paper Competition Award (runner-up) for <i>Alternate Pathways to Ritual Power: A Provenance and Stylistic Study of Formative Caddo Vessels</i>
2017	Oklahoma Public Archaeology Network (OKPAN) Scholarship (\$800)
2017	Oklahoma Public Archaeology Network (OKPAN) Poster Competition Award (\$250)
2017	Nancy L. Mergler Dissertation Completion Fellowship Award (\$15,000)
2017	National Science Foundation Dissertation Improvement Grant (\$23,493)
2017	National Science Foundation Subsidy Award for Instrumental Neutron Activation Analysis (INAA) (\$15,840)
2011-2016	Graduate Student Senate Travel Grants (\$2,540)
2011-2016	College of Arts and Science Travel Assistant Program Grants (\$1,500)
2011-2016	Rain Vehik Award Travel Grants (\$1,000)
2013	Graduate Student Senate Research Grant for X-Ray Fluorescence Spectrometry (XRF) (\$750)

Publications:

In Prep.	Lambert, Shawn P. Formative Caddo Finewares and their Place within the Mississippian Ideological Interaction Sphere. <i>Caddo Archaeology Journal</i> .
In Prep.	Lambert, Shawn P. Remembering a Celebrated Past: Ceramic and Culinary Continuity among the Post-Removal Choctaw. <i>Historical Archaeology</i> .
Under Review	Lambert, Shawn P. A Provenance and Stylistic Study of Formative Caddo Vessels: Implications for Specialized Craft Production and Long-Distance Exchange. In <i>Ancestral Caddo Ceramic Traditions</i> , edited by Duncan P. McKinnon, Jeffery S. Girard, and Timothy K. Pertulla. Louisiana State University Press, Baton Rouge.
Under Review	Lambert, Shawn P. Locally-Made or Portable Heirlooms?: XRF Source Analysis of Post-Removal Choctaw Ceramics from Oklahoma and Mississippi. <i>Historical Archaeology</i> .
Under Review	Lambert, Shawn P. Rediscovering the Lost Art of Spiro: WPA Artifact Illustrations and their Research Value. In <i>Visions of Other Worlds: Ideological and Ritual Functions of Mississippian Symbols</i> , edited by Kevin Smith. University of Florida Press, Gainesville.
2018	Lambert, Shawn P. Addressing the Cosmological Significance of a Pot: A Search for Cosmological Structure in Craig Mound. <i>Caddo Archaeology Journal</i> 38.
2017	Lambert, Shawn P. Ceramic Production and Distribution during the Formative Caddo Period: A Stylistic Investigation of the Arkansas River Valley, <i>Caddo Archaeology Journal</i> 37.
2016	Afenderas, Dean, Shawn P. Lambert, and Jason Zan. Archaeological Investigation at the 19th Century Wichita School House (34CD652), Caddo County, Oklahoma. Technical Report submitted to the Wichita and Affiliated Tribes of Oklahoma, Anadarko, Oklahoma.

Professional Papers (* invited):

- 2018* Understanding the Relationship between the Static and Dynamic in Caddo Iconography. To be presented at the Southeastern Archaeological Conference, Augusta, GA, in the symposium "Implementing and Assessing Iconographic Methods and Theories."
- 2018* Making SENSE of Archaeology: Developing Curriculum and Multi-Sensory Experiences for the Visually Impaired. To be presented at the Plains Anthropological Conference Meeting, San Antonio, TX, in the symposium "A Public Archaeology PANdemic? An introduction to the Florida, Oklahoma, Texas & Utah Public Archaeology Networks."
- 2018* A Provenance and Stylistic Study of Formative Caddo Vessels: Implications for Specialized Ritual Craft Production and Long-Distance Exchange. Presented at the Society of American Archaeology Conference.
- 2017 A Provenance and Stylistic Study of Formative Caddo Vessels: Implications for Specialized Ritual Craft Production and Long-Distance Exchange. Presented at the Southeastern Archaeological Conference (runner-up in student paper competition).
- 2017* A Provenance and Stylistic Study of Spiro's Earliest Fineware Pottery. Presented at the Chickasaw Cultural Center Cultural Conference, in the symposium "Native Peoples and Archaeological Collaboration."
- 2017* Museums and Indigenous Communities: The Process and Results of Reintroducing Pottery Production to the Wichita People. Presented at the Oklahoma Museum Association Annual Conference.
- 2017 Ceramic Production and Distribution during the Formative Caddo Period: A Stylistic and Provenance Investigation of the Arkansas River Valley. Presented at the East Texas Archaeological Conference, Tyler, TX.
- 2016* Addressing the Cosmological Significance of a Pot: A Search for Cosmological Structure in the Craig Mound. Presented at Southeastern Archaeological Conference in Athens, GA in the symposium, "Exploring the Edges of the Caddo World: The Mississippian World as Viewed from the Caddo Archaeological Area."
- 2016 Addressing the Cosmological Significance of a Pot: A Search for Cosmological Structure in the Craig Mound. Presented at the Caddo Conference in Nacogdoches, TX.
- 2015 Locally-Made or Portable Heirlooms?: XRF Source Analysis of Post-Removal Choctaw Ceramics from Southeastern Oklahoma. Presented at Southeastern Archaeological Conference in Nashville, TN.
- 2015 Discovered WPA Illustrations from the Spiro Mounds: Indigenous Archaeology and Attributing the Forgotten Artists. Presented at the Caddo Conference in Arkadelphia, AR.
- 2014* Remembering a Celebrated Past: Ceramic and Culinary Continuity among the Post-Removal Choctaw. Presented at the Southeastern Archaeological Conference in Greenville, SC in the symposium, "Historic Tribes of Mississippi and Alabama: Recent Developments in Chickasaw and Choctaw Archaeology."
- 2014 WPA Artifact Illustrations and their Iconographic Research Value. Presented at the Plains Archaeological Conference.
- 2014* Revealing Spiro's Lost Artifacts: The Research Value of WPA Artifact Illustrations from the Craig Mound. Presented at the Society of American Archaeology Conference in Austin, TX, in the symposium, "Visions of Other Worlds: Ideological and Ritual Functions of Mississippian Symbols."

- 2012 The Socioeconomic Differences between Post-Removal Choctaw Chiefs and Choctaw Commoners in Southeastern Oklahoma. Presented at the Southeastern Archaeological Conference in Baton Rouge, LA.
- 2011 Socioeconomic Interaction between two Swift Creek Sites in Western Georgia. Presented at the Southeastern Archaeological Conference in Jacksonville, FL.
- 2011 Illustrating important Variables in Early Archaic Gulf Coastal Plain Projectile Point Classification. Presented at the Society for American Archaeology in Sacramento, CA.
- 2010 Stippled Drawings: A Guide to their Execution and Application in Archaeological Reporting. Presented at the Southeastern Archaeological Conference in Lexington, KY.
- 2009 Techniques for Drawing Renditions of Projectile Points, Pottery, and Other Artifacts for Different Southeastern Archaeological Time Periods. Presented at the Southeastern Archaeological Conference in Mobile, AL.

Other Contributions:

- 2017 Organizer for the 2017 Southeastern Archaeological Conference in Tulsa, Oklahoma
- 2017 Panel Discussion (Lead Organizer) for the “Many Pathways to Stewardship: Establishing Interdisciplinary Relationships through Collaborative Discussion.” Presented at the Southeastern Archaeological Conference in Tulsa, Oklahoma

Published Archaeological Illustrations:

- 2018 Regnier, Amanda L., Scott W. Hammerstedt, and Sheila Bobalik Savage. *Arkansas Drainage Ritual, Mound Building, and Relief Archaeology in Eastern Oklahoma*. University of Alabama Press, Tuscaloosa.
- 2017 Pitblado, Bonnie L. The Role of the Rocky Mountains in the Peopling of North America. *Quaternary International*.
- 2016 Davis, Jera R. Crafting Moundville Palettes. In *Rethinking Moundville and Its Hinterlands*, edited by Vincas Steponaitis and Margaret Scarry, pp. 255-267. University of Florida Press, Gainesville.
- 2014 Regnier, Amanda. Reconstructing Tascalusa’s Chiefdom: Pottery Styles and the Social Composition of Late Mississippian Communities along the Alabama River. University of Alabama Press, Tuscaloosa.

Field Experience:

- 2019 (in prep) Principal Investigator, Fort Douglas Public Archaeology Excavation, Salt Lake City, UT – ground truthing magnetic anomalies suspected of being a Civil War era armory building.
- 2018 (Fall) Principal Investigator, CRM Phase I Project – shovel testing and pedestrian survey 600 acres for possible archaeological materials (Algonquin Consultants, Inc.).
- 2018 (summer) Principal Investigator, Fort Douglas Archaeology Project, Salt Lake City, UT – Public Archaeology/CRM exaction of Civil War era barracks.
- 2015 (summer) Staff Archaeologist, Fort Wichita Public Archaeology project, Durant, OK – excavated a Civil War era structure suspected to be a Blacksmith workshop (directed by Amanda Regnier, Oklahoma Archeological Survey).
- 2014 (summer) Field Supervisor, Spiro Plaza Project, Spiro, OK – testing ground truthing anomalies suspected of being ephemeral prehistoric buildings (directed by Patrick Livingood, Amanda Regnier, and Scott Hammerstedt, University of Oklahoma)

- 2014 (summer) Field Supervisor, Phase III Mitigation of a late archaic village site, Rogers, AR (Panamerican Consultants Inc., Memphis, TN).
- 2010 (summer) Staff Archaeologist, Graveline Mound Archaeological Project, Gautier, Mississippi (Directed by Lauren Downs and John Blitz, University of Alabama) – Late-Middle Woodland platform mound on the Mississippi Gulf Coast.
- 2008-2011 Field Technician, Tuscaloosa, AL, Conducted Phase I – III mitigations on Paleo, Archaic, Woodland, Mississippian, and historic period sites in Mississippi, Alabama, Georgia, Florida, and Tennessee (Panamerican Consultants Inc.).
- 2007 Field School, Moundville Archaeological Park, Moundville, AL (Directed by John Blitz, University of Alabama).

Teaching Experience:

- 2017 (spring) Instructor, ANTH 1413 – Great Discoveries in Archaeology (developed syllabus and overall course structure, and administered all grades).
- 2016 (fall) Instructor, ANTH 1413 – Great Discoveries in Archaeology (developed syllabus and overall course structure, and administered all grades).
- 2016 (spring) Instructor, ANTH 1113 – General Anthropology (developed syllabus and overall course structure, and administered all grades).
- 2015 (fall) Instructor, ANTH 1113 – General Anthropology (developed syllabus and overall course structure, and administered all grades).
- 2015 (spring) Instructor, ANTH 2113 – Introduction to Archaeology (developed syllabus and overall course structure, and administered all grades).
- 2012-2013 Teaching Assistant, University of Oklahoma
- Fall 2012: ANTH 1413 – Great Discoveries in Archaeology
 - Fall 2012: ANTH 2613 – Native Peoples of North America
 - Spring 2013: ANTH 1413 – Great Discoveries in Archaeology
 - Spring 2013: ANTH 2613 – Native Peoples of North America

Professional Memberships:

Southeastern Archaeological Conference
 Society of American Archaeology
 Caddo Archaeology
 Plains Anthropological Conference
 Great Basin Archaeological Conference
 East Texas Archaeological Conference
 National Association of State Archaeologists (NASA)
 Registered Professional Archaeologists

Special Skills and Training:

Archaeological ceramics	Remote Sensing
Iconographic analysis	GIS applications
Field methods	3D modeling with photogrammetry and laser scanning
Elemental analysis	3D printing technologies
Public outreach	Certified Project Archaeology master teacher
Exhibit development and construction	Certified scientific/archaeological illustrator



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 03.15.2022
PAGE: 1

SUBJECT: Consideration of accepting the ROW easement from Mississippi State University for the maintenance of Adkerson Way.

AMOUNT & SOURCE OF FUNDING

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

The right of way property was deeded to MSU and MDOT funded the roadway extension project which completes the full extension from University Drive to Collegeview Drive.

The roadway has been fully completed, inspected and approved by the City Departments. In order to provide long term maintenance, MSU is proposing to deed a right of way easement to the City of Starkville. This will be a City Street and incorporated into our City Street Map.

Attached is a copy of the deed and exhibit.

A full copy of the construction plans can be provided at City Hall.

SUGGESTED MOTION: Move for approval to accept the ROW easement from Mississippi State University for the maintenance of Adkerson Way.

Prepared by:

The City of Starkville
110 West Main Street
Starkville, MS 39759
(662) 323-2525

Return to:

Edward C. Kemp
110 West Main Street
Starkville, MS 39759
(662) 323-2525

INDEXING INSTRUCTIONS:

43,294.1 square feet, more or less, being located and a part of Lot 36, Block 28, City of Starkville, Oktibbeha County, Mississippi. Tax Parcel #117N-00-006.01

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Grant of Right-of-Way

For the sum of One and no/100 (\$1.00) Dollar cash in hand paid and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned **Grantor, Mississippi State University of Agriculture and Applied Science**, does hereby grant to the **Grantee, the City of Starkville, Mississippi, its successors or assigns**, permanent rights-of-way, over under and across Grantor's real property situated in the County of Oktibbeha, State of Mississippi, and more particularly described as follows:

Being part of Lot 36 of Block 28 of the A.L. Goodman Official Map of the City of Starkville as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC found in Deed Book 2019 at Page 8828-8831 on file in the Chancery Clerk's Office of Oktibbeha County, Mississippi and being more particularly described as follows, to wit:

Commencing at a concrete monument with brass disk stamped "28" found at the Northwest corner of Lot 31 of said Block 28 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run North 00 degrees 04 minutes West for a distance of 451.7 feet to a MSU angle iron found on the South right of way of College View Drive; thence South 68 degrees 45 minutes East along said South right of way for a distance of 54.9 feet to the beginning of a curve to the right having a radius of 2838.2 feet and being subtended by a chord bearing of South 69 degrees 08 minutes East for a distance of 52.3 feet; thence along said curve and South right of way for an arc length of 52.3 feet to a punch mark set in a concrete sidewalk; thence South 00 degrees 04 minutes East leaving said South right of way for a distance of 414.3 feet to a one half inch iron pin set; thence North 89 degrees 21 minutes West for a distance of 100.0 feet to the POINT OF BEGINNING. Said parcel being part of Lot 36 of Block 28 of the A.L. Goodman Official Map of the City of Starkville as platted and contains 43,294.1 square feet, plus or minus.

The location of the right-of-way is known to, and agreed to by Grantor.

Grantor fully understands that they have the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby waives their right to just compensation and donates the real property herein described to the **City of Starkville, Mississippi**. Grantor further understands that they have the right to request that a fair market value appraisal of the property be made and they hereby waive that right.

WITNESS THE EXECUTION hereof by the above named Grantor on this the _____ day of _____, A.D., 2021.

Mississippi State University of Agriculture and Applied Science

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority at law in and for the state and county aforesaid, **Mississippi State University of Agriculture and Applied Science**, who acknowledged that they executed and delivered the above and foregoing grant of right-of-way on the date therein stated as her voluntary act and deed for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, A.D., 2021.

NOTARY PUBLIC

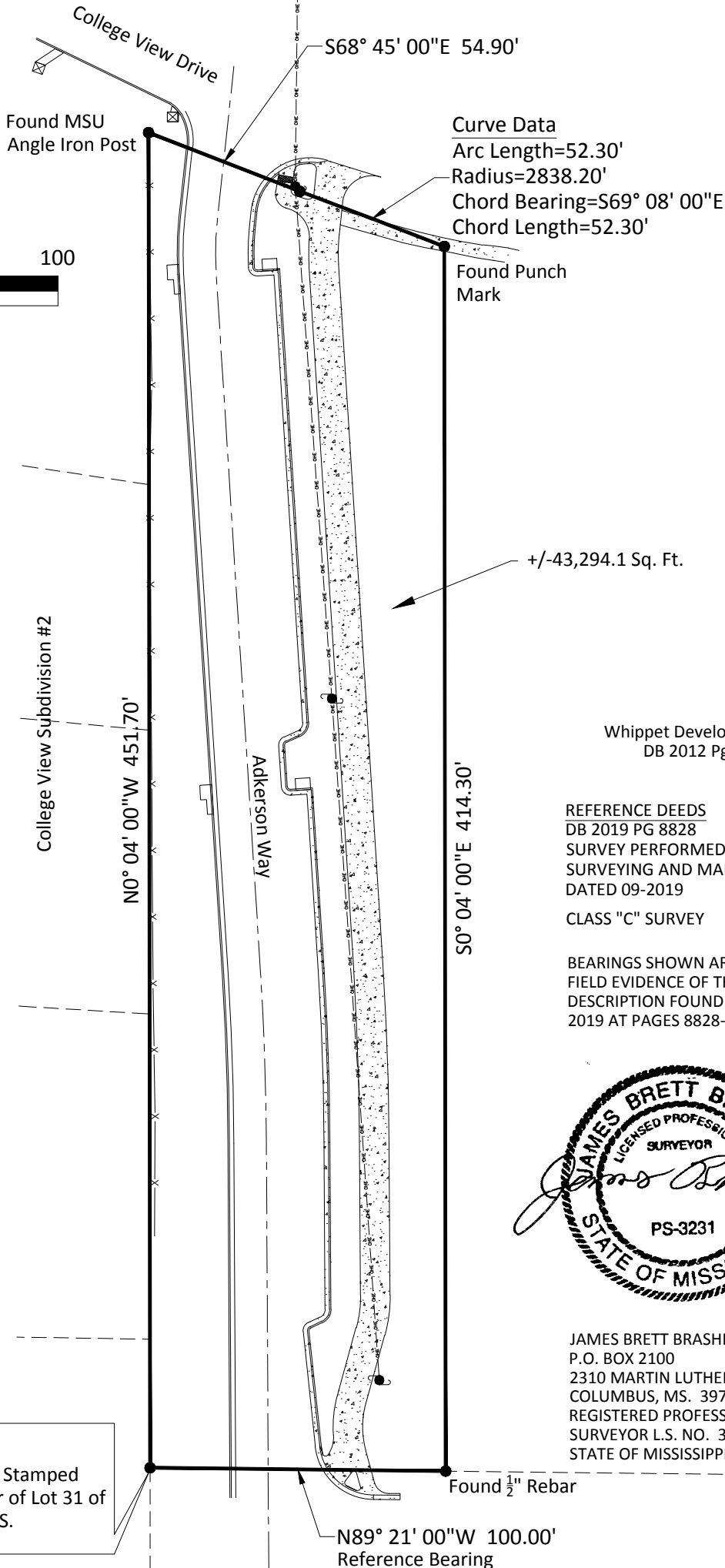
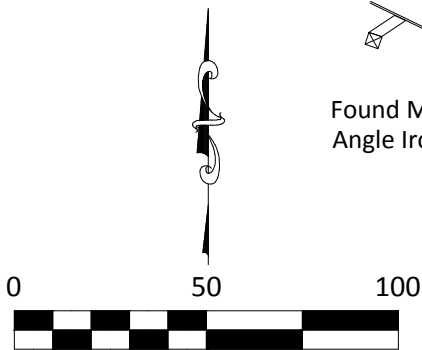
MY COMMISSION EXPIRES: _____

GRANTOR:

Mississippi State University of
Agriculture and Applied Science
195 Lee Blvd., YMCA Building, Suite 350
Mississippi State, MS 39762
(662) 325-6601

GRANTEE:

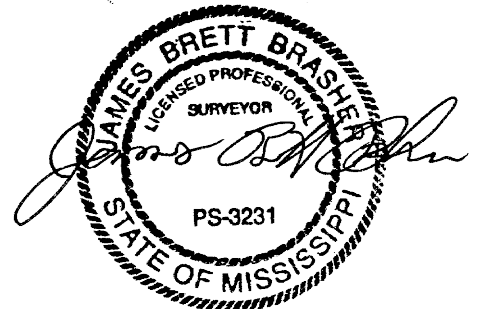
City of Starkville
110 West Main Street
Starkville, MS 39759
(662) 323-2525



Whippet Development, LLC
DB 2012 Pg 4111

REFERENCE DEEDS
DB 2019 PG 8828
SURVEY PERFORMED BY PEPPER
SURVEYING AND MAPPING, LLC
DATED 09-2019
CLASS "C" SURVEY

BEARINGS SHOWN ARE BASED ON
FIELD EVIDENCE OF THE
DESCRIPTION FOUND IN DEED BOOK
2019 AT PAGES 8828-8831



JAMES BRETT BRASHER
P.O. BOX 2100
2310 MARTIN LUTHER KING JR. DRIVE
COLUMBUS, MS. 39704-2100
REGISTERED PROFESSIONAL LAND
SURVEYOR L.S. NO. 3231
STATE OF MISSISSIPPI

P.O.C./P.O.B.
Found Brass Disk in Concrete Stamped
"28" at the Northwest Corner of Lot 31 of
Block 28, City of Starkville, MS.

SURVEY FOR:
+/- 43,294.1 Sq. Ft. in Lot 36 of Block 28, City of
Starkville, Mississippi

Date: 12-01-21

Scale: 1" = 50'

Dwg. No.: 15769.000



P.O. Box 2100 / 39704
2310 Martin Luther King Jr. Drive
Columbus, MS 39705
PH: (662)328-4547 / FAX: (662)328-8552



Book:2019 Page:8828-8831

Deed

RCD: 12/17/2019 @11:15:30 AM

Oktibbeha County, MS

Sharon Livingston Chancery Clerk

Prepared by:
R. Cory Anthony
Anthony Law Firm PLLC
214 East Main Street
Starkville, Mississippi 39759
(662) 323-7779
MSB# 101755

Return to:
R. Cory Anthony
Anthony Law Firm PLLC
214 East Main Street
Starkville, Mississippi 39759
(662) 323-7779

INDEXING INSTRUCTIONS: 43,294.1 square feet, more or less, being located and a part of Lot 36, Block 28, City of Starkville, Oktibbeha County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged,

**WHIPPET DEVELOPMENT, LLC,
1615 Poydras St.
New Orleans, LA 70112
(602) 366-7663**

hereinafter referred to as "Grantor", does hereby sell, convey and warrant unto:

**MISSISSIPPI STATE UNIVERSITY OF
AGRICULTURE AND APPLIED SCIENCE,
195 Lee Blvd., YMCA Building, Suite 350
Mississippi State, MS 39762
(662) 325-6601**

hereinafter referred to as "Grantee", all rights, title, and interest in the following described tract or parcel of land situated in the Oktibbeha County, Mississippi, to wit:

Being part of Lot 36 of Block 28 of the A.L. Goodman Official Map of the City of Starkville as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC and being more particularly described as follows, to wit:

Commencing at a concrete monument with brass disk stamped "28" found at the Northwest corner of Lot 31 of said Block 28 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run North 00 degrees 04 minutes West for a distance of 451.7 feet to a MSU angle iron found on the South right of way of College View Drive; thence South 68 degrees 45 minutes East along said South right of way for a distance of 54.9 feet to the beginning of a curve to the right having a radius of 2838.2 feet and being subtended by a chord bearing of South 69 degrees 08 minutes East for a distance of 52.3 feet; thence along said curve and South right of way for an arc length of 52.3 feet to a punch mark set in a concrete sidewalk; thence South 00 degrees 04 minutes East leaving said South right of way for a distance of 414.3 feet to a one half inch iron pin set; thence North 89 degrees 21 minutes West for a distance of 100.0 feet to the POINT OF BEGINNING.

Said parcel being part of Lot 36 of Block 28 of the A.L. Goodman Official Map of the City of Starkville as platted and contains 43,294.1 square feet, plus or minus.

The Grantor herein assumes payment of the 2019 *ad valorem* taxes.

This conveyance is made subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to the subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of the subject property.

This conveyance is further made subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

This conveyance is further made subject to, and there is excepted from the warranty hereof, the following:

1. Restrictions set forth in the Warranty Deed recorded in Deed Book 2008 at Page 7256;

2. Agreement for Property Division, Joint Development of Real Property and Mutual Operations executed by Cottonside, LLC and Whippet Development, LLC, dated November 14, 2008, recorded in Deed Book 2008 at Page 7264.
3. Grant of Transmission Line Easement to United States of America, dated December 1, 1961, recorded in Deed Book 334 at Page 343.
4. General Utility Easement (Water Supply Line Easement and Sewer Force Main Line Easement) granted to The City of Starkville, Mississippi and Capstone Utilities Corp., dated September 11, 1991, recorded in Deed Book 796 at Page 25.
5. Right of Way Easement for and Underground 14" Water Line in Favor the City of Starkville, Mississippi, dated August 20, 2008, recorded in Deed Book 2008 at Page 5516.

WITNESS OUR SIGNATURES, on this the 13th day of December, 2019.

WHIPPET DEVELOPMENT, LLC

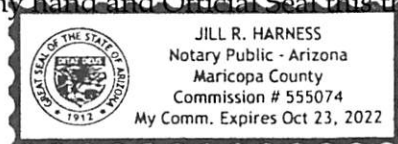
BY: 
RICHARD C. ADKERSON, *Manager*

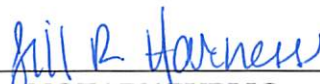
STATE OF Arizona

COUNTY OF Maricopa

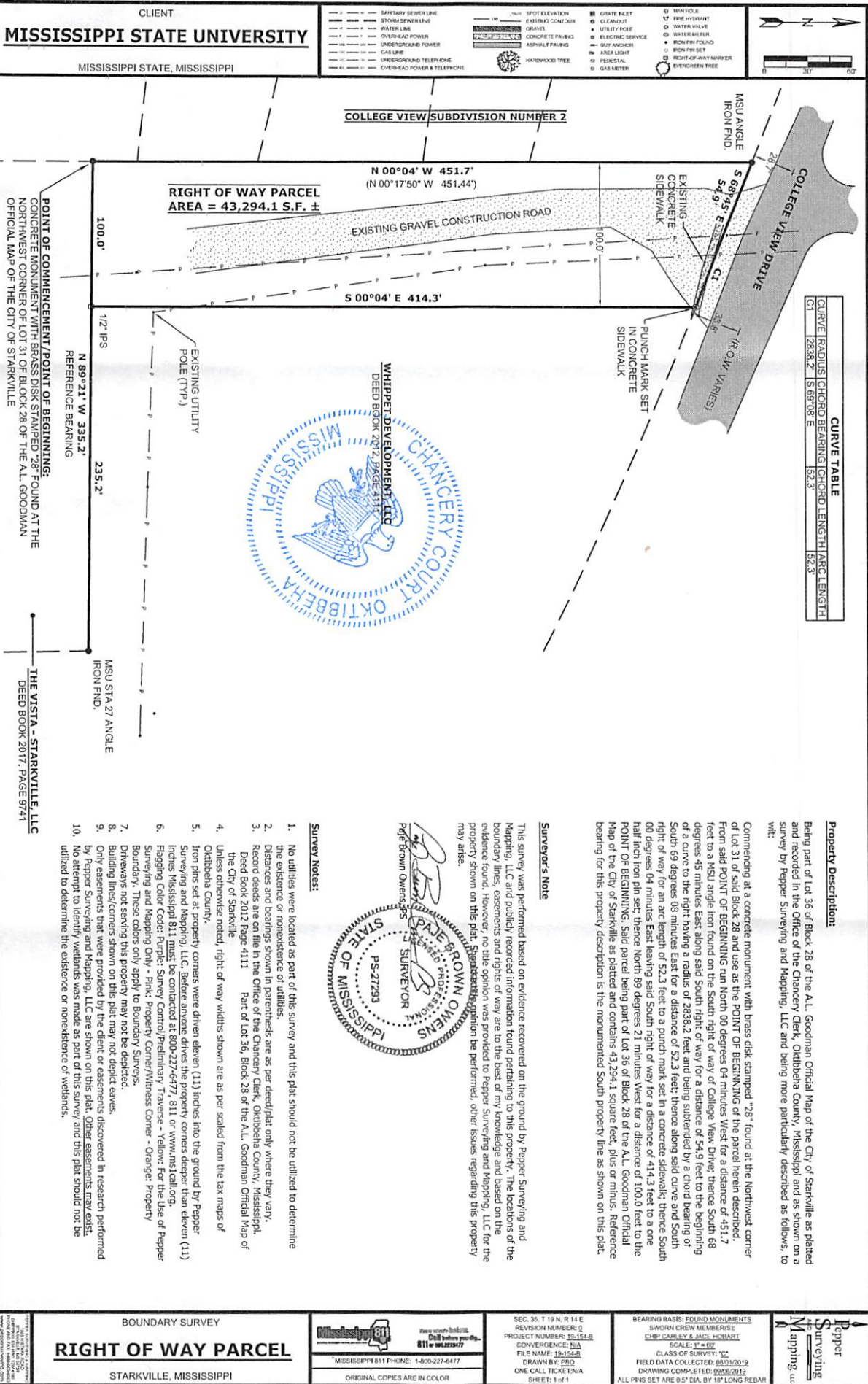
THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named, **RICHARD C. ADKERSON**, who acknowledged that he is *Manager* of **Whippet Development, LLC**, and that in said representative capacity he executed and delivered the foregoing Warranty Deed on the day and date therein and for the purpose therein expressed, after first having been authorized by said limited liability company so to do.

WITNESS my hand and Official Seal this the 13th day of December, 2019.




NOTARY PUBLIC

My Commission Expires: 10.23.2022





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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 03/15/2022

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 10, 2022 is \$2,454,688.22
Of which the claims amount for Starkville Utilities is \$1,730,881.83

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 March 10, 2022 for fiscal years ending 09/30/22, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.

Expense Approval Report
By Fund

Post Dates 3/2/2022 - 3/10/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CADENCE /ELAN VISA	55727372	03/02/2022	JANUARY INDEED	001-000-054-205	500.48
CADENCE /ELAN VISA	56773327	03/08/2022	FEB 2022 SPONSORED JOBS ON INDEED	001-000-053-206	502.05
CADENCE /ELAN VISA	57211633	03/02/2022	FEBRUARY SPONSORED JOBS INDEED	001-000-054-205	250.34
CADENCE /ELAN VISA	57835399	03/02/2022	FEBRUARY SPONSORED JOBS	001-000-053-206	67.72
CADENCE /ELAN VISA	57835399	03/02/2022	FEBRUARY SPONSORED JOBS	001-000-054-205	135.44
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-000-054-205	1,126.04
DOROTHY ROBINSON	INV0034648	03/07/2022	RESISTUTION FROM DENISE L PETERSON/BROOKS	001-000-149-691	25.00
CADENCE /ELAN VISA	INV0034651	03/07/2022	INDEED MARCH 2022	001-000-053-206	250.14
Outstanding Total:					2,857.21
Paid					
SPORTS FACILITIES COMPANIES, INC.	INV0034636	03/04/2022	FEBRUARY 2022 CREDIT CARD RECEIPTS	001-000-358-705	23,510.20
EMMANUEL V WARE	INV0034645	03/04/2022	REFUND PER MAYOR	001-000-149-691	198.00
Paid Total:					23,708.20
Department 000 - UNDESIGNATED Total:					26,565.41
Department: 005 - MISSING DESCRIPTION FOR DEPT - 005					
Outstanding					
LOWE'S - PARKS	909015	03/07/2022	4 LVL WLDED RCK	001-005-054-208	1,743.13
Outstanding Total:					1,743.13
Department 005 - MISSING DESCRIPTION FOR DEPT - 005 Total:					1,743.13
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
SANDRA SISTRUNK	INV0034676	03/08/2022	TRAVEL MML CONFERENCE	001-100-610-350	143.92
HAMP BEATTY	INV0034677	03/08/2022	TRAVEL MML CONFERENCE	001-100-610-350	143.92
MIKE BROOKS	INV0034678	03/08/2022	TRAVEL MML CONFERENCE	001-100-610-350	143.92
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	001-100-604-330	263.14
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-100-604-330	77.34
Outstanding Total:					772.24
Department 100 - BOARD OF ALDERMEN Total:					772.24
Department: 110 - MUNICIPAL COURT					
Outstanding					
WATERMARK PRINTERS LLC	14363	03/02/2022	PURCHASE ORDER BOOKS (5)	001-110-501-200	137.00
SULLIVAN'S OFFICE SUPPLY, INC.	69156	03/02/2022	RECEIPT PAPER, FILE FOLDERS,LABELS, ENVELOPES	001-110-501-200	209.16
SULLIVAN'S OFFICE SUPPLY, INC.	69470	03/02/2022	COPY PAPER & PENS	001-110-501-200	151.30
QUILL CORPORATION	158468375	03/02/2022	COPY PAPER	001-110-501-200	159.96
SULLIVAN'S OFFICE SUPPLY, INC.	71092	03/02/2022	ENVELOPES,RUBBER BANDS, SELF-STICK NOTE PADS	001-110-501-200	90.23
QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	001-110-604-330	43.50
AMAZON CAPITAL SERVICES, INC.	1PHY-X4RY-YKGW	03/02/2022	WINDOW ENVELOPES	001-110-501-200	102.02
JODI HOGUE	INV0034621	03/02/2022	FLAT FEE PROFESSIONAL SERVICES	001-110-600-301	595.00
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-110-604-330	77.34
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-166	610.00

Expense Approval Report

Post Dates: 3/2/2022 - 3/10/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-376	88.25
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-377	446.00
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-378	519.00
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-382	12,506.75
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-385	1,477.00
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-387	4,364.25
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-389	30.00
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-393	199.00
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-395	262.00
STATE TREASURER	INV0034669	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-398	5,116.00
MS DEPT OF PUBLIC SAFETY	INV0034670	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-396	555.00
MS DEPT OF PUBLIC SAFETY	INV0034670	03/08/2022	COURT SETTLEMENT FEB 2022	001-110-330-397	230.00
Outstanding Total:					27,968.76
Paid					
ALEXIS ROBINSON	CM0000510	03/02/2022	ADJUST CHECK AMOUNT	001-110-600-301	-348.75
Paid Total:					-348.75
Department 110 - MUNICIPAL COURT Total:					27,620.01
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	001-111-604-330	148.19
Outstanding Total:					148.19
Department 111 - YOUTH COURT Total:					148.19
Department: 120 - MAYORS OFFICE					
Outstanding					
QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	001-120-604-330	43.50
DOGPOUND PRINTING	P-2200017	03/04/2022	MAYOR YOUTH COUNCIL SHIRTS	001-120-600-340	364.00
CADENCE /ELAN VISA	INV0034620	03/02/2022	WATER, SOFT DRINKS FOR MEETINGS/INTERVIEWS FOR PUB	001-120-503-202	74.95
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-120-604-330	77.34
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	001-120-604-330	92.91
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSM0322	03/03/2022	STATE GOVT AFFAIRS & CONSULTING FEB 2022	001-120-600-300	4,166.66
Outstanding Total:					4,819.36
Department 120 - MAYORS OFFICE Total:					4,819.36
Department: 123 - IT					
Outstanding					
KNOWBE4, INC	INV170777	03/04/2022	ANNUAL SECURITY TRAINING	001-123-600-300	2,656.80
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	001-123-604-330	127.04
GOVERNMENT LEASING COMPANY, LLC	23104	03/02/2022	32 OF 60 LEASE #23104	001-123-918-806	1,153.00
GOVERNMENT LEASING, LLC	23851	03/02/2022	26 OF 60 5 CAMERAS LEASE #23851	001-123-918-806	667.00
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-123-604-330	77.34
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	001-123-604-330	92.91
BLUIP, INC.	143925	03/03/2022	RECURRING SERVICES	001-123-604-330	1,516.13
CIVICPLUS	221746	03/02/2022	WEB HOSTING	001-123-600-300	7,617.45
MAXXSOUTH BROADBAND	INV0034665	03/08/2022	8282411010589548 3.3.22-4.2.22	001-123-604-330	680.00
Outstanding Total:					14,587.67
Department 123 - IT Total:					14,587.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
AMAZON CAPITAL SERVICES, INC.	111-6831315-1212237	03/02/2022	CANON MAGNETIC INK CHECK PRINTER/SHIPPING	001-145-918-805	398.23
QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	001-145-604-330	43.50
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	001-145-604-330	52.76
SULLIVAN'S OFFICE SUPPLY, INC.	71157	03/02/2022	1099 SUPPLIES	001-145-501-200	85.23
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-145-604-330	77.34
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	001-145-604-330	46.46
Outstanding Total:					703.52
Department 145 - OTHER ADMINISTRATIVE Total:					703.52
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1209298	03/02/2022	BLANKET BOND FOR POLICE DEPT	001-159-620-371	197.50
REYNOLDS/RENASANT INSURANCE AGENCY	1211327	03/02/2022	BOND RENEWAL CARYL PRITCHARD	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1211328	03/02/2022	BOND RENEWAL LASHONDA MALONE	001-159-620-371	175.00
Outstanding Total:					547.50
Department 159 - BONDING-CITY EMPLOYEES Total:					547.50
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300227856	03/03/2022	ORDINANCE NO 2022-01	001-169-615-342	73.92
STARKVILLE DAILY NEWS	300227859	03/03/2022	UDC NOTUCE BOA 14.7	001-169-615-342	18.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	434496	03/10/2022	GENERAL,	001-169-600-302	8,932.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	435811	03/10/2022	LITIGATOION	001-169-600-312	496.00
MARK G. WILLIAMSON, ATTORNEY AT LAW	INV0034679	03/10/2022	VS QYGRA LOVE	001-169-600-309	200.00
Outstanding Total:					9,719.92
Department 169 - LEGAL Total:					9,719.92
Department: 180 - HUMAN RESOURCES					
Outstanding					
SULLIVAN'S OFFICE SUPPLY, INC.	71065	03/04/2022	BLANK TOP TAB FILE GUIDES	001-180-501-200	71.84
SULLIVAN'S OFFICE SUPPLY, INC.	71113	03/04/2022	PENS AND PADS	001-180-501-200	52.34
FEDEX	7-670-34320	03/02/2022	UKG PAYROLL SERVICES	001-180-691-505	30.15
QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	001-180-604-330	43.50
CADENCE /ELAN VISA	57211633	03/02/2022	FEBRUARY SPONSORED JOBS INDEED	001-180-610-340	250.35
SULLIVAN'S OFFICE SUPPLY, INC.	71112	03/04/2022	YELLOW PAD, POP UP REFILL CORRECTION TAPE	001-180-501-200	44.93
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	001-180-604-330	57.03
CADENCE /ELAN VISA	57835399	03/02/2022	FEBRUARY SPONSORED JOBS	001-180-610-340	67.72
CADENCE /ELAN VISA	INV0034651	03/07/2022	INDEED MARCH 2022	001-180-610-340	250.13
Outstanding Total:					867.99
Department 180 - HUMAN RESOURCES Total:					867.99
Department: 190 - CITY PLANNER					
Outstanding					
AMAZON CAPITAL SERVICES, INC.	116H-W933-41LX	03/07/2022	PHONE CASE IPHONE 11 & REPALCEMENT DESK KEYS	001-190-501-200	10.99
QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	001-190-604-330	43.50

Expense Approval Report

Post Dates: 3/2/2022 - 3/10/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	001-190-604-330	161.37
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-190-604-330	77.33
HOWARD INDUSTRIES	INV0034649	03/07/2022	LENOVO LINKSTATION GOV ACROBAT HOME & BUSINESS OFF	001-190-918-807	1,624.00
HOWARD INDUSTRIES	INV0034650	03/07/2022	LENOVO THINK PAD, GOV ACROBAT OFFICE HOME & BUS	001-190-918-807	3,014.00

Outstanding Total: 4,931.19

Department 190 - CITY PLANNER Total: 4,931.19

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

PETTY CASH VOUCHERS	INV0034618	03/02/2022	TRASH BAGS	001-192-510-220	16.05
BANCORPSOUTH EQUIPMENT FINANCE	7334-70314-017	03/02/2022	QRTLY PYMT NISSAN KICKS	001-192-820-874	896.50
CINTAS	4112029488	03/02/2022	SUPPLIES	001-192-510-220	11.97
CINTAS	4112029554	03/02/2022	SUPPLIES	001-192-510-220	67.84
JAN-PRO OF MS	867417	03/02/2022	JANITORIAL SERVICE FOR MARCH	001-192-600-338	1,619.00
STARKVILLE UTILITIES	INV0034658	03/07/2022	01.19.22-02.18.22 MONTHLY USAGE	001-192-625-380	1,928.00
NORTHEAST EXTERMINATING	113274	03/08/2022	MONTHLY EXTERMINATING CITY HALL	001-192-600-338	45.00
CINTAS	4112713455	03/08/2022	SUPPLIES	001-192-510-220	11.97
CINTAS	4112713482	03/08/2022	SUPPLIES	001-192-510-220	67.84
PETTY CASH VOUCHERS	INV0034661	03/08/2022	TRASH BAGS	001-192-510-220	25.13

Outstanding Total: 4,689.30

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 4,689.30

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTON YOUNG CORP.	145	03/02/2022	FEBRUARY LAWN SERVICES	001-196-630-425	800.00
HAMPTON YOUNG CORP.	145	03/02/2022	FEBRUARY LAWN SERVICES	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	145	03/02/2022	FEBRUARY LAWN SERVICES	001-196-637-637	600.00

Outstanding Total: 3,000.00

Department 196 - CEMETERY ADMINISTRATION Total: 3,000.00

Department: 197 - ENGINEERING

Outstanding

QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	001-197-604-330	43.50
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-197-604-330	77.33
CADENCE /ELAN VISA	INV0034656	03/07/2022	LANDGLIDE SOFTWARE	001-197-502-201	106.99
FUELMAN / FLEETCOR	INV0034660	03/07/2022	FUELMAN 2/28/22-3/6/22	001-197-525-231	120.28

Outstanding Total: 348.10

Department 197 - ENGINEERING Total: 348.10

Department: 201 - POLICE DEPARTMENT

Outstanding

CADENCE /ELAN VISA	1071862	03/07/2022	POLICE TRAINING OFF. EGUIRES	001-201-690-552	1,195.00
GRAPHIC TICKETS & SYSTEMS	006665	03/07/2022	(2) 2 PART PARKING TICKET BOOKS	001-201-556-251	627.06
GULF STATES DISTRIBUTORS, INC.	1411753	03/07/2022	(1) CASE SPE54226 9MM GR G2 GDHP	001-201-556-251	389.00
PARKER CDJR*	127562	03/07/2022	VIN#5179 REPLACED PASSENGER REAR HUBCAB	001-201-630-360	121.26
A+ AUTO REPAIR	022864	03/03/2022	REPAIR & MAINTENANCE WINDOW REGULATOR #9549	001-201-630-360	324.85
PARKER CDJR*	127579	03/07/2022	VIN# 9661 OIL & FILTER CHANGE	001-201-630-360	64.89
APPLIED CONCEPTS, INC.- STALKER RADAR	397940	03/07/2022	(2) HARLEY DAVIDSON RADAR CANVSS CABLES	001-201-630-400	262.00
STARKVILLE FAMILY PRACTICE	INV0034630	03/03/2022	PRISONER MEDICAL K COLLIER	001-201-541-240	85.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEWELL PAPER COMPANY	3142493	03/03/2022	5 CASES PRINTER PAPER	001-201-501-200	158.65
AXON ENTERPRISE, INC	INUS054469	03/07/2022	(5) SPARE CARTIDGE BATTERY PACK X26P	001-201-556-251	436.15
SAFARILAND LLC	87836	03/07/2022	SGT WILSON SHOOT HOUSING INSTRUCTOR MERIDIAN	001-201-690-552	695.00
CREATIVE PRODUCT SOURCING, INC.	144215	03/07/2022	DARE SUPPLIES CPL BIBBS GRADUATES	001-201-501-200	2,001.65
CADENCE /ELAN VISA	INV0034668	03/08/2022	MADEEN HOTEL FOR TRAINING BASIC UNDERCOVER	001-201-690-552	330.30
R&M TIRES	1136875	03/03/2022	REOAIR & MAINTENANCE OIL CHANGE #1136875	001-201-630-360	140.98
HOWARD INDUSTRIES	22-00542857	03/03/2022	GOV AOO LICs ACROBAT STD L UPCHURCH	001-201-630-404	286.00
R&M TIRES	1136902	03/03/2022	REPAIR & MAINTENANCE #7160 OIL CHANGE	001-201-630-360	64.00
R&M TIRES	1136903	03/03/2022	REPIAR & MAINTENANCE OIL CHANGE CPL MITTAN	001-201-630-360	52.30
WATERMARK PRINTERS LLC	14669	03/03/2022	150 4-COLOR BUSINESS CARDS SGT J WILSON	001-201-501-200	39.00
CITY GLASS CO	42292	03/03/2022	REPLACE SSB WINDOW 24X36 SHOOTING RANGE	001-201-630-426	110.00
QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	001-201-604-330	43.50
NEWELL PAPER COMPANY	3142735	03/03/2022	DISINFECTANT, WHITE/BLACK LINER BAGS	001-201-555-208	166.44
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	001-201-604-330	2,061.03
FUELMAN / FLEETCOR	INV0034622	03/02/2022	2.21.22-2.27.22 FUEL CHARGES	001-201-525-231	3,290.93
CADENCE /ELAN VISA	INV0034623	03/02/2022	MARCH VIASAT INTERNET	001-201-604-330	170.31
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-201-604-330	77.33
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	001-201-604-330	46.43
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	001-201-604-330	92.91
PARKER CDJR*	127959	03/07/2022	VIN#9662 OIL & FILTER CHANGE	001-201-630-360	66.91
TYLER TECHNOLOGIES	130-126539	03/02/2022	NCIC MAINTENANCE	001-201-604-330	3,684.40
AMAZON CAPITAL SERVICES, INC.	1YCT-G9MM-GKLN	03/07/2022	UNIFORMS 17 WINDBREAKERS	001-201-535-233	507.20
COMMUNICATIONS INTERNATIONAL	PL144004	03/07/2022	(4) JAG SPEAKER MICROPHONE W/COIL CORD	001-201-556-251	405.72
CONVERGINT TECHNOLOGIES, LLC	W1224249	03/07/2022	STREAMVAULT 3 BAY TOWER UPCHURCH COMPUTER TOWER	001-201-630-404	3,243.12
STARKVILLE DAILY NEWS	300226096	03/03/2022	12.23-1.2.22 ADVERTISEMENT FOR AFFIDAVIT PUBLICATI	001-201-600-300	91.24
DANNY MCCLUSKEY TOWING	4146	03/03/2022	TOWING LINKS TO SPD IMPOUND LOT STOLEN CAR	001-201-600-300	200.00
LAIRD CLINIC -POLICE ACCOUNT	522498	03/03/2022	PHY. EKG & D P POOLE	001-201-600-319	188.00
LAIRD CLINIC -POLICE ACCOUNT	523101	03/03/2022	PHY. EKG & D H TISDALE	001-201-600-319	188.00
LAIRD CLINIC -POLICE ACCOUNT	523102	03/03/2022	PHY. EKG & D K TIBO	001-201-600-319	188.00
MAGNOLIA BOTTLED WATER CO	53335	03/03/2022	(7) COOLER WATER	001-201-501-200	63.00
IVY AUTO PARTS, LLC.	679952	03/03/2022	BATTERY VIN# 9749 S-51	001-201-630-360	126.96
IVY AUTO PARTS, LLC.	681614	03/07/2022	SHOP REPAIRS & MAINTENANCE MOTORCYCLE BATTERY	001-201-630-360	131.70
IVY AUTO PARTS, LLC.	681719	03/07/2022	SEAL LEAD ACID BATTERY OFF SOTOMWNWSES UNIT	001-201-630-360	131.70
SULLIVAN'S OFFICE SUPPLY, INC.	71261	03/07/2022	MARKERS, REINFORCED TOP TAB HANGING FILE FOLDERS	001-201-501-200	82.38

Expense Approval Report

Post Dates: 3/2/2022 - 3/10/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPECIALTY ORTHOPEDIC GROUP OF MISSISSIPPI	INV0034654	03/07/2022	PRISONER MEDICAL L COLLIER	001-201-541-240	75.01
PARKER CDJR*	127581	03/07/2022	VIN#9664 OIL & FILTER CHANGE	001-201-630-360	83.50
PARKER CDJR*	127582	03/07/2022	VIN#5180 OIL & FILTER CHANGE FRONT BRAKE JOB & ROT	001-201-630-360	358.19
PARKER CDJR*	127828	03/07/2022	VIN#0842 OIL & FILTER CHANGE	001-201-630-360	62.51
IVY AUTO PARTS, LLC.	681742	03/07/2022	MOTORCYCLE SEAL LD ACID BATTERY FOR LIGHTS	001-201-630-360	84.04
ARMY NAVY PAWN SHOP	INV#0	03/07/2022	(4) 12 PK CR 123 NATTERIES	001-201-501-200	40.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0034652	03/07/2022	HOUSING INMATES MONTH OF FEBRUARY	001-201-541-237	10,950.00
STARKVILLE UTILITIES	INV0034658	03/07/2022	01.19.22-02.18.22 MONTHLY USAGE	001-201-625-380	2,706.92
FUELMAN / FLEETCOR	INV0034660	03/07/2022	FUELMAN 2/28/22-3/6/22	001-201-525-231	4,053.49
Outstanding Total:					41,121.29
Department 201 - POLICE DEPARTMENT Total:					41,121.29

Department: 261 - FIRE DEPARTMENT

Outstanding

UNIVERSITY SCREENPRINT	INV0034642	03/04/2022	KNIT CAPS, RICHARDSON CAP, RICHARDSON LOW PRO CAP	001-261-535-233	863.40
NEWELL PAPER COMPANY	3141686	03/04/2022	JANITORIAL SUPPLIES	001-261-555-208	544.99
SCOTT PETROLEUM DIV. #15	632041	03/08/2022	LP GAS ST 5	001-261-625-380	580.14
WILDING WALLBEDS	49454	03/03/2022	SIDE CABINET FOR WALLBEDS ST 1	001-261-558-269	1,814.00
WITMER PUBLIC SAFETY GROUP	INV0034631	03/03/2022	ALUM. #8 300FT YELL. WEBBING 150FT RED, BLUE ROPE	001-261-600-390	1,017.94
ARMY NAVY PAWN SHOP	21622	03/03/2022	3 PAIR PANTS 32X32	001-261-535-233	120.00
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17042957	03/03/2022	(1) BOOTS (3) RINGERS BARRIER (3) GLOVES	001-261-918-805	1,008.00
LOWE'S-FIRE	INV0034632	03/03/2022	VINYL PLANK CAULK GUN ADHESIVE FRIG WATER FILTER	001-261-558-269	185.68
AMAZON CAPITAL SERVICES, INC.	14Y7-NL36-6CGK	03/03/2022	1 BATTERY COMBO PACK (2) KOLDFRONT HEAT/COOL UNITS	001-261-558-269	3,450.52
ATMOS ENERGY	INV0034659	03/07/2022	MONTHLY USAGE	001-261-625-380	1,349.03
ATMOS ENERGY	INV0034659	03/07/2022	MONTHLY USAGE	001-261-625-380	1,230.12
QUILL CORPORATION	23311264	03/08/2022	JANITORIAL SUPPLIES	001-261-555-208	246.82
SULLIVAN'S OFFICE SUPPLY, INC.	71096	03/03/2022	KEYBOARD TRAY FOR VALLEY GRAY FINISH	001-261-558-269	39.00
LOWE'S-FIRE	INV0034633	03/03/2022	13 GAL GARBAGE BAGS (1) SILCONE	001-261-558-269	26.19
FARRELL-CALHOUN CO	027016347	03/03/2022	PAINT & SUPPLIES FOR ST 4	001-261-558-269	274.91
S&K DOOR AND SPECIALTY COMPANY, INC.	76130	03/04/2022	DELTA 3 RECIEVER	001-261-558-269	50.00
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	001-261-604-330	362.17
EAST MISSISSIPPI LUMBER CO.	A101729	03/04/2022	SUPPLIES TO REPAIR SHOWER & VALVE AT ST 5	001-261-558-269	180.02
EAST MISSISSIPPI LUMBER CO.	A101736	03/04/2022	SUPPLIES TO REPAIR SHOWER & VALVE AT ST 5	001-261-558-269	28.99
FUELMAN / FLEETCOR	INV0034622	03/02/2022	2.21.22-2.27.22 FUEL CHARGES	001-261-525-231	665.08
MARK MCCURDY	INV0034634	03/03/2022	ROOM, MEAL, REGISTRATION REIMBURSEMENT MFIA TRAINING	001-261-600-390	712.00
JONATHAN WADE	INV0034635	03/03/2022	ROOM, MEAL, REGISTRATION REIMBURSEMENT MFIA TRAINING	001-261-600-390	712.00
LOWE'S-FIRE	INV0034643	03/04/2022	GRILL & COMMAND STRIPS ST 2	001-261-918-805	530.75
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-261-604-330	77.33

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	001-261-604-330	582.60
PITTS SIGN COMPANY	INV0034673	03/08/2022	36X24 DECAL FIRE DEPT	001-261-555-250	180.00
O'REILLY AUTO PARTS	0997-239744	03/04/2022	PROTCTNT, TRAILER LT & ADAPTER	001-261-630-360	43.32
DAVIS PAPER & CHEMICAL	3221	03/04/2022	TISSUE & DISHWASHER DETERGENT	001-261-555-208	184.74
NORTHEAST EXTERM - FIRE ACCT 50582		03/04/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 50583		03/04/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 50584		03/04/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 50585		03/04/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 50586		03/04/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
OKTIBBEHA COUNTY COOPERATIVE	761068	03/04/2022	TENDERFOOT STALL MAT	001-261-600-390	187.60
CHASE BLAIR	INV0034674	03/08/2022	TRAVEL & MEALS TRAINING	001-261-600-390	66.18
IAFC - INTERNATIONAL ASSOC of FIRE CHIEFS, INC.	000136164	03/04/2022	MEMBERSHIP DUES SE DIVISION DUES	001-261-690-555	30.00
IAFC - INTERNATIONAL ASSOC of FIRE CHIEFS, INC.	000136164	03/04/2022	MEMBERSHIP DUES SE DIVISION DUES	001-261-690-555	195.00
FARRELL-CALHOUN CO	027016602	03/04/2022	PAINT FOR ST 4	001-261-558-269	167.70
O'REILLY AUTO PARTS	0997-240143	03/04/2022	OIL AND FILTER	001-261-630-360	41.98
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17043021	03/04/2022	FIRE FIGHTING BOOTS	001-261-918-805	389.00
BELL BUILDING SUPPLY, INC.	341428	03/08/2022	BLADES & JIG SAW BLADES ST 1	001-261-555-250	51.97
PAUL DAVIS RESTORATION, INC.	3858	03/08/2022	DRAW ON REPAIRS FOR FIRESTATION 3	001-261-740-570	62,256.66
LAIRD CLINIC-FIRE ACCOUNT	INV0034644	03/04/2022	HARPOLE & SANCHEZ PHYSICALS	001-261-600-319	156.00
KEN BRITT	INV0034675	03/08/2022	TRAVEL & MEALS TRAINING	001-261-600-390	112.55
O'REILLY AUTO PARTS	0997-240446	03/08/2022	OIL FOR FD2	001-261-630-360	23.98
STARKVILLE UTILITIES	INV0034658	03/07/2022	01.19.22-02.18.22 MONTHLY USAGE	001-261-625-380	717.70
FUELMAN / FLEETCOR	INV0034660	03/07/2022	FUELMAN 2/28/22-3/6/22	001-261-525-231	1,279.16

Outstanding Total:	82,845.22
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Department 261 - FIRE DEPARTMENT Total:	82,845.22
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Department: 281 - BUILDING/CODES OFFICE

Outstanding

AMAZON CAPITAL SERVICES, INC.	116H-W933-41LX	03/07/2022	PHONE CASE IPHONE 11 & REPALCEMENT DESK KEYS	001-281-501-200	14.00
AMAZON CAPITAL SERVICES, INC.	116H-W933-41LX	03/07/2022	PHONE CASE IPHONE 11 & REPALCEMENT DESK KEYS	001-281-501-200	5.99
CSPIRE WIRELESS	INV0034657	03/07/2022	MIKE PHONE REPLACEMENT	001-281-604-330	149.99
QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	001-281-604-330	43.50
CSPIRE WIRELESS	INV0034664	03/08/2022	(2) 12.9" IPAD PRO	001-281-502-201	2,094.00
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	001-281-604-330	57.03
AMAZON CAPITAL SERVICES, INC.	1PXJ-RVPM-N3RT	03/07/2022	GLASS SCREEN PROTECTOR & IPAD PROTECTIVE CASE	001-281-502-201	84.12
FUELMAN / FLEETCOR	INV0034622	03/02/2022	2.21.22-2.27.22 FUEL CHARGES	001-281-525-231	99.74
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-281-604-330	77.33
FUELMAN / FLEETCOR	INV0034660	03/07/2022	FUELMAN 2/28/22-3/6/22	001-281-525-231	51.07

Outstanding Total:	2,676.77
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Department 281 - BUILDING/CODES OFFICE Total:	2,676.77
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Expense Approval Report

Post Dates: 3/2/2022 - 3/10/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0034658	03/07/2022	01.19.22-02.18.22 MONTHLY USAGE	001-290-625-380	26.73
Outstanding Total:					26.73
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					26.73
Department: 301 - STREET DEPARTMENT					
Outstanding					
THOMPSON MACHINERY*	173051-2	03/04/2022	PARTS FOR BULLDOZER	001-301-630-400	142.29
THOMPSON MACHINERY*	173051-3	03/04/2022	PARTS FOR BULLDOZER	001-301-630-400	460.38
THOMPSON MACHINERY*	PC110309235	03/02/2022	PARTS TO REPAIR D43 DOZER	001-301-630-400	198.26
THOMPSON MACHINERY*	PC110309291	03/02/2022	PARTS TO REPAIR D43 DOZER	001-301-630-400	175.14
THOMPSON MACHINERY*	PC110309292	03/02/2022	PARTS TO REPAIR D43 DOZER	001-301-630-400	21.85
THOMPSON MACHINERY*	PC110309293	03/02/2022	PARTS TO REPAIR D43 DOZER	001-301-630-400	89.78
FORTERRA	11836417	03/08/2022	PARTS & BOLTS FOR BRIDGE	001-301-560-270	2,470.00
THOMPSON MACHINERY*	173051-1	03/04/2022	REPAIR/PARTS FOR DOZER	001-301-630-400	418.73
DEEP SOUTH EQUIPMENT	J23028	03/02/2022	SUPPLIES TO REPAIR JCB	001-301-630-400	708.26
THOMPSON MACHINERY*	PC110309408	03/02/2022	PARTS TO REPAIR D43 DOZER	001-301-630-400	23.09
CUSTOM PRODUCTS CORPORATION	365647	03/02/2022	50- 12 FT SQUARE POSTS	001-301-565-272	2,864.05
CUSTOM PRODUCTS CORPORATION	365648	03/02/2022	100 HWY SIGNS & BRACKETS	001-301-565-272	4,103.21
NESCO ELECTRICAL DISTRIBUTORS	52511419.001	03/02/2022	BULBS FOR NEW LIGHTS	001-301-911-198	654.22
G&C SUPPLY CO., INC	6854526	03/02/2022	25 ORANGE TRAFFIC CONES & FREIGHT	001-301-555-250	611.00
COVINGTON SALES & SERVICE, INC.	92318	03/04/2022	5 GAL ASPHALT REMOVER	001-301-555-250	142.00
BERRY ELECTRIC, LLC	004677	03/04/2022	FINISH LIGHT REPAIR IN LAST BAY	001-301-911-198	600.00
CUSTOM PRODUCTS CORPORATION	365920	03/02/2022	100-10FT POSTS & ANCHORS	001-301-565-272	3,174.50
CUSTOM PRODUCTS CORPORATION	365972	03/04/2022	SIGN REPLACEMENTS ON HWY 82	001-301-565-272	4,230.66
CUSTOM PRODUCTS CORPORATION	365973	03/02/2022	122 STREET SIGNS	001-301-565-272	4,262.60
NESCO ELECTRICAL DISTRIBUTORS	52511685.001	03/02/2022	6 LED LIGHTS FOR SHOP	001-301-555-250	776.04
LOWE'S-STREET	INV0034628	03/02/2022	HYDRAULIC WATER & CRACK SEAL	001-301-560-270	66.41
THOMPSON MACHINERY*	PC110309720	03/02/2022	PARTS TO REPAIR D43 DOZER	001-301-630-400	153.61
LEE'S PRECAST CONCRETE, INC	147763	03/04/2022	PARKING STOPS SPORTSPLEX PARKING LOT	001-301-560-270	519.00
THOMPSON MACHINERY*	173051	03/04/2022	DOZER REPAIR/MAINTENANCE	001-301-630-400	206.01
THOMPSON MACHINERY*	PC110309799	03/02/2022	PARTS TO REPAIR D43 DOZER	001-301-630-400	29.20
THOMPSON MACHINERY*	PR110026416	03/02/2022	PARTS TO REPAIR D43 DOZER	001-301-630-400	-153.61
AUTOZONE	0426314422	03/08/2022	SUPPLIES/PARTS TO REPAIR STREET VEHICLES	001-301-630-360	47.75
GATEWAY TIRE & SERVICE CENTER	1018-157751	03/02/2022	REPAIR/MAINTENANCE TRUCK #106	001-301-630-360	393.70
BULLDOG TOWING & RECOVERY	44154	03/04/2022	TOW TRUCK #706 TO TERRY'S GARAGE	001-301-630-360	350.00
STARKVILLE AUTO PARTS	5151-150718	03/08/2022	SUPPLIES TO REPAIR TRUCK #106	001-301-630-360	56.21
KIMBALL MIDWEST	9663838	03/04/2022	PAINT	001-301-555-250	280.58
KIMBALL MIDWEST	9665309	03/04/2022	CLEANER CAP SCREW COIPLER AND SWITCH	001-301-555-250	191.03
FUELMAN / FLEETCOR	INV0034622	03/02/2022	2.21.22-2.27.22 FUEL CHARGES	001-301-525-231	624.32
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-301-604-330	77.33
AUTOZONE	0426315375	03/08/2022	SUPPLIES/PARTS TO REPAIR STREET VEHICLES	001-301-630-360	151.03
APAC-MISSISSIPPI, INC	4000117174	03/08/2022	ASPHALT	001-301-560-270	187.43

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS	4112029575	03/02/2022	SUPPLIES	001-301-555-250	35.00
EAST MISSISSIPPI LUMBER CO.	D93635	03/04/2022	NUTS, BOLTS,AND TOOLS	001-301-555-250	176.23
MSU FACILITIES MANAGEMENT- TRAFFIC LIGHTS	INV0034640	03/04/2022	PHYSICAL PLANT UTILITY CHARGE	001-301-625-380	1.94
UNITED RENTALS (NORTH AMERICA), INC.	203684951-001	03/04/2022	ASPHALT BLADES	001-301-560-270	239.98
BELL BUILDING SUPPLY, INC.	341282	03/04/2022	PAINT SPRAY KNIFE BLADE TWINE NYLON 260 FT	001-301-555-250	47.51
APAC-MISSISSIPPI, INC	4000117241	03/08/2022	ASPHALT	001-301-560-270	442.94
TERRY'S GARAGE & REPAIRS, LLC	6048	03/04/2022	REPAIRED CLUTCH TRUCK #706	001-301-630-360	411.36
THOMPSON MACHINERY*	PR110026348	03/02/2022	PARTS TO REPAIR D43 DOZER	001-301-630-400	-78.58
FORTERRA	11839222	03/08/2022	PARTS & BOLTS FOR BRIDGE	001-301-560-270	1,820.00
STARKVILLE LP GAS	2895201	03/08/2022	PROPANE FOR ASPHALT TRUCK	001-301-555-250	38.54
BELL BUILDING SUPPLY, INC.	341374	03/04/2022	SURESPRAY	001-301-555-250	35.65
APAC-MISSISSIPPI, INC	4000117331	03/08/2022	ASPHALT	001-301-560-270	456.71
WELDING WORKS LLC, THE	963	03/08/2022	SHOP SUPPLIES	001-301-691-550	40.00
AUTOZONE	0426318347	03/08/2022	SUPPLIES/PARTS TO REPAIR STREET VEHILCES	001-301-630-360	7.93
STARKVILLE AUTO PARTS	5151-150871	03/08/2022	REPAIR WACKER PACKER	001-301-630-400	9.99
POWERSTROKE EQUIPMENT SALES & SVC	6373	03/08/2022	REWIND STARTER ASM	001-301-555-250	58.99
POWERSTROKE EQUIPMENT SALES & SVC	6374	03/08/2022	PLATE COMPACTOR RENTAL	001-301-555-250	99.00
STARKVILLE UTILITIES	INV0034658	03/07/2022	01.19.22-02.18.22 MONTHLY USAGE	001-301-625-380	306.28
APAC-MISSISSIPPI, INC	4000117410	03/08/2022	ASPHALT	001-301-560-270	455.94
APAC-MISSISSIPPI, INC	4000117462	03/08/2022	ASPHALT	001-301-560-270	471.24
FUELMAN / FLEETCOR	INV0034660	03/07/2022	FUELMAN 2/28/22-3/6/22	001-301-525-231	1,907.43
CINTAS	4112713467	03/08/2022	SUPPLIES	001-301-555-250	35.00
MSU FACILITIES MANAGEMENT- TRAFFIC LIGHTS	INV0034671	03/08/2022	TRAFFIC SIGNAL SPRING- LOCKSLEY 1.4.22-1.25.22	001-301-625-380	44.51

Outstanding Total: 36,369.65

Department 301 - STREET DEPARTMENT Total: 36,369.65

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	001-360-604-330	41.15
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	001-360-604-330	77.33

Outstanding Total: 118.48

Department 360 - ANIMAL CONTROL Total: 118.48

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

MAXXSOUTH BROADBAND	INV0034619	03/02/2022	8282 41 101 0659622 2.14.22-3.13.22	001-550-600-330	244.00
ATMOS ENERGY	INV0034659	03/07/2022	MONTHLY USAGE	001-550-600-340	328.93
QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	001-550-600-330	43.50
CASHFLOW LEASE	39677MS-108-1	03/02/2022	JOHN DEERE MOWER PARKS #39677MS-108/1	001-550-820-874	4,489.00
FUELMAN / FLEETCOR	INV0034622	03/02/2022	2.21.22-2.27.22 FUEL CHARGES	001-550-525-231	116.14
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	001-550-600-330	46.46
SPORTS FACILITIES COMPANIES, INC.	9522	03/03/2022	APRIL 2022	001-550-600-296	15,000.00
FUELMAN / FLEETCOR	INV0034660	03/07/2022	FUELMAN 2/28/22-3/6/22	001-550-525-231	55.81

Outstanding Total: 20,323.84

Department 550 - PARKS AND REC DEPARTMENT Total: 20,323.84

Department: 600 - CAPITAL PROJECTS

Outstanding

KIMLEY HORN	115326001	03/04/2022	PRINTINNG PLAN BOOKLETS	001-600-912-808	249.84
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Expense Approval Report

Post Dates: 3/2/2022 - 3/10/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEEL-SCHAFER	INV0034647	03/07/2022	OLD WEST POINT ROAD	001-600-912-806	6,408.93
PHILLIPS CONTRACTING COMPANY, INC.	INV0034646	03/07/2022	PAY APP #3 STARKVILLE HIGH SCHOOL BRIDGE	001-600-912-805	150,161.27
Outstanding Total:					156,820.04
Department 600 - CAPITAL PROJECTS Total:					156,820.04

Department: 800 - DEBT SERVICE

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	431078	03/04/2022	COTTON MILL TIF BOND	001-800-820-885	7,108.00
HANCOCK WHITNEY BANK *	INV0034617	03/02/2022	4.1.22 2017 GO BOND	001-800-890-840	88,812.50
STEPHENS INC	362397	03/04/2022	MSU PORTION OF COTTON MILL MARKETPLACE PROJ	001-800-820-885	5,000.00
WATKINS & EAGER PLLC	46429	03/04/2022	EXPENSES FOR PROFESSIONAL SERVICES	001-800-820-885	15,000.00
WATKINS & EAGER PLLC	46429	03/04/2022	EXPENSES FOR PROFESSIONAL SERVICES	001-800-820-885	892.00
Outstanding Total:					116,812.50
Department 800 - DEBT SERVICE Total:					116,812.50
Fund 001 - GENERAL FUND Total:					558,178.05

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

BANCORPSOUTH EQUIPMENT FINANCE	002-0070314-016	03/02/2022	MARCH PYMT 2018 FORD F150 FIRE MARSHALL	003-560-820-874	1,555.67
Outstanding Total:					1,555.67
Department 560 - RESTRICTED FIRE FUND Total:					1,555.67
Fund 003 - RESTRICTED FIRE FUND Total:					1,555.67

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

RACKLEY OIL INC.	000566921	03/02/2022	16' FUEL STICK	015-505-630-400	38.95
RACKLEY OIL INC.	000568405	03/02/2022	OIL, POWER STEERING FLUID & GREASE	015-505-525-231	68.90
MAGNOLIA BOTTLED WATER CO	55008	03/02/2022	1 BOTTLE OF WATER	015-505-691-550	8.00
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	015-505-604-330	52.76
GATEWAY TIRE & SERVICE CENTER	1018-157738	03/02/2022	TIRES FOR JET A TRUCK	015-505-525-233	2,289.42
TITAN AVIATION FUELS	3561333	03/07/2022	AVGAS FUEL	015-505-525-232	8,658.59
TITAN AVIATION FUELS	3562349	03/07/2022	JET A FUEL	015-505-525-233	19,686.25
RODNEY LINCOLN	INV0034629	03/02/2022	REIMURSEMENT FOR KEYS,INV BOOK, SEASONING, POPCORN	015-505-501-198	35.70
RODNEY LINCOLN	INV0034629	03/02/2022	REIMURSEMENT FOR KEYS,INV BOOK, SEASONING, POPCORN	015-505-541-237	155.72
RODNEY LINCOLN	INV0034629	03/02/2022	REIMURSEMENT FOR KEYS,INV BOOK, SEASONING, POPCORN	015-505-570-273	-5.63
RODNEY LINCOLN	INV0034629	03/02/2022	REIMURSEMENT FOR KEYS,INV BOOK, SEASONING, POPCORN	015-505-570-273	26.74
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	015-505-604-330	77.33
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	015-505-604-330	161.76
RACKLEY OIL INC.	569687	03/02/2022	REGULAR UNLEAD FUEL	015-505-525-231	201.64
TITAN AVIATION FUELS	R3560810	03/07/2022	JET A & AV GAS TRUCK RENTALS	015-505-600-322	800.00
MAXXSOUTH BROADBAND	INV0034666	03/08/2022	8282411010557107 3.2.22-4.01.22	015-505-600-338	144.95
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	434496	03/10/2022	GENERAL,	015-505-600-338	192.00

Expense Approval Report

Post Dates: 3/2/2022 - 3/10/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TITAN AVIATION FUELS	M3562147	03/07/2022	CREDIT ON FUEL ACCOUNT	015-505-525-233	-2,289.42
Outstanding Total:					30,303.66
Department 505 - AIRPORT Total:					30,303.66
Fund 015 - AIRPORT FUND Total:					30,303.66

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

STARKVILLE AUTO PARTS	5151-150518	03/07/2022	DEF FLUID WASHER FLUID & TUBE GREASE	022-322-525-252	736.80
TERRY'S GARAGE & REPAIRS, LLC	6005	03/07/2022	LABOR FORCED REGEN	022-322-630-360	100.00
QUADIENT LEASING USA, INC.	N9292586	03/02/2022	3.27.22-6.26.22 LEASING	022-322-604-330	43.50
GATEWAY TIRE & SERVICE CENTER	1018-157321	03/07/2022	TIRES TRUCK #40	022-322-630-360	757.52
GATEWAY TIRE & SERVICE CENTER	1018-157563	03/07/2022	TIRES TRUCK #42	022-322-630-360	757.52
STARKVILLE AUTO PARTS	5151-150636	03/07/2022	EQUIPMENT SUPPLIES	022-322-630-406	239.94
POWERSTROKE EQUIPMENT SALES & SVC	6362	03/07/2022	LANDSCAPING SUPPLIES	022-322-555-254	705.87
HILL MANUFACTURING COMPANY, INC.	113884	03/07/2022	OFFICE SUPPLIES	022-322-501-200	304.60
CSPIRE WIRELESS	INV0034663	03/08/2022	MONTHLY CHARGES ACCT# 0030343986	022-322-604-330	124.31
FUELMAN / FLEETCOR	INV0034622	03/02/2022	2.21.22-2.27.22 FUEL CHARGES	022-322-525-231	3,211.95
CSPIRE BUSINESS SOLUTIONS	INV0034662	03/08/2022	ACCOUNT #0643956	022-322-604-330	77.33
SOUTHERN TELECOMMUNICATIONS	INV0034672	03/08/2022	ACCT #2490 MONTHLY USAGE	022-322-604-330	46.46
NORTHEAST EXTERMINATING	50569	03/03/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
NORTHEAST EXTERMINATING	50570	03/03/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
POWERSTROKE EQUIPMENT SALES & SVC	6369	03/07/2022	BEARING & BEARING HOLDER	022-322-630-406	21.96
SGK LANDSCAPES, LLC	ST29006	03/07/2022	MEDIANS LOUISVILLE, NASH ST, RUSSELL ST	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST29007	03/07/2022	MONTHLY LANDSCAPE MAINTENANCE FOR HWY 12 MEDIANS	022-322-600-338	1,654.20
SANSOM EQUIPMENT COMPANY, INC	002399	03/07/2022	REPAIR & MAINTENANCE PARTS	022-322-630-254	1,849.15
NARRATIVE 12	INV0034639	03/04/2022	THINK GREEN SPRING BILL & NEWS RELEASE	022-322-610-375	2,245.00
GATEWAY TIRE & SERVICE CENTER	1018-157818	03/07/2022	TIRE TRUCK #95	022-322-630-252	380.71
GATEWAY TIRE & SERVICE CENTER	1018-157917	03/07/2022	FRONT FLAT REPAIR #96A	022-322-630-252	18.87
BULLDOG TOWING & RECOVERY	44155	03/07/2022	TOW TRUCK #42	022-322-630-360	350.00
STARKVILLE UTILITIES	INV0034658	03/07/2022	01.19.22-02.18.22 MONTHLY USAGE	022-322-625-380	1,979.93
GTR SOLID WASTE MGMT. AUTH	INV0034655	03/07/2022	SOLID WASTE TICKETS FEBRUARY 2022	022-322-600-379	30,656.27
FUELMAN / FLEETCOR	INV0034660	03/07/2022	FUELMAN 2/28/22-3/6/22	022-322-525-231	4,620.93
Outstanding Total:					51,661.27
Department 322 - SANITATION DEPARTMENT Total:					51,661.27
Fund 022 - ENVIRONMENTAL SERVICES Total:					51,661.27

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

COLUMBUS FENCE COMPANY	26320	03/03/2022	MONCRIEF PARK FRONT GATE J BAKER	375-551-907-943	3,800.00
REGIONS BANK	100382	03/02/2022	SERIES 2020 BONDS	375-551-840-877	1,500.00

Expense Approval Report

Post Dates: 3/2/2022 - 3/10/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBUS FENCE COMPANY	26269	03/03/2022	MONCRIEF PARK GATE REPLACED BACK GATE J BAKER	375-551-907-943	2,500.00
COLUMBUS FENCE COMPANY	26319	03/03/2022	REPLACE 1/2 OF DOUBLE PIPE GATE MCKEE PARK J BAKER	375-551-907-943	1,800.00
FARRELL-CALHOUN CO	INV0034638	03/04/2022	PAINT CONCESSION STANDS	375-551-907-942	1,077.91
Outstanding Total:					10,677.91
Department 551 - PARK & REC TOURISM Total:					10,677.91
Fund 375 - PARK AND REC TOURISM Total:					10,677.91

Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR

Department: 318 - MS182/MLK

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	434496	03/10/2022	GENERAL,	377-318-600-309	760.00
Outstanding Total:					760.00
Department 318 - MS182/MLK Total:					760.00
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					760.00

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

SPORTS FACILITIES COMPANIES, INC.	9325	03/04/2022	CSP PRE OPENING ADV	380-551-600-947	216.57
KIMLEY HORN	115326002-0122	03/02/2022	PARKS MASTER PLANS	380-551-600-955	1,561.61
SPORTS FACILITIES COMPANIES, INC.	9484	03/04/2022	REIMB. DEC 2021 TRAVEL EXPENSES	380-551-600-945	820.09
CUSTOM PRODUCTS CORPORATION	366150	03/04/2022	SIGNS FOR PARK & REC PARKING LOT	380-551-907-953	660.45
DALHOFF THOMAS DESIGN STUDIO	0010184	03/08/2022	CORNERSTONE PARK PROJECT 18-367	380-551-600-945	4,076.00
SPORTS FACILITIES COMPANIES, INC.	9537	03/07/2022	PYMT 10 APRIL 2022	380-551-600-947	24,000.00
SPORTS CONTRACTORS UNLIMITED	INV0034667	03/08/2022	PYMT 6 CONTRACT A SPORTSPLEX TURF FIELD	380-551-907-955	31,939.00
Outstanding Total:					63,273.72
Department 551 - PARK & REC TOURISM Total:					63,273.72
Fund 380 - PARK BONDS 2020 Total:					63,273.72

Fund: 681 - PAYROLL

Department: 000 - UNDESIGNATED

Paid

METLIFE	INV0034637	03/04/2022	KRONOS WITHHELD JAN 2022	681-000-115-717	7,396.11
Paid Total:					7,396.11
Department 000 - UNDESIGNATED Total:					7,396.11
Fund 681 - PAYROLL Total:					7,396.11
Grand Total:					723,806.39

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	558,178.05	23,359.45
003 - RESTRICTED FIRE FUND	1,555.67	0.00
015 - AIRPORT FUND	30,303.66	0.00
022 - ENVIRONMENTAL SERVICES	51,661.27	0.00
375 - PARK AND REC TOURISM	10,677.91	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	760.00	0.00
380 - PARK BONDS 2020	63,273.72	0.00
681 - PAYROLL	7,396.11	7,396.11
Grand Total:	723,806.39	30,755.56

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE...	819.91	0.00
001-000-054-205	DUE FROM STARKVILLE EL...	2,012.30	0.00
001-000-149-691	MUNICIPAL COURT BOND...	223.00	198.00
001-000-358-705	PARK- SPORTS FEES/REGI...	23,510.20	23,510.20
001-005-054-208	DUE FROM PARKS & REC -...	1,743.13	0.00
001-100-604-330	COMMUNICATIONS	340.48	0.00
001-100-610-350	TRAVEL / TRAINING	431.76	0.00
001-110-330-166	TRAUMA TRAFFIC	610.00	0.00
001-110-330-376	COURT CONSTITUENTS	88.25	0.00
001-110-330-377	MOTOR VEHICLE LIABILITY	446.00	0.00
001-110-330-378	APPEARANCE BOND FEES	519.00	0.00
001-110-330-382	TRAFFIC VIOLATION	12,506.75	0.00
001-110-330-385	IMPLIED CONSENT	1,477.00	0.00
001-110-330-387	OTHER MISDEMEANORS	4,364.25	0.00
001-110-330-389	ADULT DRIVER'S TRAINING	30.00	0.00
001-110-330-393	VICTIMS BOND FEE	199.00	0.00
001-110-330-395	DRUG VIOLATION	262.00	0.00
001-110-330-396	NON-ADJUDICATION (INL...	555.00	0.00
001-110-330-397	DUI OFFENSE (INLC14)	230.00	0.00
001-110-330-398	UNINSURED MOTORIST	5,116.00	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	849.67	0.00
001-110-600-301	PROFESSIONAL SERVICES	246.25	-348.75
001-110-604-330	POSTAGE / COMMUNICAT...	120.84	0.00
001-111-604-330	COMMUNICATIONS	148.19	0.00
001-120-503-202	COMMITTEE SUPPORT	74.95	0.00
001-120-600-300	PROFESSIONAL SERVICES	4,166.66	0.00
001-120-600-340	MAYOR'S YOUTH COUNCIL	364.00	0.00
001-120-604-330	COMMUNICATIONS	213.75	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	10,274.25	0.00
001-123-604-330	COMMUNICATIONS	2,493.42	0.00
001-123-918-806	CAMERA LEASE PAYMENTS	1,820.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	85.23	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	220.06	0.00
001-145-918-805	EQUIPMENT AND FURNIT...	398.23	0.00
001-159-620-371	BONDING-CITY EMPLOYE...	547.50	0.00
001-169-600-302	CITY ATTORNEY GENERAL	8,932.00	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI...	496.00	0.00
001-169-615-342	LEGAL ADVERTISING & N...	91.92	0.00
001-180-501-200	SUPPLIES AND EQUIPMENT	169.11	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	100.53	0.00
001-180-610-340	ADVERTISING	568.20	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	30.15	0.00
001-190-501-200	SUPPLIES	10.99	0.00
001-190-604-330	COPIERS/PHONES/IPADS	282.20	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-190-918-807	OFFICE EQUIPMENT/SOF...	4,638.00	0.00
001-192-510-220	SUPPLIES	200.80	0.00
001-192-600-338	CONTRACT SERVICES	1,664.00	0.00
001-192-625-380	UTILITIES	1,928.00	0.00
001-192-820-874	PRINCIPAL - NISSAN SUV	896.50	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	800.00	0.00
001-196-631-402	ODDFELLOW MAINTENA...	1,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-502-201	SOFTWARE & REFERENCE...	106.99	0.00
001-197-525-231	GAS & OIL	120.28	0.00
001-197-604-330	COMMUNICATIONS	120.83	0.00
001-201-501-200	OFFICE SUPPLIES	2,384.68	0.00
001-201-525-231	GAS & OIL	7,344.42	0.00
001-201-535-233	UNIFORMS	507.20	0.00
001-201-541-237	PRISONER JAIL EXPENSES	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	160.01	0.00
001-201-555-208	JANITORIAL SUPPLIES	166.44	0.00
001-201-556-251	POLICE SUPPLIES	1,857.93	0.00
001-201-600-300	PROFESSIONAL SERVICES	291.24	0.00
001-201-600-319	PHYSICAL EXAMINATIONS	564.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	6,253.24	0.00
001-201-625-380	UTILITIES	2,706.92	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	1,813.79	0.00
001-201-630-400	EQUIPMENT REPAIR & MA..	262.00	0.00
001-201-630-404	TECHNOLOGY	3,529.12	0.00
001-201-630-426	BUILDING MAINTENANCE	110.00	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	2,220.30	0.00
001-261-525-231	GAS & OIL	1,944.24	0.00
001-261-535-233	UNIFORMS	983.40	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	976.55	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	231.97	0.00
001-261-558-269	BUILDING MAINTENANCE	6,327.01	0.00
001-261-600-319	PHYSICAL EXAMINATIONS	156.00	0.00
001-261-600-390	FIRE TRAINING	2,808.27	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	1,022.10	0.00
001-261-625-380	UTILITIES	3,876.99	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	109.28	0.00
001-261-690-555	DUES	225.00	0.00
001-261-740-570	STATION 3 RENOVATIONS	62,256.66	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	1,927.75	0.00
001-281-501-200	OFFICE SUPPLIES	19.99	0.00
001-281-502-201	REFERENCE PUBLICATIONS	2,178.12	0.00
001-281-525-231	GAS & OIL	150.81	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	327.85	0.00
001-290-625-380	UTILITIES / CODE RED	26.73	0.00
001-301-525-231	GAS & OIL	2,531.75	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	2,526.57	0.00
001-301-560-270	CONSTRUCTION MATERIA...	7,129.65	0.00
001-301-565-272	STREETS SIGNS & PAINT	18,635.02	0.00
001-301-604-330	COMMUNICATIONS	77.33	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	352.73	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	1,417.98	0.00
001-301-630-400	EQUIPMENT REPAIR & MA..	2,404.40	0.00
001-301-691-550	MISCELLANEOUS	40.00	0.00
001-301-911-198	ROOF/REHAB BUILDING	1,254.22	0.00
001-360-604-330	COMMUNICATIONS	118.48	0.00
001-550-525-231	GAS & OIL	171.95	0.00
001-550-600-296	MANAGEMENT FEE	15,000.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-600-330	PHONES/COPIERS/POSTA...	333.96	0.00
001-550-600-340	UTILITIES	328.93	0.00
001-550-820-874	2019 MOWER PAYMENTS	4,489.00	0.00
001-600-912-805	ERBR 53-420(02) STARKVI...	150,161.27	0.00
001-600-912-806	ERBR 53-420(01) OLD WE...	6,408.93	0.00
001-600-912-808	STREET IMPROVEMENTS	249.84	0.00
001-800-820-885	COTTON MILL MARKETPL...	28,000.00	0.00
001-800-890-840	IND PARK BOND (7M) INT...	88,812.50	0.00
003-560-820-874	CAPITAL ONE - 2 PUMPER...	1,555.67	0.00
015-505-501-198	BUILDING REPAIRS & MAI...	35.70	0.00
015-505-525-231	GAS & OIL	270.54	0.00
015-505-525-232	100LL AV GAS PURCHASED	8,658.59	0.00
015-505-525-233	JET A FUEL PURCHASES	19,686.25	0.00
015-505-541-237	OPERATING SUPPLIES	155.72	0.00
015-505-570-273	VEHICLE REPAIR PARTS & ...	21.11	0.00
015-505-600-322	LEASE/RENT-FUEL TRUCK...	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SERV...	336.95	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	291.85	0.00
015-505-630-400	EQUIPMENT REPAIR & MA..	38.95	0.00
015-505-691-550	MISCELLANEOUS	8.00	0.00
022-322-501-200	OFFICE SUPPLIES	304.60	0.00
022-322-525-231	GAS & OIL - RESIDENTIAL	7,832.88	0.00
022-322-525-252	GAS & OIL - COMMERCIAL	736.80	0.00
022-322-555-254	SUPPLIES & SMALL TOOLS ..	705.87	0.00
022-322-600-300	PROFESSIONAL SERVICES	60.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL ...	2,372.65	0.00
022-322-600-379	LANDFILL FEES	30,656.27	0.00
022-322-604-330	COMMUNICATIONS	291.60	0.00
022-322-610-375	MDEQ RECYCLING GRANT	2,245.00	0.00
022-322-625-380	UTILITIES	1,979.93	0.00
022-322-630-252	VEHICLE REPAIRS & MAIN...	399.58	0.00
022-322-630-254	VEHICLE REPAIRS & MAIN...	1,849.15	0.00
022-322-630-360	VEHICLE REPAIRS & MAIN...	1,965.04	0.00
022-322-630-406	EQUIPMENT REPAIR & MA..	261.90	0.00
375-551-840-877	PAYING AGENT FEES	1,500.00	0.00
375-551-907-942	EXISTING PARK IMPROVE...	1,077.91	0.00
375-551-907-943	CAPITAL PURCHASES	8,100.00	0.00
377-318-600-309	LEGAL EXPENSES	760.00	0.00
380-551-600-945	CORNERSTONE PROFESSI...	4,896.09	0.00
380-551-600-947	CORNERSTONE MANAGE...	24,216.57	0.00
380-551-600-955	EXISTING PARKS - PROFES...	1,561.61	0.00
380-551-907-953	LANDSCAPING SPORTSPL...	660.45	0.00
380-551-907-955	SPORTSPLEX TURF FIELD -...	31,939.00	0.00
681-000-115-717	METLIFE	7,396.11	7,396.11
Grand Total:		723,806.39	30,755.56

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	723,806.39	30,755.56
Grand Total:	723,806.39	30,755.56



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				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT				FOR: 03/16/22 ACCOUNT 23200				RUN DATE		03/08/22 11:36 AM	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 110 ARKANSAS ELECTRIC											
03022488	02/24/22		9760 Materials		03/16/22	6915.00	.00	ACH			
03022949	03/02/22		10008 Materials		03/16/22	1284.48	.00	ACH			
03022950	03/02/22		10204 Materials		03/16/22	836.00	.00	ACH			
03023549	03/07/22		10255 Materials		03/16/22	1494.00	.00	ACH			
					VENDOR TOTAL:	10529.48					
VENDOR: 124 ATMOS ENERGY											
3012612404-3/22	03/08/22		0 Utility bill		03/16/22	1020.98	.00	ACH			
					VENDOR TOTAL:	1020.98					
VENDOR: 125 AT & T											
FEB 2022	03/02/22		0 Phone bill		03/16/22	814.03	.00	CHK			
					VENDOR TOTAL:	814.03					
VENDOR: 139 ACC BUSINESS											
220448561-2/22	03/03/22		0 Internet services		03/16/22	1348.69	.00	ACH			
					VENDOR TOTAL:	1348.69					
VENDOR: 146 AT&T MOBILITY (FIRSTNET)											
2/27/22	03/07/22		0 Cell phones		03/16/22	1380.43	.00	CHK			
					VENDOR TOTAL:	1380.43					
VENDOR: 170 ASHLEY SLING, INC.											
514728	03/04/22		10234 Supplies		03/16/22	559.08	.00	ACH			
					VENDOR TOTAL:	559.08					
VENDOR: 200 BUILDING TECHNOLOGY SERVICES											
AM2781	03/04/22		0 Alarm monitoring		03/16/22	264.00	.00	CHK			
					VENDOR TOTAL:	264.00					
VENDOR: 202 BELL BUILDING SUPPLY											
341264	03/07/22		10267 Supplies		03/16/22	51.95	.00	ACH			
					VENDOR TOTAL:	51.95					

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES				PAGE	
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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:	219	BUSINESS RADIO LICENSING											
WPUT727-2022	03/04/22	0 Radio license		03/16/22	110.00	.00	CHK						
				VENDOR TOTAL:	110.00								
VENDOR:	303	C SPIRE WIRELESS											
FEB 2022	03/04/22	0 Phone bill		03/16/22	413.52	.00	CHK						
				VENDOR TOTAL:	413.52								
VENDOR:	306	CITY OF STARKVILLE TAX&ADMIN											
MAR 2022-TAX	03/02/22	0 Tax Equivalency		03/16/22	113750.00	.00	ACH						
				VENDOR TOTAL:	113750.00								
VENDOR:	455	EXELL WATER & COFFEE, INC.											
659453	03/02/22	10130 Water		03/16/22	40.58	.00	ACH						
659454	03/02/22	10130 Water		03/16/22	22.58	.00	ACH						
				VENDOR TOTAL:	63.16								
VENDOR:	616	FUELMAN											
NP60788478	03/03/22	0 Fuel		03/16/22	2026.61	.00	CHK						
NP61667968	03/02/22	0 Fuel		03/16/22	3226.25	.00	CHK						
NP61740684	03/07/22	0 Fuel		03/16/22	4154.09	.00	CHK						
				VENDOR TOTAL:	9406.95								
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER											
1018-157761	03/02/22	10259 Repair		03/16/22	739.51	.00	ACH						
1018-157880	03/07/22	10269 Repairs		03/16/22	265.86	.00	ACH						
				VENDOR TOTAL:	1005.37								
VENDOR:	696	GARNER LUMLEY ELECTRIC											
587474	02/24/22	10159 Materials		03/16/22	2480.00	.00	ACH						
				VENDOR TOTAL:	2480.00								

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 719 GLOBAL RENTAL CO. INC.										
6017115	03/04/22	9927 URD Pulling Machine		03/16/22	134275.00	.00	CHK			
				VENDOR TOTAL:	134275.00					
VENDOR: 721 GOLDEN TRIANGLE SOLID WASTE										
STMT 02/28/22	03/07/22	10275 Rubbish		03/16/22	198.45	.00	ACH			
				VENDOR TOTAL:	198.45					
VENDOR: 801 QUADIENT FINANCE USA INC.										
3/08/22	03/08/22	0 Postage		03/16/22	453.55	.00	CHK			
				VENDOR TOTAL:	453.55					
VENDOR: 907 INDOFF, INC.										
3548288	03/07/22	10236 Supplies		03/16/22	178.39	.00	ACH			
				VENDOR TOTAL:	178.39					
VENDOR: 1020 KONE										
1158281334	03/02/22	10152 Elevator Repair		03/16/22	2889.17	.00	ACH			
				VENDOR TOTAL:	2889.17					
VENDOR: 1205 LOWE'S										
901776	02/24/22	10251 Materials		03/16/22	322.26	.00	CHK			
908158	03/03/22	10268 Tools		03/16/22	71.22	.00	CHK			
909138	03/04/22	10276 Supplies		03/16/22	11.36	.00	CHK			
				VENDOR TOTAL:	404.84					
VENDOR: 1231 TERRY KEMP										
2/02/22	03/02/22	0 Travel Expense Reimbursement		03/16/22	354.54	.00	ACH			
2/25/22	03/02/22	0 Reimb Safety Glasses		03/16/22	349.40	.00	ACH			
				VENDOR TOTAL:	703.94					
VENDOR: 1293 MATHISTON MOBILE TRUCK REP.										
1164	03/02/22	10260 Repairs		03/16/22	1014.06	.00	ACH			
1167	03/04/22	10270 Repairs		03/16/22	938.20	.00	ACH			

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VENDOR: 1305 NEXAIR, LLC									
0009655032	03/02/22	10138 Supplies		03/16/22	53.50	.00	ACH		
			VENDOR TOTAL:		53.50			1952.26	
VENDOR: 1335 VERIZON CONNECT NWF, INC									
MINS0046145	03/08/22	0 Vehicle GPS Services-CITY206		03/16/22	260.00	.00	CHK		
			VENDOR TOTAL:		260.00				
VENDOR: 1361 M & M PROSAFETY SUPPLY									
02900	02/24/22	10238 Saftey Supplies		03/16/22	1995.77	.00	ACH		
			VENDOR TOTAL:		1995.77				
VENDOR: 1390 JACKSON NEWELL PAPER CO									
3142776	03/04/22	10157 Supplies		03/16/22	913.08	.00	ACH		
			VENDOR TOTAL:		913.08				
VENDOR: 1394 NARRATIVE 12 LLC									
2/25/22	03/02/22	0 Consulting		03/16/22	4500.00	.00	ACH		
3/03/22	03/03/22	0 Consulting		03/16/22	3750.00	.00	ACH		
			VENDOR TOTAL:		8250.00				
VENDOR: 1400 NESCO									
S2510778.001	03/03/22	10231 Materials		03/16/22	1220.70	.00	ACH		
S2512291.001	03/03/22	10250 Materials		03/16/22	138.28	.00	ACH		
S2512428.001	03/03/22	10250 Materials		03/16/22	170.21	.00	ACH		
S2512443.001	03/03/22	10250 Materials		03/16/22	103.44	.00	ACH		
S2512544.001	03/03/22	10250 Materials		03/16/22	459.64	.00	ACH		
S2512704.001	03/03/22	10250 Materials		03/16/22	83.10	.00	ACH		
S2512807.001	03/03/22	10250 Materials		03/16/22	140.97	.00	ACH		
S2512808.001	03/07/22	10250 Materials		03/16/22	704.85	.00	ACH		
S2512951.001	03/03/22	10253 Materials		03/16/22	234.20	.00	ACH		
S2513657.001	03/07/22	10263 Materials		03/16/22	1855.01	.00	ACH		
			VENDOR TOTAL:		5110.40				

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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:																																							
50558	1406		NORTHEAST EXTERMINATING																																				
	03/04/22	10148	Pest Control		03/16/22	45.00	.00	ACH																															
VENDOR TOTAL:						45.00																																	
VENDOR:																																							
2218-2022	1413		NMPPA																																				
	03/02/22	0	Annual Dues-2022		03/16/22	300.00	.00	CHK																															
VENDOR TOTAL:						300.00																																	
VENDOR:																																							
760634	1525		OKTIBBEHA CO. CO-OP																																				
760931	03/02/22	10218	Uniforms		03/16/22	103.35	.00	ACH																															
	03/07/22	10261	Uniform		03/16/22	128.64	.00	ACH																															
VENDOR TOTAL:						231.99																																	
VENDOR:																																							
192312	1800		RACKLEY OIL, INC.																																				
	02/15/22	0	Credit on account		03/02/22	29.95-	.00	ACH																															
VENDOR TOTAL:						29.95-																																	
VENDOR:																																							
163327879-046	1818		UNITED RENTALS, INC.																																				
S200929257-005	02/24/22	10106	Equipment Rental		03/16/22	1395.01	.00	ACH																															
	03/03/22	10083	Equipment Rental		03/16/22	51.68	.00	ACH																															
VENDOR TOTAL:						1446.69																																	
VENDOR:																																							
8259	1886		MERIDIAN COOPERATIVE INC																																				
	03/07/22	0	Billing services		03/16/22	25663.62	.00	ACH																															
VENDOR TOTAL:						25663.62																																	
VENDOR:																																							
2381-2384	1887		S & S LINE SERVICE INC																																				
2385-2386	03/02/22	0	ROW Clearing		03/16/22	11749.60	.00	ACH																															
	03/07/22	0	ROW Clearing		03/16/22	5874.80	.00	ACH																															
VENDOR TOTAL:						17624.40																																	
VENDOR:																																							
5151-150029	1905		STARKVILLE AUTO PARTS																																				
	03/02/22	10183	Repairs		03/16/22	12.99	.00	CHK																															
VENDOR TOTAL:						12.99																																	

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES			PAGE		
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VENDOR:	1927	STAPLES BUSINESS CREDIT									
2/25/22 STMT	03/03/22	0 Office Supplies		03/16/22	58.91	.00	CHK				
	VENDOR TOTAL:				58.91						
VENDOR:	1931	STARKVILLE SANITATION DEPT									
FEB 2022	03/02/22	0 Sanitation Collections		03/16/22	266751.73	.00	ACH				
	VENDOR TOTAL:				266751.73						
VENDOR:	1933	STARKVILLE WATER DEPT									
FEB 2022	03/02/22	0 Water-Sewer Collections		03/16/22	701694.89	.00	ACH				
	VENDOR TOTAL:				701694.89						
VENDOR:	1940	STUART C. IRBY									
S012640015.003	03/03/22	9954 Materials		03/16/22	1995.00	.00	ACH				
S012859550.002	03/07/22	10232 Materials		03/16/22	373.00	.00	ACH				
S012861363.001	02/24/22	10233 Materials		03/16/22	1144.25	.00	ACH				
S012861363.002	03/03/22	10233 Materials		03/16/22	370.00	.00	ACH				
S012864547.001	03/03/22	10241 Tools		03/16/22	4945.56	.00	ACH				
S012879816.001	03/03/22	10258 Materials		03/16/22	1789.08	.00	ACH				
	VENDOR TOTAL:				10616.89						
VENDOR:	1999	T & C SPECIALTY DISTRIBUTORS									
0023466-IN	03/07/22	10220 Materials		03/16/22	41697.90	.00	ACH				
	VENDOR TOTAL:				41697.90						
VENDOR:	2017	TEREX UTILITIES									
7201353	03/02/22	9865 Repairs		03/16/22	356.20	.00	ACH				
	VENDOR TOTAL:				356.20						
VENDOR:	2021	TCC FACILITIES MANAGEMENT INC									
4552	03/08/22	0 Janitorial services		03/16/22	450.00	.00	ACH				
	VENDOR TOTAL:				450.00						

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
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VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
INV0045780	03/02/22	0 Safety training		03/16/22	500.00	.00	ACH				
				VENDOR TOTAL:	500.00						
VENDOR: 2098 ULINE											
144118848	03/03/22	10169 Furniture		03/16/22	1708.77	.00	ACH				
				VENDOR TOTAL:	1708.77						
VENDOR: 2117 UTILITY MAINT SPECIALIST INC											
4596, 4598	03/02/22	0 Substation Testing		03/16/22	45237.92	.00	ACH				
				VENDOR TOTAL:	45237.92						
VENDOR: 2118 BORDER STATES ELECTRIC											
923780010	03/07/22	9906 Materials		03/16/22	2705.00	.00	ACH				
923780011	03/07/22	10213 Materials		03/16/22	1157.22	.00	ACH				
				VENDOR TOTAL:	3862.22						
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.											
00397864	03/07/22	10140 Gas		03/16/22	37.30	.00	ACH				
04002101	03/07/22	10140 Cylinder Rental		03/16/22	843.00	.00	ACH				
				VENDOR TOTAL:	880.30						
VENDOR: 2210 VERIZON WIRELESS											
9900367718	03/07/22	0 AMI M2M Data Usage		03/16/22	772.58	.00	CHK				
9900767662	03/08/22	0 Phone bill 2821-01		03/16/22	741.85	.00	CHK				
				VENDOR TOTAL:	1514.43						
VENDOR: 2300 WALMART COMMUNITY BRC											
2/19/22 STWT	03/03/22	0 Supplies		03/16/22	1221.62	.00	CHK				
				VENDOR TOTAL:	1221.62						
VENDOR: 2305 WASTE PRO											
0000236615	03/07/22	10160 Dumpster		03/16/22	55.00	.00	ACH				
				VENDOR TOTAL:	55.00						

STARKVILLE UTILITIES
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VENDOR: 2334 WORSHAM BROTHERS CONSTR LLC								
RFP#18 -	2/24/22	03/02/22	0	Operations Center Constructi	03/16/22	116148.90	.00	ACH
						VENDOR TOTAL:	116148.90	
VENDOR: 2426 ZERION SOFTWARE								
2022-108618	03/04/22	0	Computer Software Applicatio	03/16/22	2250.00	.00	.00	ACH
						VENDOR TOTAL:	2250.00	
VENDOR: 99009971 SERVICEMASTER RESTORATION								
220237	03/02/22	10266	Cleaning Foyer	03/16/22	300.00	.00	.00	ACH
						VENDOR TOTAL:	300.00	
						GRAND TOTAL:	1541436.41	

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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:	186	BRENNTAG MID-SOUTH								
BMS6204	02/24/22	6693 Chemicals		03/16/22	1549.93	.00	ACH			
BMS77246	02/24/22	6694 Chemicals		03/16/22	1158.50	.00	ACH			
		VENDOR TOTAL:			2708.43					
VENDOR:	189	BANCORPSOUTH-2012 BONDS								
3/01/22	03/02/22	0 2.6M GO Bond Payment		03/16/22	16904.52	.00	CHK			
		VENDOR TOTAL:			16904.52					
VENDOR:	194	AUTOZONE								
0426317258	03/07/22	6767 Maintenance		03/16/22	126.42	.00	ACH			
0426318343	03/07/22	0 Return		03/16/22	65.00-	.00	ACH			
		VENDOR TOTAL:			61.42					
VENDOR:	200	BUILDING TECHNOLOGY SERVICES								
AM2760	03/07/22	0 Alarm Monitoring		03/16/22	264.00	.00	CHK			
		VENDOR TOTAL:			264.00					
VENDOR:	202	BELL BUILDING SUPPLY								
340816	02/24/22	6736 Supplies		03/16/22	47.94	.00	ACH			
341096	03/02/22	6754 Supplies		03/16/22	17.98	.00	ACH			
341146	03/02/22	6758 Supplies		03/16/22	7.59	.00	ACH			
341284	03/03/22	6765 Materials		03/16/22	33.33	.00	ACH			
640847	02/24/22	6737 Safty Supplies		03/16/22	59.74	.00	ACH			
		VENDOR TOTAL:			166.58					
VENDOR:	220	CENTRAL PIPE SUPPLY								
S100284057.001	02/24/22	6663 Materials		03/16/22	1399.10	.00	ACH			
S100288042.001	03/02/22	6749 Materials		03/16/22	499.60	.00	ACH			
		VENDOR TOTAL:			1898.70					
VENDOR:	307	CITY OF STARKVILLE								
FEB 2022-SRL	02/28/22	0 State Revolving Loan Repay		03/16/22	25345.01	.00	ACH			
MAR 2022-SRL	03/02/22	0 State Revolving Loan Repay		03/16/22	25345.01	.00	ACH			
		VENDOR TOTAL:			50690.02					

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VENDOR:									
3120608-000-000	03/02/22	6738 Materials		03/16/22	1433.00	.00	ACH		
				VENDOR TOTAL:	1433.00				
VENDOR:									
60810	03/02/22	6755 Maintenance		03/16/22	381.60	.00	ACH		
				VENDOR TOTAL:	381.60				
VENDOR:									
681219	02/24/22	6740 Maintenance		03/16/22	51.98	.00	ACH		
				VENDOR TOTAL:	51.98				
VENDOR:									
	455	EXELL WATER & COFFEE, INC.							
659455	03/02/22	5205 Water		03/16/22	22.58	.00	ACH		
664632	03/02/22	5205 Rental		03/16/22	11.00	.00	ACH		
				VENDOR TOTAL:	33.58				
VENDOR:									
	604	FASTENAL							
MSSTA99824	03/03/22	5253 Safety Equipment		03/16/22	740.56	.00	ACH		
				VENDOR TOTAL:	740.56				
VENDOR:									
	606	4-COUNTY EPA							
FEB 2022	03/08/22	0 Utilities expense		03/16/22	11625.41	.00	CHK		
				VENDOR TOTAL:	11625.41				
VENDOR:									
	691	GATEWAY TIRE&SERVICE CENTER							
1018-157492	02/24/22	6734 Repair		03/16/22	18.87	.00	ACH		
				VENDOR TOTAL:	18.87				
VENDOR:									
	702	HACH							
12902545	03/02/22	6735 Lab Supplies		03/16/22	107.79	.00	ACH		
12914156	03/04/22	6611 Supplies		03/16/22	156.00	.00	ACH		
				VENDOR TOTAL:	263.79				

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VENDOR:	765	HYDRA SERVICE, INC.								
156299	03/02/22	5246 Materials		03/16/22	316.00	.00	ACH			
				VENDOR TOTAL:	316.00					
VENDOR:	815	HOWARD TECHNOLOGY SOLUTIONS								
22-00542178	02/24/22	6640 Software		03/16/22	286.00	.00	ACH			
				VENDOR TOTAL:	286.00					
VENDOR:	1010	JT RAY CO								
220216-0526	03/02/22	0 Copier service		03/16/22	93.19	.00	ACH			
				VENDOR TOTAL:	93.19					
VENDOR:	1319	MONT'S PAPER & PACKAGING								
400283	03/04/22	5211 Uniforms		03/16/22	299.57	.00	ACH			
				VENDOR TOTAL:	299.57					
VENDOR:	1341	MS DEVELOPMENT AUTHORITY								
3/01/22	03/02/22	0 CAP Loan Payments		03/16/22	27070.29	.00	CHK			
				VENDOR TOTAL:	27070.29					
VENDOR:	1366	MS CROSS CONNECTION								
29868	03/03/22	5252 CCC Program		03/16/22	278.00	.00	ACH			
				VENDOR TOTAL:	278.00					
VENDOR:	1525	OKTIBBEHA COUNTY COOP								
6761	03/02/22	6761 Uniform		03/16/22	163.85	.00	ACH			
760741	03/02/22	6760 Soil		03/16/22	74.00	.00	ACH			
761002	03/04/22	6622 Uniforms		03/16/22	160.90	.00	ACH			
				VENDOR TOTAL:	398.75					
VENDOR:	1531	O'REILLY AUTO PARTS								
0997212662	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			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SE
VENDOR:	1855	RITE-WAY UPHOLSTERY		VENDOR TOTAL:		82.79-					
02252022	03/02/22	6745	Maintenance		03/16/22	225.00	.00	ACH			
VENDOR:	1884	STARKVILLE GARBAGE		VENDOR TOTAL:		225.00					
2/25/22	03/02/22	0	Garbage disposal-600137		03/16/22	90.00	.00	CHK			
VENDOR:	1892	S&N AIROFLO INC		VENDOR TOTAL:		90.00					
18398	03/02/22	5247	Aerators Rental		03/16/22	4400.00	.00	ACH			
VENDOR:	1905	STARKVILLE AUTO PARTS		VENDOR TOTAL:		4400.00					
5151-150523	03/04/22	5240	Maintenance		03/16/22	13.99	.00	CHK			
5151-150650	02/28/22	6742	Maintenance		03/16/22	50.85	.00	CHK			
5151-150688	03/02/22	6750	Maintenance		03/16/22	21.85	.00	CHK			
5151-150727	03/02/22	6759	Maintenance		03/16/22	187.05	.00	CHK			
VENDOR:	1910	STARKVILLE ELECTRIC DEPT		VENDOR TOTAL:		273.74					
14610-0122	03/02/22	0	Due to Elec Dept-146.10		03/16/22	60601.13	.00	ACH			
VENDOR:	1917	RONNIE JONES CONST, INC.		VENDOR TOTAL:		60601.13					
20221050	03/02/22	6757	Limestone		03/16/22	940.91	.00	ACH			
VENDOR:	1937	SOUTHERN PIPE & SUPPLY		VENDOR TOTAL:		940.91					
6358590-00	03/02/22	6726	Materials		03/16/22	779.70	.00	ACH			
VENDOR:				VENDOR TOTAL:		779.70					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		RUN DATE		PAGE	
PRG. ACTPAYLT			FOR: 03/16/22 ACCOUNT 23110					03/08/22		5	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY											
71158	02/28/22	6747 Supplies		03/16/22	62.61	.00	ACH				
				VENDOR TOTAL:	62.61						
VENDOR: 2000 TALKING WARRIOR WATER ASSOC											
FEB 2022	03/02/22	0 TWWA Water Revenues		03/16/22	2114.90	.00	ACH				
				VENDOR TOTAL:	2114.90						
VENDOR: 2004 TJ CHEMICALS & SUPPLIES LLC											
2759	02/28/22	6724 Chemicals		03/16/22	196.00	.00	ACH				
				VENDOR TOTAL:	196.00						
VENDOR: 2024 THOMPSON MACHINERY											
PC110309798	03/02/22	6744 Maintenance		03/16/22	139.36	.00	CHK				
				VENDOR TOTAL:	139.36						
VENDOR: 2098 ULINE											
144177445	03/04/22	6666 Supplies		03/16/22	212.55	.00	ACH				
145534123	03/04/22	5243 Equipment		03/16/22	573.93	.00	ACH				
145733754	03/04/22	5245 Shelving		03/16/22	522.73	.00	ACH				
145833738	03/04/22	5255 Saftey Equipment		03/16/22	1448.71	.00	ACH				
				VENDOR TOTAL:	2757.92						
VENDOR: 2104 UPS											
24W1X6082	03/02/22	0 Postage		03/16/22	50.64	.00	CHK				
24W1X6092	03/07/22	0 Postage		03/16/22	35.67	.00	CHK				
				VENDOR TOTAL:	86.31						
VENDOR: 2111 USA BLUEBOOK											
892775	03/02/22	6739 Supplies		03/16/22	75.28	.00	ACH				
				VENDOR TOTAL:	75.28						

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 03/16/22 ACCOUNT 23110			RUN DATE 03/08/22		11:35 AM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR:									
1065120	2202	WAYPOINT ANALYTICAL							
1065256	03/02/22	6609 Testing		03/16/22	252.00	.00	ACH		
	03/04/22	6609 Testing		03/16/22	252.00	.00	ACH		
				VENDOR TOTAL:	504.00				
VENDOR:									
14672	2303	WATERMARK PRINTERS, LLC							
	03/02/22	6752 Supplies		03/16/22	244.00	.00	ACH		
				VENDOR TOTAL:	244.00				
VENDOR:									
P00344	2304	WADE, INC							
	02/28/22	6743 Maintenance		03/16/22	53.09	.00	CHK		
				VENDOR TOTAL:	53.09				
				GRAND TOTAL:	189445.42				



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 3-15-2022
PAGE: 1 of 22

SUBJECT: Request acceptance of the February 2022 financial statements 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,
Webb Corban, Director of Finance
or David Wise, Manager of Accounting & Finance

SUGGESTED MOTION:

Acceptance of the February 2022 financial statements of the City of Starkville, MS.



City of Starkville, MS

Unaudited

Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,340,000.00	8,340,000.00	3,237,655.72	6,365,676.80	-1,974,323.20	76.33 %
206 - LIEU OF TAXES	805,500.00	805,500.00	44,713.00	532,502.06	-272,997.94	66.11 %
220 - LICENSES AND PERMITS	259,000.00	259,000.00	11,972.03	184,315.17	-74,684.83	71.16 %
230 - INTERGOVERNMENTAL REVENUES	12,119,500.00	12,119,500.00	1,019,434.42	5,363,066.65	-6,756,433.35	44.25 %
250 - GRANTS	107,900.00	157,900.00	9,958.81	58,679.36	-99,220.64	37.16 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	200.00	24,118.09	-381.91	98.44 %
330 - FINES AND FORFEITS	462,500.00	462,500.00	36,253.87	192,565.12	-269,934.88	41.64 %
340 - MISCELLANEOUS	581,750.00	581,750.00	36,517.76	366,654.52	-215,095.48	63.03 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	750.00	950.00	-550.00	63.33 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,920,000.00	4,920,000.00	113,750.00	637,428.45	-4,282,571.55	12.96 %
631 - ODDFELLOWS	10,500.00	10,500.00	0.00	104.68	-10,395.32	1.00 %
Department: 000 - UNDESIGNATED Total:	27,632,650.00	27,682,650.00	4,511,205.61	13,726,060.90	-13,956,589.10	49.58 %
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	204,100.00	204,100.00	16,239.88	88,297.92	115,802.08	43.26 %
600 - CONTRACTUAL SERVICES	16,500.00	16,500.00	605.59	3,901.67	12,598.33	23.65 %
Department: 100 - BOARD OF ALDERMEN Total:	220,600.00	220,600.00	16,845.47	92,199.59	128,400.41	41.79 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	345,130.00	345,130.00	23,739.72	150,305.42	194,824.58	43.55 %
500 - SUPPLIES	10,000.00	10,000.00	762.81	1,533.18	8,466.82	15.33 %
600 - CONTRACTUAL SERVICES	23,000.00	23,000.00	2,066.02	13,110.00	9,890.00	57.00 %
900 - CAPITAL OUTLAY	78,500.00	78,500.00	0.00	9,391.66	69,108.34	11.96 %
Department: 110 - MUNICIPAL COURT Total:	456,630.00	456,630.00	26,568.55	174,340.26	282,289.74	38.18 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	92,950.00	22,963.45	46,365.13	46,584.87	49.88 %
Department: 111 - YOUTH COURT Total:	92,950.00	92,950.00	22,963.45	46,365.13	46,584.87	49.88 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	153,120.00	153,120.00	11,818.14	64,780.86	88,339.14	42.31 %
500 - SUPPLIES	1,200.00	1,200.00	389.80	967.21	232.79	80.60 %
600 - CONTRACTUAL SERVICES	151,000.00	151,000.00	26,442.85	45,014.63	105,985.37	29.81 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	305,820.00	305,820.00	38,650.79	110,762.70	195,057.30	36.22 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	336,400.00	336,400.00	25,523.30	139,975.69	196,424.31	41.61 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	118,250.00	118,250.00	3,241.56	81,774.59	36,475.41	69.15 %
900 - CAPITAL OUTLAY	90,000.00	90,000.00	2,973.00	49,708.41	40,291.59	55.23 %
Department: 123 - IT Total:	545,150.00	545,150.00	31,737.86	271,458.69	273,691.31	49.80 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	444,482.00	444,482.00	33,158.12	156,875.34	287,606.66	35.29 %
600 - CONTRACTUAL SERVICES	115,000.00	115,000.00	0.00	114,149.00	851.00	99.26 %
Department: 142 - CITY CLERKS OFFICE Total:	559,482.00	559,482.00	33,158.12	271,024.34	288,457.66	48.44 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	81.46	2,226.16	7,273.84	23.43 %
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	1,299.94	5,583.80	17,916.20	23.76 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	1,560.00	1,440.00	52.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	37,000.00	37,000.00	1,381.40	9,369.96	27,630.04	25.32 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	0.00	2,600.00	5,900.00	30.59 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,500.00	8,500.00	0.00	2,600.00	5,900.00	30.59 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	5,386.16	29,623.91	40,321.09	42.35 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	5,386.16	29,623.91	40,321.09	42.35 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	235,000.00	235,000.00	11,684.44	73,969.74	161,030.26	31.48 %
Department: 169 - LEGAL Total:	235,000.00	235,000.00	11,684.44	73,969.74	161,030.26	31.48 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	307,383.00	307,383.00	19,499.96	106,897.78	200,485.22	34.78 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	9.63	2,990.37	0.32 %
600 - CONTRACTUAL SERVICES	50,750.00	50,750.00	941.17	18,013.42	32,736.58	35.49 %
Department: 180 - HUMAN RESOURCES Total:	361,133.00	361,133.00	20,441.13	124,920.83	236,212.17	34.59 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	178,240.00	178,240.00	14,160.42	71,438.49	106,801.51	40.08 %
500 - SUPPLIES	1,100.00	1,100.00	0.00	573.66	526.34	52.15 %
600 - CONTRACTUAL SERVICES	122,150.00	122,150.00	10,403.58	23,527.73	98,622.27	19.26 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	19,200.00	19,200.00	800.00	96.00 %
Department: 190 - CITY PLANNER Total:	321,490.00	321,490.00	43,764.00	114,739.88	206,750.12	35.69 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	136,940.00	136,940.00	10,099.61	55,243.09	81,696.91	40.34 %
Department: 191 - EXTERNAL SERVICE Total:	136,940.00	136,940.00	10,099.61	55,243.09	81,696.91	40.34 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	331.97	1,896.68	3,603.32	34.49 %
600 - CONTRACTUAL SERVICES	89,500.00	89,500.00	9,322.70	43,377.22	46,122.78	48.47 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	896.50	2,689.50	25.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	98,586.00	98,586.00	9,654.67	46,170.40	52,415.60	46.83 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	13,499.00	6,501.00	67.50 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	0.00	22,500.00	44,428.00	33.62 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	12,000.00	20,000.00	37.50 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	120,928.00	120,928.00	0.00	47,999.00	72,929.00	39.69 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	1,400.00	7,000.00	19,000.00	26.92 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,600.00	8,000.00	12,000.00	40.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	46,000.00	3,000.00	15,000.00	31,000.00	32.61 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	406,430.00	406,430.00	32,607.29	176,588.84	229,841.16	43.45 %
500 - SUPPLIES	6,150.00	6,150.00	59.19	249.42	5,900.58	4.06 %
600 - CONTRACTUAL SERVICES	20,900.00	20,900.00	773.28	4,419.12	16,480.88	21.14 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	3,363.16	6,636.84	33.63 %
Department: 197 - ENGINEERING Total:	443,480.00	443,480.00	33,439.76	184,620.54	258,859.46	41.63 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,518,290.00	4,518,290.00	342,028.62	1,988,168.89	2,530,121.11	44.00 %
500 - SUPPLIES	452,500.00	452,500.00	41,073.14	203,506.10	248,993.90	44.97 %
600 - CONTRACTUAL SERVICES	564,750.00	564,750.00	69,234.12	316,883.64	247,866.36	56.11 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	10,751.36	25,227.16	-25,227.16	0.00 %
800 - DEBT SERVICE	147,000.00	147,000.00	0.00	73,482.00	73,518.00	49.99 %
900 - CAPITAL OUTLAY	127,700.00	192,700.00	65,000.00	74,619.41	118,080.59	38.72 %
Department: 201 - POLICE DEPARTMENT Total:	5,810,240.00	5,875,240.00	528,087.24	2,681,887.20	3,193,352.80	45.65 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	290,500.00	290,500.00	21,962.56	109,336.32	181,163.68	37.64 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	1,036.86	463.14	69.12 %
Department: 245 - DISPATCHERS Total:	292,000.00	292,000.00	21,962.56	110,373.18	181,626.82	37.80 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	103,210.00	103,210.00	9,063.98	46,293.43	56,916.57	44.85 %
500 - SUPPLIES	2,750.00	2,750.00	150.00	548.15	2,201.85	19.93 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 246 - CODE ENFORCEMENT Total:	110,960.00	110,960.00	9,213.98	46,841.58	64,118.42	42.21 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	134,230.00	134,230.00	12,045.97	59,413.90	74,816.10	44.26 %
Department: 254 - DUI GRANT Total:	134,230.00	134,230.00	12,045.97	59,413.90	74,816.10	44.26 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,222,685.00	4,222,685.00	303,805.95	1,739,199.24	2,483,485.76	41.19 %
500 - SUPPLIES	133,750.00	133,750.00	43,011.39	80,826.41	52,923.59	60.43 %
600 - CONTRACTUAL SERVICES	276,500.00	276,500.00	28,643.74	151,493.74	125,006.26	54.79 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	50,000.00	0.00	5,122.50	44,877.50	10.25 %
800 - DEBT SERVICE	99,350.00	99,350.00	0.00	113,132.35	-13,782.35	113.87 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	5,062.00	19,881.69	30,118.31	39.76 %
Department: 261 - FIRE DEPARTMENT Total:	4,782,285.00	4,832,285.00	380,523.08	2,109,655.93	2,722,629.07	43.66 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	263,390.00	263,390.00	21,105.62	112,269.87	151,120.13	42.62 %
500 - SUPPLIES	7,000.00	7,000.00	284.65	1,530.61	5,469.39	21.87 %
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	1,005.26	5,889.19	11,110.81	34.64 %
800 - DEBT SERVICE	6,935.00	6,935.00	451.37	2,708.23	4,226.77	39.05 %
Department: 281 - BUILDING/CODES OFFICE Total:	294,325.00	294,325.00	22,846.90	122,397.90	171,927.10	41.59 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	4,754.98	15,102.82	2,397.18	86.30 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	-6,062.14	6,062.14	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,150.00	18,150.00	4,754.98	9,040.68	9,109.32	49.81 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	938,370.00	938,370.00	62,312.41	337,990.66	600,379.34	36.02 %
500 - SUPPLIES	183,750.00	183,750.00	30,745.45	108,713.23	75,036.77	59.16 %
600 - CONTRACTUAL SERVICES	589,500.00	589,500.00	52,707.50	210,512.86	378,987.14	35.71 %
800 - DEBT SERVICE	98,675.00	98,675.00	8,254.34	52,025.09	46,649.91	52.72 %
900 - CAPITAL OUTLAY	60,000.00	60,000.00	1,050.00	3,119.68	56,880.32	5.20 %
Department: 301 - STREET DEPARTMENT Total:	1,870,295.00	1,870,295.00	155,069.70	712,361.52	1,157,933.48	38.09 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	94,180.00	94,180.00	8,167.34	43,601.39	50,578.61	46.30 %
500 - SUPPLIES	3,500.00	3,500.00	322.70	3,169.21	330.79	90.55 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	388.45	2,577.01	2,972.99	46.43 %
900 - CAPITAL OUTLAY	185,000.00	185,000.00	0.00	92,500.00	92,500.00	50.00 %
Department: 360 - ANIMAL CONTROL Total:	288,230.00	288,230.00	8,878.49	141,847.61	146,382.39	49.21 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	10,000.00	10,000.00	50.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	10,000.00	10,000.00	50.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	1,065,310.00	1,065,310.00	0.00	116,679.36	948,630.64	10.95 %
500 - SUPPLIES	175,000.00	175,000.00	615.55	24,494.11	150,505.89	14.00 %
600 - CONTRACTUAL SERVICES	467,100.00	467,100.00	245,778.73	421,667.26	45,432.74	90.27 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	4,489.00	13,467.00	25.00 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,745,366.00	1,745,366.00	246,394.28	567,329.73	1,178,036.27	32.50 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
900 - CAPITAL OUTLAY	2,355,000.00	2,355,000.00	218,511.44	1,144,538.19	1,210,461.81	48.60 %
Department: 600 - CAPITAL PROJECTS Total:	2,365,000.00	2,365,000.00	218,511.44	1,144,538.19	1,220,461.81	48.39 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	270,000.00	270,000.00	0.00	125,000.00	145,000.00	46.30 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	334,000.00	334,000.00	0.00	185,500.00	148,500.00	55.54 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,662,412.00	2,662,412.00	45,612.50	361,431.98	2,300,980.02	13.58 %
Department: 800 - DEBT SERVICE Total:	2,662,412.00	2,662,412.00	45,612.50	361,431.98	2,300,980.02	13.58 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,845,023.00	2,780,023.00	0.00	0.00	2,780,023.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,845,023.00	2,780,023.00	0.00	0.00	2,780,023.00	0.00 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	2,548,529.08	3,793,033.44	3,793,033.44	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	11,500.00	11,500.00	623.25	3,455.00	-8,045.00	30.04 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	21,500.00	21,500.00	623.25	3,455.00	-18,045.00	16.07 %
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	1,363.41	1,476.07	3,523.93	29.52 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	21,500.00	21,500.00	1,363.41	1,476.07	20,023.93	6.87 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-740.16	1,978.93	1,978.93	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	139,000.00	139,000.00	0.00	150,505.36	11,505.36	108.28 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	269,000.00	269,000.00	0.00	150,505.36	-118,494.64	55.95 %
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	500.00	500.00	0.00	1,766.50	-1,266.50	353.30 %
800 - DEBT SERVICE	263,250.00	263,250.00	0.00	182,891.85	80,358.15	69.47 %
900 - CAPITAL OUTLAY	5,250.00	5,250.00	0.00	0.00	5,250.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,000.00	269,000.00	0.00	184,658.35	84,341.65	68.65 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	-34,152.99	-34,152.99	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	7,982.00	-62,969.00	11.25 %
340 - MISCELLANEOUS	30,500.00	30,500.00	1,750.00	10,259.17	-20,240.83	33.64 %
360 - CHARGES FOR SERVICES	509,250.00	509,250.00	45,261.08	330,482.49	-178,767.51	64.90 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,310,701.00	1,310,701.00	47,011.08	348,723.66	-961,977.34	26.61 %
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	170,300.00	170,300.00	9,313.55	50,272.76	120,027.24	29.52 %
500 - SUPPLIES	419,000.00	419,000.00	63,224.84	265,378.11	153,621.89	63.34 %
600 - CONTRACTUAL SERVICES	104,850.00	104,850.00	11,486.56	69,739.94	35,110.06	66.51 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	331.20	2,784.29	-2,784.29	0.00 %
900 - CAPITAL OUTLAY	616,551.00	616,551.00	0.00	0.00	616,551.00	0.00 %
Department: 505 - AIRPORT Total:	1,310,701.00	1,310,701.00	84,356.15	388,175.10	922,525.90	29.62 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-37,345.07	-39,451.44	-39,451.44	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	145,556.00	145,556.00	0.00	19,439.98	-126,116.02	13.36 %
Department: 000 - UNDESIGNATED Total:	145,556.00	145,556.00	0.00	19,439.98	-126,116.02	13.36 %
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	49,414.00	49,414.00	7,108.80	25,532.17	23,881.83	51.67 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	96,142.00	96,142.00	23,881.83	43,484.74	52,657.26	45.23 %
Department: 515 - RESTRICTED PROJECTS Total:	145,556.00	145,556.00	30,990.63	69,016.91	76,539.09	47.42 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-30,990.63	-49,576.93	-49,576.93	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,000.00	2,800,000.00	250,000.85	1,222,979.53	-1,577,020.47	43.68 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,100,000.00	3,100,000.00	250,000.85	1,222,979.53	-1,877,020.47	39.45 %
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,564,361.00	1,564,361.00	110,058.21	631,065.15	933,295.85	40.34 %
500 - SUPPLIES	240,500.00	240,500.00	123,352.69	187,339.51	53,160.49	77.90 %
600 - CONTRACTUAL SERVICES	844,600.00	844,600.00	56,394.10	373,148.69	471,451.31	44.18 %
800 - DEBT SERVICE	298,702.00	298,702.00	3,743.59	106,380.04	192,321.96	35.61 %
900 - CAPITAL OUTLAY	151,837.00	151,837.00	0.00	8,000.00	143,837.00	5.27 %
Department: 322 - SANITATION DEPARTMENT Total:	3,100,000.00	3,100,000.00	293,548.59	1,305,933.39	1,794,066.61	42.13 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	-43,547.74	-82,953.86	-82,953.86	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	440,000.00	440,000.00	23,417.65	97,982.67	-342,017.33	22.27 %
Department: 000 - UNDESIGNATED Total:	441,000.00	441,000.00	23,417.65	97,982.67	-343,017.33	22.22 %
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	221,000.00	221,000.00	0.00	0.00	221,000.00	0.00 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	0.00	220,000.00	0.00 %
Department: 323 - LANDFILL Total:	441,000.00	441,000.00	0.00	0.00	441,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	23,417.65	97,982.67	97,982.67	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	50,000.00	50,000.00	2,381.50	13,711.00	-36,289.00	27.42 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	90,000.00	90,000.00	2,381.50	13,711.00	-76,289.00	15.23 %
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	90,000.00	90,000.00	175.00	12,353.73	77,646.27	13.73 %
Department: 112 - COMPUTER ASSESMENTS Total:	90,000.00	90,000.00	175.00	12,353.73	77,646.27	13.73 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	2,206.50	1,357.27	1,357.27	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,500.00	2,500.00	43.46	460.96	-2,039.04	18.44 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	702,500.00	702,500.00	43.46	460.96	-702,039.04	0.07 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	702,500.00	702,500.00	107,279.68	586,062.69	116,437.31	83.43 %
Department: 600 - CAPITAL PROJECTS Total:	702,500.00	702,500.00	107,279.68	586,062.69	116,437.31	83.43 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-107,236.22	-585,601.73	-585,601.73	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - LINKAGE TAP PROJECT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	30,000.00	30,000.00	0.00	13,389.45	16,610.55	44.63 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	30,000.00	30,000.00	0.00	13,389.45	16,610.55	44.63 %
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	0.00	0.00	0.00	-13,389.45	-13,389.45	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,500.00	1,500.00	33.36	63,523.53	62,023.53	4,234.90 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,000,000.00	1,000,000.00	0.00	-2,802.50	-1,002,802.50	0.28 %
Department: 000 - UNDESIGNATED Total:	1,001,500.00	1,001,500.00	33.36	60,721.03	-940,778.97	6.06 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	996,500.00	996,500.00	14,025.60	91,430.64	905,069.36	9.18 %
Department: 600 - CAPITAL PROJECTS Total:	1,001,500.00	1,001,500.00	14,025.60	91,430.64	910,069.36	9.13 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-13,992.24	-30,709.61	-30,709.61	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,825,000.00	1,825,000.00	180,538.43	1,092,615.73	-732,384.27	59.87 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,325,000.00	3,325,000.00	180,538.43	1,092,615.73	-2,232,384.27	32.86 %
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	0.00	0.00	59,996.75	-59,996.75	0.00 %
800 - DEBT SERVICE	1,487,955.00	1,487,955.00	507,675.00	620,848.25	867,106.75	41.72 %
900 - CAPITAL OUTLAY	1,637,045.00	1,637,045.00	0.00	0.00	1,637,045.00	0.00 %
950 - TRANSFERS	200,000.00	200,000.00	0.00	50,000.00	150,000.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	3,325,000.00	3,325,000.00	507,675.00	730,845.00	2,594,155.00	21.98 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	-327,136.57	361,770.73	361,770.73	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	1,500,000.00	0.00	851,690.98	-648,309.02	56.78 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	1,500,000.00	0.00	851,690.98	-648,309.02	56.78 %
Department: 318 - MS182/MLK						
500 - SUPPLIES	0.00	0.00	0.00	222.80	-222.80	0.00 %
600 - CONTRACTUAL SERVICES	900,000.00	900,000.00	12,998.20	153,955.75	746,044.25	17.11 %
900 - CAPITAL OUTLAY	600,000.00	600,000.00	0.00	0.00	600,000.00	0.00 %
Department: 318 - MS182/MLK Total:	1,500,000.00	1,500,000.00	12,998.20	154,178.55	1,345,821.45	10.28 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	-12,998.20	697,512.43	697,512.43	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	25,850.57	101,949.36	91,949.36	1,019.49 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	17,990,000.00	17,990,000.00	0.00	0.00	-17,990,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	18,000,000.00	18,000,000.00	25,850.57	101,949.36	-17,898,050.64	0.57 %
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	913,466.00	913,466.00	33,972.64	649,007.03	264,458.97	71.05 %
900 - CAPITAL OUTLAY	17,086,534.00	17,086,534.00	860,798.06	4,425,696.33	12,660,837.67	25.90 %
Department: 551 - PARK & REC TOURISM Total:	18,000,000.00	18,000,000.00	894,770.70	5,074,703.36	12,925,296.64	28.19 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	-868,920.13	-4,972,754.00	-4,972,754.00	0.00 %
Report Surplus (Deficit):	0.00	0.00	1,131,246.27	-854,954.54	-854,954.54	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	2,548,529.08	3,793,033.44	3,793,033.44
002 - RESTRICTED POLICE FUND	0.00	0.00	-740.16	1,978.93	1,978.93
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	-34,152.99	-34,152.99
015 - AIRPORT FUND	0.00	0.00	-37,345.07	-39,451.44	-39,451.44
016 - RESTRICTED AIRPORT	0.00	0.00	-30,990.63	-49,576.93	-49,576.93
022 - ENVIRONMENTAL SERVICES	0.00	0.00	-43,547.74	-82,953.86	-82,953.86
023 - LANDFILL ACCOUNT	0.00	0.00	23,417.65	97,982.67	97,982.67
107 - COMPUTER ASSESSMENTS	0.00	0.00	2,206.50	1,357.27	1,357.27
303 - INDUSTRIAL PARK BOND	0.00	0.00	-107,236.22	-585,601.73	-585,601.73
310 - LINKAGE TAP PROJECT	0.00	0.00	0.00	-13,389.45	-13,389.45
319 - PUBLIC IMPROVEMENT	0.00	0.00	-13,992.24	-30,709.61	-30,709.61
375 - PARK AND REC TOURISM	0.00	0.00	-327,136.57	361,770.73	361,770.73
377 - BUILD GRANT MS 182 / MLK	0.00	0.00	-12,998.20	697,512.43	697,512.43
380 - PARK BONDS 2020	0.00	0.00	-868,920.13	-4,972,754.00	-4,972,754.00
Report Surplus (Deficit):	0.00	0.00	1,131,246.27	-854,954.54	-854,954.54



**Starkville Utilities – Electric Department
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending February 28, 2022**

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 40,075,000	\$ 3,143,145	\$ 15,871,336	(24,203,664)	39.60%
Other Revenue	1,917,000	116,065	635,213	(1,281,787)	33.14%
Total Revenue	\$ 41,992,000	\$ 3,259,210	\$ 16,506,549	(25,485,451)	39.31%
<u>Expenses</u>					
Purchased Power Expense	\$ 31,000,000	\$ 2,315,027	\$ 12,197,703	18,802,297	39.35%
Payroll Expenses	2,940,203	210,538	1,143,768	1,796,435	38.90%
Operating Expenses	1,078,000	40,871	297,295	780,705	27.58%
Maintenance Expense	1,440,000	59,565	528,745	911,255	36.72%
Capital Expense	6,559,523	732,954	2,150,829	4,408,694	32.79%
Debt Expense	624,813	-	550,197	74,616	88.06%
Tax Equivalency	1,365,000	113,750	568,750	796,250	41.67%
Total Expenses	\$ 45,007,539	\$ 3,472,705	\$ 17,437,287	27,570,252	38.74%
Total Revenue Over Expenses	\$ (3,015,539)	\$ (213,495)	\$ (930,738)	\$ 2,084,801	30.86%

****Note: Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.**



Starkville Utilities – Water & Sewer Department
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending February 28, 2022

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 8,000,000	\$ 708,117	\$ 3,333,208	(4,666,792)	41.67%
Other Revenues	2,988,183	16,910	267,650	(2,720,533)	8.96%
Total Revenues	\$ 10,988,183	\$ 725,027	\$ 3,600,858	(7,387,325)	32.77%
<u>Expenses</u>					
Payroll Expense	\$ 2,421,903	\$ 148,168	\$ 801,249	(1,620,654)	33.08%
Operating Expense	1,525,000	102,122	637,797	(887,203)	41.82%
Maintenance Expense	3,220,000	91,770	951,154	(2,268,846)	29.54%
Capital Expense	3,269,015	28,243	35,345	(3,233,670)	1.08%
Debt Expense	1,501,388	69,320	481,970	(1,019,418)	32.10%
Total Expenses	\$ 11,937,306	\$ 439,623	\$ 2,907,515	(9,029,791)	24.36%
Total Revenues Over Expenses	\$ (949,123)	\$ 285,404	\$ 693,343	\$ (16,417,116)	-73.05%

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.

		CSP	Nov-21	Dec-21	Jan-22	Feb-22	Expenses	Remaining	YTD % of
		Pre-Opening	Actual	Actual	Actual	Actual	YTD Balance	YTD Budget	Budget Spent
40000	Revenue								
40199	Total Local Programming	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
40299	Total memberships	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
40399	Total Facility Rentals	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
40499	Total Events & Tournaments	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
40599	Total Family Entertainment Center	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
40699	Total Food and Beverage	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
40799	Total Pro/Merch Shop	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
40899	Total Other Revenues	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	0.00%
49999	Total Revenues	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	0.00%
50000	Cost of Goods Sold								
50199	Total Local Programming	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
50299	Total memberships	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
50399	Total Facility Rentals	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
50499	Total Events & Tournaments	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
50599	Total Family Entertainment Center	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
50699	Total Food and Beverage	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
50799	Total Pro/Merch Shop	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
50899	Total Other Revenues	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
50999	Labor	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
59999	Total COGS	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
	Gross Profit	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
60000	EXPENSES								
60199	Total Advertising/Marketing	\$ 105,833.00	\$ -	\$ -	641.87	0.00	\$ 641.87	\$ 105,191.13	0.61%
60299	Total Bank & Other Service Charges	\$ 3,750.03	\$ -	\$ -	0.00	0.00	\$ -	\$ 3,750.03	0.00%
60399	Total General Office Expenses	\$ 51,500.00	\$ -	\$ -	12,385.33	354.16	\$ 12,739.49	\$ 38,760.51	24.74%
60499	Total Insurance	\$ 16,666.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 16,666.00	0.00%
60599	Total Management Company	\$ 281,500.00	\$ 24,000.00	\$ -	24,000.00	24,000.00	\$ 72,000.00	\$ 209,500.00	25.58%
60699	Total Salaries and Wages	\$ 390,895.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 390,895.00	0.00%
60799	Total Payroll Expenses	\$ 64,200.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 64,200.00	0.00%
60899	Total Professional Services	\$ 82,500.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 82,500.00	0.00%
60999	Total Rent Expense	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
61100	Facility Maintenance								
61199	Total Facility Maintenance	\$ 38,500.00	\$ -	\$ -	4,404.33	0.00	\$ 4,404.33	\$ 34,095.67	11.44%
61299	Total Utilities	\$ 24,000.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 24,000.00	0.00%
61399	Total Interest Expense	\$ 6,666.64	\$ -	\$ -	0.00	0.00	\$ -	\$ 6,666.64	0.00%
61499	Total Depreciation Expense	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
61599	Total Property Taxes	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
61699	Total Amortization	\$ 0.00	\$ -	\$ -	0.00	0.00	\$ -	\$ 0.00	0.00%
69999	TOTAL Expenses	\$ 1,066,010.67	\$ 24,000.00	\$ -	41,431.53	24,354.16	\$ 89,785.69	\$ 969,558.34	8.42%
	NET OPERATING INCOME	\$ (1,066,010.67)	\$ (24,000.00)	\$ -	-41,431.53	-24,354.16	\$ (89,785.69)	\$ (969,558.34)	8.42%
41000	Other Income (Below NOI)								
41100	Subsidy					24,000.00	\$ -	\$ -	
41200	Subsidy Earned						\$ -	\$ -	
41300	Interest						\$ -	\$ -	
41400	Other						\$ -	\$ -	
41999	Total Other Income (Below NOI)	\$ -	\$ -	\$ -	0.00	24,000.00	\$ -	\$ -	
51000	Other COGS								
51100	Interest						\$ -	\$ -	
51200	Other						\$ -	\$ -	
51999	Total Other COGS	\$ -	\$ -	\$ -	0.00	0.00	\$ -	\$ -	
70000	Other Expenses								
70100	Other Expenses	\$ -	\$ -	\$ -	0.00	0.00	\$ -	\$ -	
70199	Total Other Expenses	\$ (1,066,010.67)	\$ (24,000.00)	\$ -	-41,431.53	-354.16	\$ (65,431.53)	\$ (353.78)	
	NET INCOME								

		P&R Budget	P&R 11 Month Ops	Nov-21 Actual	Dec-21 Actual	Jan-22 Actual	Feb-22 Budget	Feb-22 Actual	Feb-22 %	Revenue/Expenses YTD Balance	Remaining YTD Budget	YTD % of Budget Spent
40000	Revenue											
40199	Total Local Programming	\$ 386,500.00	\$ 354,291.67	\$ 17,846.00	\$ 4,106.00	\$ 5,460.00	\$ 32,208.33	\$ 53,155.00	504.24%	\$ 80,567.00	\$ 273,724.67	20.85%
40299	Total memberships	\$ 20,000.00	\$ 18,333.33	\$ -	\$ -	\$ 0.00	\$ 1,666.67	\$ 0.00	0.00%	\$ -	\$ 18,333.33	0.00%
40399	Total Facility Rentals	\$ 66,200.00	\$ 60,683.33	\$ 1,360.00	\$ 1,020.00	\$ 2,670.00	\$ 5,516.67	\$ 3,147.62	57.06%	\$ 8,197.62	\$ 52,485.71	13.51%
40499	Total Events & Tournaments	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ 0.00	0.00%
40599	Total Family Entertainment Center	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ 0.00	0.00%
40699	Total Food and Beverage	\$ 415,000.00	\$ 380,416.67	\$ -	\$ -	\$ 2,410.45	\$ 34,583.33	\$ 1,939.57	5.61%	\$ 4,350.02	\$ 376,066.65	1.14%
40799	Total Pro/Merch Shop	\$ 40,000.00	\$ 36,666.67	\$ -	\$ -	\$ 0.00	\$ 3,333.33	\$ 0.00	0.00%	\$ -	\$ 36,666.67	0.00%
40899	Total Other Revenues	\$ 220,000.00	\$ 201,666.67	\$ -	\$ -	\$ 3,000.00	\$ 18,333.33	\$ 0.00	0.00%	\$ 3,000.00	\$ 198,666.67	1.49%
49999	Total Revenues	\$ 1,147,700.00	\$ 1,052,058.33	\$ 19,206.00	\$ 5,126.00	\$ 13,540.45	\$ 95,641.67	\$ 58,242.19	60.90%	\$ 96,114.64	\$ 955,943.69	9.14%
50000	Cost of Goods Sold											
50199	Total Local Programming	\$ 90,090.00	\$ 82,582.50	\$ 2,600.00	\$ -	\$ 670.00	\$ 7,507.50	\$ 2,341.00	88.83%	\$ 5,611.00	\$ 76,971.50	6.79%
50299	Total memberships	\$ 8,000.00	\$ 7,333.33	\$ -	\$ -	\$ 0.00	\$ 666.67	\$ 0.00	0.00%	\$ -	\$ 7,333.33	0.00%
50399	Total Facility Rentals	\$ 3,310.00	\$ 3,034.17	\$ -	\$ -	\$ 0.00	\$ 275.83	\$ 0.00	0.00%	\$ -	\$ 3,034.17	0.00%
50499	Total Events & Tournaments	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ 0.00	0.00%
50599	Total Family Entertainment Center	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ 0.00	0.00%
50699	Total Food and Beverage	\$ 228,250.00	\$ 209,229.17	\$ -	\$ -	\$ 1,615.52	\$ 19,020.83	\$ 399.20	2.10%	\$ 2,014.72	\$ 207,214.45	0.96%
50799	Total Pro/Merch Shop	\$ 20,000.00	\$ 18,333.33	\$ -	\$ -	\$ 0.00	\$ 1,666.67	\$ 0.00	0.00%	\$ -	\$ 18,333.33	0.00%
50899	Total Other Revenues	\$ 41,250.00	\$ 37,812.50	\$ -	\$ -	\$ 0.00	\$ 3,437.50	\$ 0.00	0.00%	\$ -	\$ 37,812.50	0.00%
50999	Labor	\$ 0.00	\$ 0.00	\$ 778.00	\$ -	\$ 5,795.00	\$ 0.00	\$ 7,320.00	87840000000%	\$ 13,893.00	\$ 1515600000.00%	0.00%
59999	Total COGS	\$ 390,900.00	\$ 358,325.00	\$ 3,378.00	\$ -	\$ 8,080.52	\$ 32,575.00	\$ 10,060.20	30.88%	\$ 21,518.72	\$ 336,806.28	6.01%
	Gross Profit	\$ 756,800.00	\$ 693,733.33	\$ 15,828.00	\$ 5,126.00	\$ 5,459.93	\$ 63,066.67	\$ 48,181.99	30.01%	\$ 74,595.92	\$ 619,137.41	10.75%
60000	EXPENSES											
60199	Total Advertising/Marketing	\$ 35,000.00	\$ 32,083.33	\$ -	\$ -	\$ 0.00	\$ 2,916.67	\$ 106.88	3.66%	\$ 106.88	\$ 31,976.45	0.33%
60299	Total Bank & Other Service Charges	\$ 14,950.00	\$ 13,704.17	\$ -	\$ -	\$ 397.24	\$ 1,245.83	\$ 122.46	9.83%	\$ 519.70	\$ 13,184.47	3.79%
60399	Total General Office Expenses	\$ 68,500.00	\$ 62,791.67	\$ 1,630.54	\$ 4,270.22	\$ 7,852.15	\$ 5,708.33	\$ 2,205.10	38.63%	\$ 15,958.01	\$ 46,833.66	25.41%
60499	Total Insurance	\$ 31,027.00	\$ 28,441.42	\$ -	\$ -	\$ 0.00	\$ 2,585.58	\$ 0.00	0.00%	\$ -	\$ 28,441.42	0.00%
60599	Total Management Company	\$ 190,000.00	\$ 174,166.67	\$ -	\$ -	\$ 54,000.00	\$ 15,833.33	\$ 15,000.00	100.00%	\$ 69,000.00	\$ 105,166.67	39.62%
60699	Total Salaries and Wages	\$ 605,000.00	\$ 554,583.33	\$ 24,840.29	\$ 43,584.70	\$ 60,519.93	\$ 50,416.67	\$ 67,361.49	133.61%	\$ 196,306.41	\$ 358,276.92	35.40%
60799	Total Payroll Expenses	\$ 91,077.00	\$ 83,487.25	\$ 2,517.16	\$ 7,506.94	\$ 10,249.01	\$ 7,589.75	\$ 11,831.46	155.89%	\$ 32,104.57	\$ 51,382.68	38.45%
60899	Total Professional Services	\$ 22,000.00	\$ 20,166.67	\$ -	\$ -	\$ 0.00	\$ 1,833.33	\$ 0.00	0.00%	\$ -	\$ 20,166.67	0.00%
60999	Total Rent Expense	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ 0.00	0.00%
61199	Total Facility Maintenance	\$ 459,000.00	\$ 420,750.00	\$ 10,131.26	\$ 8,622.04	\$ 16,563.19	\$ 38,250.00	\$ 19,077.61	49.88%	\$ 54,394.10	\$ 366,355.90	12.93%
61299	Total Utilities	\$ 215,000.00	\$ 197,083.33	\$ 18,806.04	\$ 7,043.43	\$ 7,574.22	\$ 17,916.67	\$ 18,730.06	104.54%	\$ 52,153.75	\$ 144,929.58	26.46%
61399	Total Interest Expense	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ 0.00	0.00%
61499	Total Depreciation Expense	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ 0.00	0.00%
61599	Total Property Taxes	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ 0.00	0.00%
61699	Total Amortization	\$ 0.00	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ 0.00	0.00%
69999	TOTAL Expenses	\$ 1,731,554.00	\$ 1,587,257.86	\$ 57,925.29	\$ 71,027.33	\$ 157,155.74	\$ 144,296.17	\$ 134,435.06	93.17%	\$ 420,543.42	\$ 1,166,714.44	26.49%
	NET OPERATING INCOME	\$ (974,754.00)	\$ (893,524.52)	\$ (42,097.29)	\$ (65,901.33)	\$ -151,695.81	\$ -81,229.50	\$ -86,253.07	106.18%	\$ (345,947.50)	\$ (547,577.02)	38.72%
41000	Other Income (Below NOI)											
41100	Subsidy			\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		\$ 81,881.07		\$ 126,881.07	\$ (126,881.07)	
41200	Subsidy Earned									\$ -	\$ -	
41300	Interest									\$ -	\$ -	
41400	Other									\$ -	\$ -	
41999	Total Other Income (Below NOI)	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 0.00	\$ 81,881.07	0.00%	\$ 30,000.00	\$ (30,000.00)	
51000	Other COGS											
51100	Interest									\$ -	\$ -	
51200	Other									\$ -	\$ -	
51999	Total Other COGS					\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ -	
70000	Other Expenses											
70100	Other Expenses									\$ -	\$ -	
70199	Total Other Expenses	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ -	\$ -	
	NET INCOME	\$ (974,754.00)	\$ (893,524.52)	\$ (27,097.29)	\$ (50,901.33)	\$ (136,695.81)	\$ (81,229.50)	\$ (4,372.00)	5.38%	\$ (315,947.50)	\$ (577,577.02)	



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Police and City Hall
AGENDA DATE: 3-15-2022
PAGE: 1

SUBJECT: Request approval to enter into a revised Mechanical Service Agreements with Brislin, Inc for the Police Department and City Hall for inspections and maintenance of equipment.

AMOUNT & SOURCE OF FUNDING: Police budgeted expense: 001-201-630-426 Building Maintenance
City Hall budgeted expense:001-192-630-403 Building Maintenance

**REQUESTING
DEPARTMENTS:** Police and CCO

**DIRECTOR'S
AUTHORIZATION:** Police Chief Ballard
and City Clerk Lesa Hardin

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION: Contracts are renewed every two years.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:



Starkville Police Department
101 East Lampkin Street
Starkville, MS 39759

BY:

BRISLIN, INC.

4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
April 1, 2022 to March 31, 2023

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least six (6) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$95.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$105.00 per hour for after normal operating hours, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$250.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April 2022 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing belts & **FILTERS**, flushing drains and monitoring equipment operations.
2. Three (3) inspection services, which includes monitoring equipment operations and visual inspection of coils, cleaning and flushing condensate drains and pans. Filter replacement included.
3. Two (2) Filter replacements only.
4. Monthly (12 times) Heating water and chill water closed loop systems service ONLY. This will include collecting water samples and test the treated waters. A written report will be submitted documenting the results of the service. Any systems found needing chemical will be added at that time. Chemical cost is NOT included in this proposal and will be added at extra cost with proper authorization from the Starkville Police Department.

Your cost of this Maintenance Agreement \$14,970.00 per year plus tax;
payable in six (6) equal amounts of \$2,495.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____

HVAC MAINTENANCE / INSPECTION CHECKLIST



CUSTOMER: STARKVILLE POLICE DEPARTMENT
ADDRESS: 101 EAST LAMPKIN STREET
CITY/STATE: STARKVILLE, MS 39759
CONTACT: SGT. REEVES 662-769-4415 OR 662-323-4134
NOTES: MARCH SERVICE
L.S. ON: 01/19/22 **WO#**

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE
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Weather Conditions	
Rainy	Clear
Cloudy	Partly Cloudy
Humid	
Outside Temp	Inside Temp (Avg)

1. Clean drain pan & lines. Add algaecide tablets.
2. Check performance & service of all major components.
-Document any deficiencies found.
3. Lubricate moving parts needed.
4. Check refrigerant charge & record. (annually or as needed)
5. Test amperage & voltage & record. (annually or as needed)
6. Inspect for oil & refrigerant leaks. Document any leaks found.
7. Check operating & safety controls & adjust or repair as needed.
8. Check air distribution temperatures & record.
9. Inspect condenser & evaporator coils.
10. Wash evaporative & condenser coils (*coil cleaner OR water*)
11. Clean/brush evaporative coils
12. Tighten electrical connections on equipment as needed
13. Check belts & drives, tighten as needed
14. Replace belts (if required)
15. Check temperature control system & make minor repairs.
-Document any deficiencies found
16. Check & adjust economizer linkage & controls (if applicable)
17. Replace filters & wash air filters (includes OSA filters)
18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
2) 10x22x1	1) 4L440
10) 10x28x1	1) 4L450
15) 10x34x1	
2) 11x20x1	
6) 16x16x1	
2) 16x20x1	
4) 16x20x2	
4) 20x24x4 – MERV 13	

REMARKS:

CUSTOMER'S SIGNATURE

DATE

SERVICE MANAGER

TECHNICIAN'S SIGNATURE

DATE

SCHEDULED DATE

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:

City of Starkville
Starkville City Hall
110 West Main Street
Starkville, MS 39759

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
March 1, 2022 to February 28, 2023



AIR CONDITIONING • HEATING • VENTILATION
INDUSTRIAL SHEET METAL FABRICATION
COMMERCIAL PLUMBING • PROCESS PIPING

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least four (4) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$95.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$105.00 per hour for after normal operating hours, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$250.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March 2022 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing Multi-pleated Merv-10 filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: \$4,500.00 per year plus tax;

Payable in four (4) equal amounts of \$1,125.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____

HVAC MAINTENANCE / INSPECTION CHECKLIST



CUSTOMER: STARKVILLE CITY HALL
ADDRESS: 110 WEST MAIN STREET
CITY/STATE: STARKVILLE, MS
CONTACT: LESA HARDIN 662-323-2525 EXT: 3117
NOTES: 8 UNITS -
L.S. ON: 01/11/22 **WO#**

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE
------------	----------------	----------------------

Weather Conditions	
Rainy	Clear
Cloudy	Partly Cloudy
Humid	
Outside Temp	Inside Temp (Avg)

1. Clean drain pan & lines. Add algaecide tablets.
2. Check performance & service of all major components.
-Document any deficiencies found.
3. Lubricate moving parts needed.
4. Check refrigerant charge & record. (annually or as needed)
5. Test amperage & voltage & record. (annually or as needed)
6. Inspect for oil & refrigerant leaks. Document any leaks found.
7. Check operating & safety controls & adjust or repair as needed.
8. Check air distribution temperatures & record.
9. Inspect condenser & evaporator coils.
10. Wash evaporative & condenser coils (*coil cleaner OR water*)
11. Clean/brush evaporative coils
12. Tighten electrical connections on equipment as needed
13. Check belts & drives, tighten as needed
14. Replace belts (if required)
15. Check temperature control system & make minor repairs.
-Document any deficiencies found
16. Check & adjust economizer linkage & controls (if applicable)
17. Replace filters & wash air filters (includes OSA filters)
18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
12) 16x20x2	4) BX68
2) 16x25x2	
28) 20x20x2	
11) 20x25x2	
2) 20x30x2	
2) WASHABLE	

REMARKS:

CUSTOMER'S SIGNATURE	DATE	SERVICE MANAGER
TECHNICIAN'S SIGNATURE	DATE	SCHEDULED DATE



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 03-15-22
PAGE: 1

SUBJECT: Request permission to issue a commercial burn permit to Moreland Holdings to burn cleared debris associated with a construction project located at 1769 Louisville Street.

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 issue a commercial burn permit to Moreland Holdings to burn cleared debris associated with a construction project located at 1769 Louisville Street.



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT:

Request authorization for Captain Brian Arnett to travel to Lexington, KY to attend the 2022 Andy Fredricks Training Days on March 20 - 23, 2022 at an approximate cost of \$900.00 (hotel, parking, registration, meals and travel).

AMOUNT & SOURCE OF FUNDING \$900.00 (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 Captain Brian Arnett to travel to Lexington, KY to attend the 2022 Andy Fredricks Training Days on March 20 - 23, 2022 at an approximate cost of \$900.00 (hotel, parking, registration, meals and travel).



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT:

Request authorization for Christopher Griffin, Savanna Sanchez, Johnathan Cain, and Marvin Fort to travel to Corinth, MS to attend the Training at the Crossroads on March 25 - 27, 2022 at an approximate cost of \$1,900.00 (hotel, registration, meals).

AMOUNT & SOURCE OF FUNDING \$1,900.00 (001-261-600-390) Fire Training

Registration – payable to: **\$820.00**

Training at the Crossroads
Corinth Fire Department
300 Childs Street
Corinth, MS 38834

Hotel – payable to: **\$607.60**

Quality Inn & Suites Corinth West
2101 Highway 72 West
Corinth, MS 38834

FISCAL NOTE:

AUTHORIZATION HISTORY:

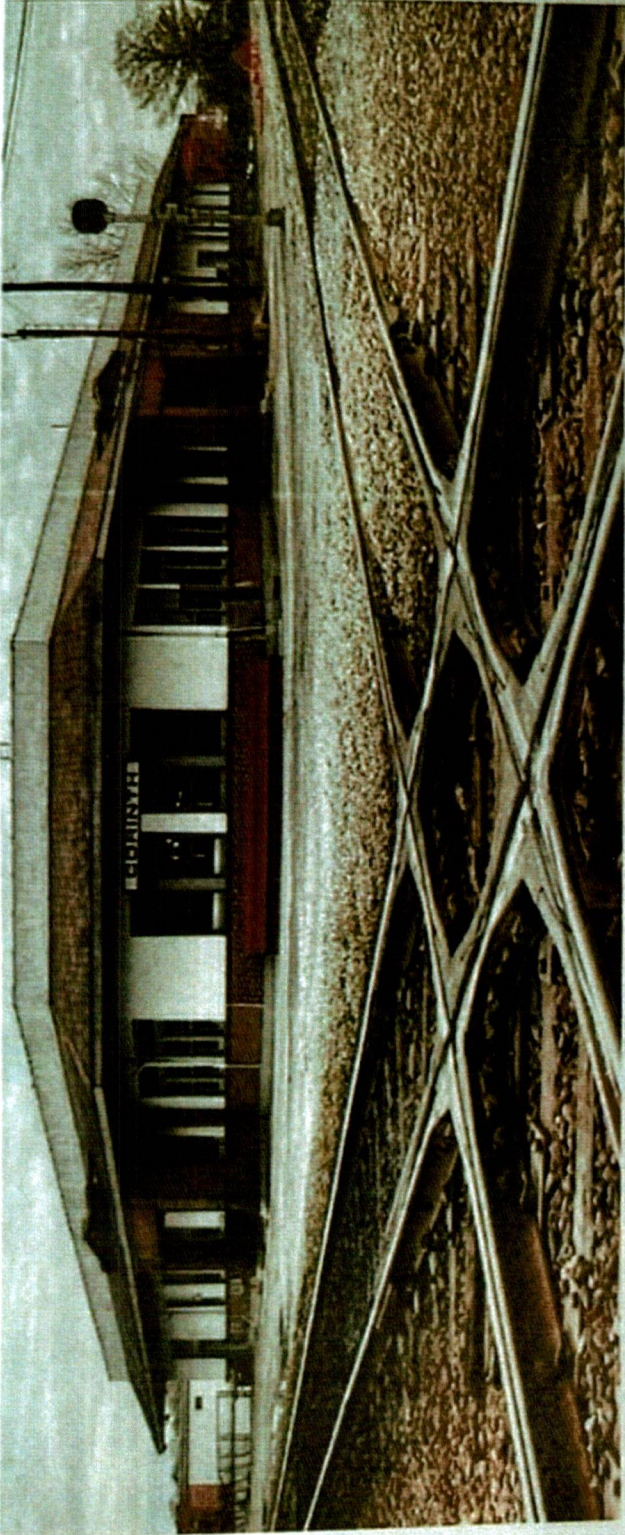
REQUESTING
DEPARTMENT: Fire Department

DIRECTOR'S
AUTHORIZATION: Fire Chief Yarbrough

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

SUGGESTED MOTION:

Move approval for authorization for Christopher Griffin, Savanna Sanchez, Jonathan Cain, and Marvin Fort to travel to Corinth, MS to attend the Training at the Crossroads on March 25 - 27, 2022 at an approximate cost of \$1,900.00 (hotel, registration, meals).



TRAINING AT THE CROSSROADS

CORINTH FIRE DEPARTMENT IN CONJUNCTION WITH THE DIXIE FIREMANSHIP PRESENTS THREE KNOWLEDGE PACKED DAYS FULL OF TRAINING AND FELLOWSHIP.

THIS WILL BE A TRUCK, ENGINE & RESCUE BASED TRAINING CONFERENCE

MARCH 25TH, 26TH, & 27TH 2022

COST: \$200 PER PERSON MEALS INCLUDED

TRAINING WILL BE HELD AT NORTHEAST COMMUNITY COLLEGE IN CORINTH & AT THE CFD TRAINING CENTER

- FRIDAY LUNCH
- FRIDAY NIGHT MEAL
- SATURDAY NIGHT MEAL
- SATURDAY AND SUNDAY LUNCHESES





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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 03-15-22
PAGE: 1

SUBJECT: Request permission to allow SFD to develop and start a Youth Firefighter Explorer Program. The program would target youths from 12 to 18. It would offer hand on experience, possible scholarship opportunities, and a pipeline for future firefighters.

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 develop and start a Youth Firefighter Explorer Program. The program would target youths from 12 to 18. It would offer hand on experience, possible scholarship opportunities, and a pipeline for future firefighters.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: March 15, 2022

Page: 1

SUBJECT:

Request authorization to hire Thomas Mason and Christopher McCoy as Entry Level Police Officers; and Derrick Ball as a Certified Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Thomas Mason - Entry Level Police Officer - \$36,335.00 (\$16.25 per hour) based on 2236 hours per year.

Christopher McCoy- Entry Level Police Officer - \$36,335.00 (\$16.25 per hour) based on 2236 hours per year.

Derrick Ball - Certified Level Police Officer - \$42,014.44 (\$18.79 per hour) based on 2236 hours per year.

LINE ITEM

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

AUTHORIZATION HISTORY:

These are replacement positions previously held by Jeremy Fortney, Rachael Richardson, Benjamin Oswalt who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Request authorization to hire Thomas Mason and Christopher McCoy as Entry Level Police Officers; and Derrick Ball as a Certified Police Officer in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 15, 2022
Page: 1

SUBJECT:

Request authorization to hire James Britt, Zalen Brown and Brian Flaherty as Entry Level Firefighters; and Brent Wilemon as a Certified Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

James Britt - Base Salary of \$30,316 (\$11.00 per hour) for entry level based on 2756 hours.

Zalen Brown - Base Salary of \$30,316 (\$11.00 per hour) for entry level based on 2756 hours.

Brain Flaherty- Base Salary of \$30,316 (\$11.00 per hour) for entry level based on 2756 hours.

Brent Wilemon- Base Salary of \$33,926.00 (\$12.31 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

These are replacement positions previously held by Dustin Capps, Steven Lane, Jaquez Rich, who resigned; and Trent Helms who were promoted to Sergeant.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire James Britt, Zalen Brown and Brian Flaherty as Entry Level Firefighters; and Brent Wilemon as a Certified Firefighter in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 15, 2022
Page: 1

SUBJECT:

Request authorization to hire Patrick Mckenzie as a Recycling Intern for the recycling program in the Sanitation Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid through the Recycling Grant. This positions will be paid for actual hours worked, at \$11.00 per hour. This positions will not be eligible for benefits.

FISCAL NOTE:

Paid out of account Recycling Grant.

AUTHORIZATION HISTORY:

The City was awarded a grant through the Mississippi Department of Environmental Quality. The grant allowed the City to hire personnel to provide Recycling Education Assistance to the Community.

REQUESTING DEPARTMENT:

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 Patrick Mckenzie as a Recycling Intern for the recycling program in the Sanitation Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 15, 2022
Page: 1

SUBJECT:

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

AMOUNT & SOURCE OF FUNDING:

Melvin Gibson - 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 Jalen Esters 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 Melvin Gibson as a Maintenance Worker in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 15, 2022
Page: 1

SUBJECT:

Request authorization to advertise for a part-time Administrative Assistant in the Airport Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked not to exceed twenty (20) hours per week at \$12.00 - \$13.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # TBD

AUTHORIZATION HISTORY:

This is a replacement position previously held by JoAnn Upchurch, but its no longer budgeted in the FY2021/22 budget. We are requesting this position to be reinstated.

REQUESTING DEPARTMENT:

Airport

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Rodney Lincoln, Airport Director
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a part-time Administrative Assistant in the Airport Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 15, 2022
Page: 1

SUBJECT:

Request authorization to hire Arlonda Stallings as an Intern in Municipal Court.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked at \$11.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Intern will be paid from 001-110-430-108 (Court Part Time) after budget adjustment of \$2,000 from 001-301-440-108 (Street Part Time).

AUTHORIZATION HISTORY:

This position was previously paid for by a Worksite Agreement through the Starkville Oktibbeha School District's Project PEACE program. The participants of this program was hired as city employees, but the Starkville Oktibbeha School District reimbursed the City for their wages.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Arlonda Stallings as an Intern in Municipal Court.



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

AGENDA ITEM DEPT: Municipal Court
AGENDA DATE: March 15, 2022
Page: 1

SUBJECT:

Request authorization to hire Monica Lairy as a Municipal Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Salary of \$53,500 (\$25.72 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-110-420-105

AUTHORIZATION HISTORY:

The position was previously held by Elizabeth Sallis who resigned.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor
Nav Ashford, COO/HRD

SUGGESTED MOTION

Move approval to hire Monica Lairy as a Municipal Court Clerk in the Municipal Court Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATED: March 15, 2022

Page: 1

SUBJECT:

Request authorization to classify Vanyetta Holmes as a Assistant Municipal Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Salary of \$38,000 (\$18.27 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-110-420-105

AUTHORIZATION HISTORY:

This is a replacement position previously held by Monica Lairy who is being promoted to the Municipal Court Clerk pending Board approval.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Nav Ashford, COO, Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO, Human Resources Director

SUGGESTED MOTION:

Move approval to to classify Vanyetta Holmes as a Assistant Municipal Court Clerk in the Municipal Court Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 15, 2022
Page: 1

SUBJECT:

Request authorization to hire Gregory Hunley as a Human Resources Manager in the Human Resources Department.

AMOUNT & SOURCE OF FUNDING:

Exempt Salary of \$70,000 (\$33.65) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-180-430-107

AUTHORIZATION HISTORY:

This position is part of the restructuring to help support the exciting growth of the City. The primary purpose for adding the Human Resources Manager to the classification plan is to assist the COO/Human Resources Director with planning, organizing, coordinating, and evaluating personnel engaged in the City. Thereby, increasing the skills and knowledge in the department and creating additional resources for all city departments. These needs include recruitment, benefits administration, training, employee engagement, organizational development, and other areas and will likely become increasingly complex over the coming years

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Gregory Hunley as a Human Resources Manager in the Human Resources Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATED: March 15, 2022

Page: 1

SUBJECT:

Request authorization to hire Felisha Arney as Deputy Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Salary of \$34,840 (\$16.75 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-110-420-105

AUTHORIZATION HISTORY:

This is a replacement position previously held by Alexis Robiunson who resigned.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Nav Ashford, COO, Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Felisha Arney as Deputy Court Clerk in the Municipal Court Department.

**AGREEMENT BETWEEN
STARKVILLE POLICE DEPARTMENT
AND
OUTSIDE AGENCIES
REGARDING USE OF SHOOTING RANGE**

This Agreement is entered into between the Starkville Police Department ("SPD"), a division of the City of Starkville, Mississippi and _____ ("Outside Agency"), a law enforcement division of a State, County, or Municipality, governing the Outside Agency's use of SPD's Shooting Range ("the Range").

1. **PURPOSE:** This Agreement specifies the procedures, requirements, and responsibilities for use of the Range by any Outside Agency.

2. **SAFETY:** Any Outside Agency using the Range shall always abide by the following firearm safety rules:

- A. **Treat all firearms as if they are always loaded.**
- B. **Keep your finger off and away from the trigger until your sights are aligned on your target and you have made the decision to safely fire.**
- C. **Muzzle Discipline- never let the muzzle of the weapons cross anything you are not willing to destroy.**
- D. **Target Awareness - Always be aware of your target, what is around it, and what is beyond it.**

In addition, any Outside Agency using the Range shall follow all other procedures and guidelines for safety presented by SPD at the Range. Outside Agencies using the Range shall pick up all brass at the end of the training session and make sure that the Range, restrooms, and common area are clean and in order

3. FEES AND EQUIPMENT

A. All Outside Agencies shall be required to pay a range fee to SPD for use and maintenance of the Range (budget line item 001-201-545-238). The Outside Agency shall choose from the following payment options: (Please mark below)

- Option A: _____ \$200 per year, which allows the Outside Agency to use multiple days as needed and that are available for scheduling. The annual fee is non-refundable regardless of frequency and volume of use.
- Option B: _____ \$50.00 per day, which gives the Outside Agency the use of the range for that day only.

B. All Outside Agencies shall bring their own equipment including, but not limited to, targets, target stands, staples, medical supplies, training tools, etc.

4. ADDITIONAL RESPONSIBILITIES

A. FACILITY USE: SPD will share and allow use of the Range to Outside Agencies for training purposes only and only under the following conditions:

- i. The Range will be scheduled for use by the Outside Agency for a mutually agreeable time and date.
- ii. Outside Agencies shall abide by the Range safety rules required by SPD.
- iii. While using the Range, Outside Agencies shall be subject to SPD's general policies, rules, and procedures.
- iv. The Range shall only be used for the purpose of official training.
- v. The Outside Agency shall be solely responsible for any injuries or damages to persons or property when using the Range.
- vi. This Agreement is for the Range only and does not extend to the SPD gym or any other facility. Only SPD employees are allowed to use the gym or any other SPD facility.

B. INDEMNIFICATION: The Outside Agency shall indemnify, hold harmless, and defend SPD, the City of Starkville, and any and all of its officers, agents, employees, representatives, and volunteers (collectively the "Indemnified Parties"), from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Range by the Outside Agency. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence, gross negligence, or willful or wanton conduct of the Indemnified Parties or any third party. It is the intent of the parties that this provision shall extend to, and include, all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the Indemnified Parties, an alleged breach of an express or implied warranty, or which arises out of any theory of strict or products liability. This indemnification provision shall survive the termination of this Agreement.

C. RELEASE: The Outside Agency releases, relinquishes and discharges SPD, the City of Starkville, and all of its officers, agents, employees, representatives, and volunteers from any and all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and

any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the use of the Range by the Outside Agency, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

D. **INSURANCE:** The Outside Agency shall provide SPD with proof of insurance coverage for injuries to persons or damages to property that may arise from or in connection with the Outside Agency's use of the Range. Such coverage shall include: (a) General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) Workers' Compensation coverage of no less than the statutory requirement. This insurance must meet any requirements contained in the Mississippi Tort Claims Act. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The Outside Agency's insurance coverage shall be primary insurance with respect to SPD, the City of Starkville, and its officials, agents, employees, representatives, and volunteers. Any insurance or self-insurance maintained by SPD, Starkville, its officials, agents, employees, representatives, or volunteers shall be considered secondary and in excess of the Outside Agency's insurance & shall not contribute to it. This Agreement shall not become effective until the Outside Agency presents SPD with a Certificate of Insurance consistent with these requirements.

5. **NOTICE:** The SPD Range contact for questions, inquiries and scheduling is as follows:

Sgt. Josh Wilson
Starkville Police Department
Director of Training/Range Master
Office: 662-323-4431 Ext: 4138
Cell: 662-768-4437
Email: j.wilson@cityofstarkville.org

6. **TERM:** The term of this Agreement shall be for one year for an Outside Agency paying an annual fee or apply per daily use pursuant to the daily fee option. Regardless of which option, and notwithstanding the foregoing, the indemnification and release provisions in Section 4 above shall extend beyond the term of this Agreement. This Agreement shall not automatically renew but rather must be renewed annually or per use. Further, SPD reserves the right to amend the terms of this Agreement at anytime within its sole discretion.

7. **DISPUTE RESOLUTION:** Any dispute arising from the use of the Range or from events connected to this Agreement shall be communicated to the contact person listed in Section 5 above. Any dispute not resolved in a timely manner shall result in a discontinued use of the Range by the Outside Agency until the dispute is resolved.

8. **EFFECTIVE DATE:** This Agreement takes effect on the date it is signed by both parties, with the date of the last signature controlling.

Mark Ballard
Chief of Police
Starkville Police Department

Signature: _____

Date: _____

Outside Agency Name: _____

Agency Representative (Please Print): _____

Agency Representative Signature: _____

Date: _____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 3/15/2022
PAGE: 1 of 5**

SUBJECT: Approval to accept the modifications to the Hot Spot grant (#20HS2311), by decreasing the equipment line-item amount of \$6,995.00 and increasing the personnel line-item by \$6,995.00. These modifications are due to equipment delivery delays because of supply chain issues.

AMOUNT & SOURCE OF FUNDING: \$

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Cpl. Chris Jackson 662-769-4425

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move to accept the modifications to the Hot Spot grant (#20HS2311), by decreasing the equipment line-item amount of \$6,995.00 and increasing the personnel line-item by \$6,995.00. These modifications are due to equipment delivery delays because of supply chain issues.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

March 1, 2022

Lynn Spruill, Mayor
City of Starkville
101 E. Lampkin Street
Starkville, MS 39759

Subject: Project Number: 20HS2311
 Program: Justice Assistance Grant (JAG)
 Effective Date: **March 1, 2022**

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your modification request for grant # 20HS2311. The grant has not been modified with any additional monies from the originating amount.

Please sign the original Signature Sheet and initial the Budget Summary and Cost Summary Support Sheets in **blue** ink and return to Public Safety Planning.

Sincerely,


Emberly K. Holmes
Office Director

Division of Public Safety Planning
MODIFICATION SIGNATURE SHEET
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
(601) 977-3700

1. Subgrantee's Name, Address, & Phone Number: City of Starkville 101 E. Lampkin Street Starkville, MS 39759 Cpl. Christopher Jackson 662-769-4425 c.jackson@cityofstarkville.org	2. Effective Date: March 1, 2022 3. Subgrant Number: 20HS2311 4. Modification Number: #1 5. Grant Identifier (Funding Source & Year): 2020-MU-BX-0053 6. Beginning & Ending Dates: 01/15/2021—06/30/2022																																															
7. As a result of this modification, funds obligated are changed as follows: 1. Decrease equipment by \$ 6,995.00 from \$22,885.00 to \$ 15,890.00. 2. Increase personnel by \$ 6,995.00 from \$ 25,000.00 to \$ 31,995.00. 3. Extend the grant until 06/30/2022.																																																
8. The above subgrant is hereby modified as follows: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2">Budget Category</th> <th rowspan="2">Current Budget</th> <th colspan="2">Change</th> <th rowspan="2">New Budget</th> </tr> <tr> <th>Federal</th> <th>State/Local</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td style="text-align: right;">\$ 25,000.00</td> <td style="text-align: right;">+\$ 6,995.00</td> <td></td> <td style="text-align: right;">\$ 31,995.00</td> </tr> <tr> <td>Fringe Benefits</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">\$ 22,885.00</td> <td style="text-align: right;">-\$ 6,995.00</td> <td></td> <td style="text-align: right;">\$ 15,890.00</td> </tr> <tr> <td>Travel</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Operating Expenses</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractual Services</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Miscellaneous</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ 47,885.00</td> <td></td> <td></td> <td style="text-align: right;">\$ 47,885.00</td> </tr> </tbody> </table>		Budget Category	Current Budget	Change		New Budget	Federal	State/Local	Personnel	\$ 25,000.00	+\$ 6,995.00		\$ 31,995.00	Fringe Benefits					Equipment	\$ 22,885.00	-\$ 6,995.00		\$ 15,890.00	Travel					Operating Expenses					Contractual Services					Miscellaneous					TOTAL	\$ 47,885.00			\$ 47,885.00
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9. Except as hereby modified, all terms and conditions of the subgrant remain unchanged.																																																
AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE																																															
10. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	11. Typed Name & Title of Authorized Subgrantee Official: Lynn Spruill Mayor, City of Starkville																																															
12. Signature of DPSP Official: _____ Date: _____ 	13. Signature of Authorized Subgrantee Official: _____ Date: _____ 																																															

PUBLIC SAFETY PLANNING BUDGET SUMMARY

1. Applicant Agency: City of Starkville PD					
2. Subgrant Number	3. Grant Identification Number	4. Beginning Date	5. Ending Date		
20HS2311	2020-MU-BX-0053	January 15, 2021	June 30, 2022		
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number: #1	C. Modification Effective Date: March 1, 2022		
7. Funding Sources					
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)
	Hot Spots Policing	\$ 47,885.00			
					\$ 47,885.00
TOTAL		\$ 47,885.00			\$ 47,885.00

PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville PD				Page 1 of 1	
2. Subgrant Number		3. Grant Identifier Number	4. Beginning Date	5. Ending Date	
20HS2311		2020-MU-BX-0053	January 15, 2021	June 30, 2022	
6. Activity: Local Law					
7. For DPSP USE ONLY	8. Category	10. Description of Item and/or Basis for Evaluation		11. Budget	
	9. Line Item			Federal	All Other
	PERSONNEL	Overtime for Police Officers @ Not to exceed		\$ 31,995.00	
	EQUIPMENT	10- Radar Speed Detectors – \$ 1,589.00 ea.		\$ 15,890.00	
		TOTAL		\$ 47,885.00	
					Total
					\$ 31,995.00
					\$ 15,890.00
					\$ 47,885.00



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 3-15-22
PAGE: 1 of 12

SUBJECT: Application for FY22 Mississippi Department of Homeland Security Grant. The Starkville Police Department requests permission to apply for the Mississippi Department of Homeland Security Grant. The grant is a 100% reimbursable grant for funding in the area of equipment.

AMOUNT & SOURCE OF FUNDING: \$22,989.00, Mississippi Department of Homeland Security

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

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

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the Starkville Police Department to apply for 100% reimbursable grant funding in the area of the FY22 Mississippi Department of Homeland Security, for the purchase of License Plate Reader technology.

STAFF RECOMMENDATION:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF \$7,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

1. The existing water and sewer system of the Municipality is operated and accounted for as a separate enterprise known as the combined water and sewer system of the Municipality (the "System").

2. It is necessary, advisable, and in the best interest of the Municipality and its citizens to finance improving, repairing, and extending the System (the "Authorized Purpose"), for which purpose there are no other available funds on hand.

3. The Governing Body will employ a competent engineering firm or firms to study the System, to determine the nature and extent of the necessary improvements, repairs, and extensions to the System (the "Project"), and make an estimate of the cost thereof.

4. The estimated cost of the Project is the aggregate amount of \$7,000,000.

5. The Project is economically feasible, and would be in the public interest and of benefit to the Municipality, and the findings of said engineers are hereby adopted, including the estimate of the costs of the Project.

6. Under the provisions of Section 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Utilities Act"), the Municipality is authorized to undertake activities for the Authorized Purpose and the Project, and to provide for the payment of the costs thereof, or any portion of such costs, by and through the issuance of combined water and sewer system revenue bonds (the "Bonds"), of which the principal of and interest on shall be payable from the revenues of the System, as authorized by the Municipal Utilities Act.

7. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Utilities Act, and other applicable laws of the State of Mississippi (the "State"), the Municipality is authorized to undertake activities for the Authorized Purpose and the Project, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing a combined water and sewer system revenue bond of the Municipality (the

“Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”) or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), of which the principal of and interest on shall be payable from the revenues of the System, as authorized by the Municipal Utilities Act.

8. The amount of the Bonds, the Qualified Obligation, or the Loan for the Authorized Purpose and the Project shall not exceed the maximum principal amount of \$7,000,000, in one or more series.

9. The Municipality reasonably expects that it will incur expenditures for the Project for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Project made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Municipal Utilities Act, the Bank Act, and other applicable laws of the State.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Municipal Utilities Act, to issue and sell the Qualified Obligation pursuant to the Municipal Utilities Act and the Bank Act, or enter into the Loan with the Bank pursuant to the Municipal Utilities Act and the Bank Act, all in the maximum principal amount of \$7,000,000, for the Authorized Purpose and the Project.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan may be issued in one or more series, and, if issued, shall be payable from the revenues of the System.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose and the Project prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with the proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at City Hall located at 110 West Main Street in the Municipality on Tuesday, April 19, 2022, at 5:30 p.m., which date so fixed will be more than 10 days after the 3rd date of publication of this resolution, as directed by Section 6 hereof. Pursuant to the Municipal Utilities Act and the Bank Act, if a petition signed by not less than 20% of the qualified electors of the Municipality be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least 3 consecutive weeks in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The 3rd such publication shall be more than 10 days prior to the date specified in Section 5 hereof.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, March 15, 2022.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Publication Instructions:

Starkville Daily News

March 25, 2022; April 1, 2022; and April 8, 2022



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

AGENDA ITEM NO:
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Request authorization for the City of Starkville to participate in the Tennessee Valley Authority (TVA) Electric Vehicle Fast Charger Program.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for the City of Starkville to participate in the Tennessee Valley Authority (TVA) Electric Vehicle Fast Charger Program.

ELECTRIC VEHICLE FAST CHARGER PROGRAM AGREEMENT

Contract No. _____

This Agreement is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**"), a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases all of its power requirements from TVA for resale under Contract No. TV-48326A effective March 1, 1978, as amended ("**Power Contract**").

Distributor and TVA want to participate in an electric vehicle ("**EV**") fast-charger program ("**Program**") to develop EV charging infrastructure, including fast-charging stations, in Distributor's service territory. The Program will provide a power bill credit ("**Program Credit**") to Distributor through TVA's wholesale power invoice ("**Power Invoice**").

Distributor and TVA want to agree upon the terms and conditions under which Distributor will develop and operate an EV fast charging site ("**EV Site**") as part of the Program.

Therefore, the parties agree as follows:

SECTION 1 - TERM AND TERMINATION

This Agreement continues in effect for seven years from the effective date, unless sooner terminated as provided below. In an Event of Default, TVA may terminate either all or any portion of this Agreement, in accordance with section 5. TVA will have no further obligations for the Program beyond the date of any expiration or termination of this Agreement. However, nothing contained in this Agreement will be construed as relieving either party of its obligations arising or accruing prior to the date of any expiration or termination of this Agreement.

SECTION 2 - INCORPORATION OF ATTACHMENTS

The parties agree that the Fast Charge Network Program Guidelines ("**Program Guidelines**") are attached to and made part of this Agreement. The Program Guidelines include Site Selection Guidelines, Environmental Review Checklist, Minimum Technical Specifications, Accessibility Requirements, and Reimbursement Request. TVA may update the Program Guidelines, in part or in whole, from time to time. In the event of any conflict between the body of this Agreement and the Program Guidelines, the former controls.

SECTION 3 - PROGRAM IMPLEMENTATION AND MANAGEMENT

3.1 - TVA Responsibilities

Under the Program, TVA:

- (a) will establish and may update the Program Guidelines and any other Program requirements, implementation guidance, and/or resources during the term of this Agreement;
- (b) will verify Distributor's Program Credit calculation, if any, in accordance with section 4 and the Program Guidelines; and
- (c) will add any applicable Program Credit to the Power Invoice, once Distributor requests and TVA approves, in accordance with section 4.

3.2 - Distributor Responsibilities

Under the Program, Distributor:

- (a) will identify a publicly accessible location for the EV Site that fulfills the specifications outlined in the Program Guidelines;
- (b) will submit to TVA both (i) an executed agreement between Distributor and the EV Site owner ("**Site Host Agreement**"), or other documentation confirming that Distributor either owns the EV Site, or is authorized to utilize the EV Site's property as an EV charging site for at least five years of station operation; and (ii) the number of charging stations to be installed at the EV Site;
- (c) will acquire all necessary easements, rights-of-way, zoning permits, and clearances for the EV Site, as may be required by Applicable Laws;
- (d) will submit to TVA the required Environmental Review Checklist and any other documents that TVA determines are necessary in discharging applicable obligations under both the National Environmental Policy Act ("**NEPA**") and Section 106 of the National Historic Preservation Act, and will wait for both TVA's review of such documents and TVA's final site approval before any construction begins at the EV Site;
- (e) will comply with all "**Applicable Laws**," which means all applicable federal, state, or local laws, regulations, permits, orders, or any other legal pronouncements of a governmental authority that have the force or effect of law, including but not limited to, all applicable requirements under the Americans with Disabilities Act, environmental protection laws and regulations, building codes, and safety ordinances;
- (f) will not engage in any activity that would result in an anticipatory breach of TVA's obligations under NEPA, the National Historic Preservation Act, the Endangered Species Act, Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands), or other procedural requirements prior to deciding upon or taking a federal action;
- (g) will stop all EV site development and construction and will notify TVA immediately if previously unidentified archaeological resources or human remains are inadvertently discovered during implementation of the Program, and TVA will work with the Distributor to ensure that the EV site is protected to prevent any further disturbance until the parties can make an informed decision about site eligibility and any further steps necessary to meet federal agency obligations under Section 106 of the National Historic Preservation Act;
- (h) will purchase and will install EV charging equipment for the EV Site that meets the Minimum Technical Specification requirements and that does not present the potential to create a release of a hazardous substance in a reportable quantity at any point;
- (i) acknowledges full responsibility for remediating, to the extent directed or approved by relevant state or Federal authorities, any releases of any hazardous substances that result from the purchase, installation, or maintenance of EV charging equipment installed and operated at the EV Site, and will not seek contribution or response costs from TVA in any administrative or judicial proceeding;
- (j) to the fullest extent allowed by law, will indemnify and hold TVA harmless from and against any claims for personal injuries, property damage, or loss of life or property arising out of Distributor's negligence, recklessness, or willful misconduct in connection with this Agreement;
- (k) within 15 months of this Agreement's effective date, will complete EV Site development and construction in a manner that satisfies all environmental and other site specifications, as set forth in the Program Guidelines; however, the parties may mutually agree to revise the timeline for EV Site development and construction, provided that Distributor provides to TVA written notice with a

revised timeline at least 30 days prior to the expiration of the 15 months;

(l) will provide for the continuous operation and maintenance ("**O&M**") of the EV Site for at least five consecutive years from the date upon which Distributor first makes the EV Site publicly available for EV charging services ("**Date of Commission**");

(m) will cooperate with TVA, with TVA's authorized representatives, and with any other Program partners, as needed, in evaluating, measuring, and verifying EV Site usage and any other usage information related to the EV Site either (i) by providing TVA all necessary login information to access usage data collected by the network attached to the EV charging equipment; or (ii) by providing TVA an annual station usage report that includes but is not limited to such data as number of users, number of charging sessions, kWh delivered, and uptime metrics;

(n) no later than five months after this Agreements' expiration or termination, and after completing five years of O&M from the Date of Commission, will provide to TVA a final report detailing (i) all O&M costs, excluding all costs incurred and outlined on the form Distributor submits in accordance with section 4; and (ii) all income generated at the EV Site that comes from those expenses that are eligible for reimbursement under section 4; however, if income is greater than O&M expenses over the course of the five years, then Distributor must reinvest the net proceeds into the EV Site;

(o) will utilize consistent branding, as provided by TVA, on any EV charging equipment, other equipment, communication documents, toolkits, and/or other materials, whether at the EV Site or related to the Program;

(p) within four months of this Agreement's effective date, will execute an amendment to the Power Contract providing for Distributor's ability to sell electricity for sub-metering or resale for EV charging stations; and

(q) will comply with all other implementation guidance, guidelines, and requirements that TVA sets forth and which TVA may modify during this Agreement's term.

3.3 - Administration

TVA may contract with third party/parties to administer or fulfill some or all of TVA's obligations under this Agreement. Distributor hereby consents to such arrangements and will fully cooperate with any such third party.

SECTION 4 - REIMBURSEMENT

4.1 - Eligible Project Costs

TVA will reimburse Distributor in the form of a Program Credit for 80% of Eligible Project Costs for each charging station at an EV Site. "**Eligible Project Costs**" are the allowable and reasonable costs that Distributor actually incurs directly for the EV Site. Eligible Project Costs either fit within the costs described in this section, or are otherwise approved in advance by TVA.

Eligible Project Costs include direct labor costs and other direct costs for EV Site selection and development; costs for purchasing and installing EV charging equipment; costs for purchasing supporting equipment for the EV Site; costs for purchasing operational and maintenance service packages for the EV charging equipment; costs for bringing electric power to the site for purposes of EV Site construction and operation; and other costs that TVA approves in writing and before Distributor incurs the costs. Distributor may incur Eligible Project Costs within one year prior to this Agreement's effective date, with TVA's approval.

The following costs are not Eligible Project Costs: costs for purchasing property for the EV Site; lease or rental fees for access to property for an EV Site; costs incurred more than one year prior to

this Agreement's effective date; costs incurred after the expiration or termination of this Agreement; fines, penalties, interest, and entertainment costs; costs for food and alcohol; costs to perform work that is neither in accordance with nor associated with this Agreement; legal and dispute-related expenses; and any cost previously reimbursed by TVA.

4.2 - Reimbursement Documentation

In order to receive the Program Credit, Distributor must submit the following to the TVA representative listed in section 8: (i) a Reimbursement Request, (ii) any required documentation to substantiate the EV Site's Eligible Project Costs, and (iii) documentation of Distributor's monetary contribution of at least 20% of the Eligible Project Costs.

Documentation of Distributor's monetary contribution towards Eligible Project Costs may include, but is not limited to, third-party receipts and EV Site records.

4.3 - Program Credit

Distributor will receive the Program Credit within 60 days of TVA's approval of the Reimbursement Request.

Unless otherwise agreed to in writing by the parties, in no event will the Program Credit exceed \$150,000.00 per charging station at the EV Site, as listed in the Site Host Agreement.

SECTION 5 - EVENTS OF DEFAULT

An occurrence of any one of the following constitutes an "**Event of Default**":

- (a) Distributor provides notice to TVA to terminate the Power Contract;
- (b) Distributor fails to operate and maintain the EV Site for five consecutive years after the Date of Commission;
- (c) Distributor fails to comply with any environmental impact requirements set forth in either the Program Guidelines or subsections 3.2(d), (e), (f), or (g);
- (d) Distributor fails to execute an amendment to the Power Contract, prior to or within four months of this Agreement's effective date, providing for Distributor's ability to sell electricity for sub-metering or resale for EV charging stations; or
- (e) Distributor fails to materially comply with any of the requirements in this Agreement, including the attached Program Guidelines.

If an Event of Default occurs, TVA shall notify Distributor in writing of the occurrence. If Distributor does not cure the default within 60 days, TVA may terminate all or any portion of this Agreement (i) immediately; (ii) effective as of the date of the occurrence of the Event of Default, as determined by TVA; or (iii) effective as of a date that TVA determines, and that is after the occurrence of the Event of Default.

Unless otherwise specified by TVA, Distributor will forfeit all previously applied Program Credits if this Agreement terminates due to an Event of Default. Accordingly, as soon as practicable after a termination due to an Event of Default, TVA will add a charge to the Power Invoice for all Program Credits Distributor has received under this Agreement. Distributor must pay the charge by the payment due date specified on the Power Invoice.

SECTION 6 - ENVIRONMENTAL CREDITS

The parties acknowledge and agree that TVA may desire or may be required in the future by law, regulation, or binding order to meet specific, or a combination of, renewable energy, energy savings, or

carbon reduction goals or requirements. The parties further acknowledge and agree that, at no additional cost to TVA, TVA will have the sole right to use or apply a percentage of all energy savings, renewable energy, or carbon reduction credits/certificates/claims that may arise or accrue each year for this Program ("**Investment Percentage**"), including the right to a comparable portion of any credits and/or certificates which might be issued or awarded to Distributor under the aforementioned law, regulation, or binding order. The Investment Percentage will be equal to up to 80% of Eligible Project Costs.

Distributor will take all steps necessary to assure such use or application by TVA, including providing any necessary documentation or transferring the Investment Percentage credits (if they are issued or awarded to Distributor under the aforementioned law, regulation, or binding order) that may be required; however, the parties agree that Distributor is not required to incur significant expenses to quantify, measure, certify, or otherwise prove the amounts of the credit to be transferred to TVA, unless the parties reach an agreement to cover such costs.

SECTION 7 - CONFIDENTIAL INFORMATION

The parties will not disclose to third parties any information provided by one party to the other party that is clearly marked as confidential, sensitive, proprietary, or similar ("**Confidential Information**") without the prior written consent of the disclosing party.

Confidential Information does not include information that: (i) at the time of disclosure, is generally known or readily available to the public other than as a result of a violation or breach of this Agreement by the receiving party; (ii) a party is legally required to disclose; (iii) is known to the receiving party prior to the time of disclosure by the disclosing party, or is independently developed by the receiving party without access to the Confidential Information; and (iv) is known by or is in the possession of the receiving party without any confidentiality or use restriction prior to being disclosed by the disclosing party under this Agreement. The receiving party will safeguard the disclosing party's Confidential Information as it would its own.

SECTION 8 - NOTICE

For purposes of this Agreement, the parties' representatives are:

Distributor:

General Manager
Starkville Utilities
200 North Lafayette Street
Starkville, Mississippi 39759
662-323-3133

TVA:

EV Program Manager
Tennessee Valley Authority
26 Century Blvd, Suite 100
Nashville, TN 37214
423-751-7060
EV@tva.gov

The parties will deem any notice required by this Agreement to be given properly if a party delivers the required notice in writing to the address specified above, by one of the following delivery methods: (i) personal delivery; (ii) recognized overnight courier service; (iii) United States Mail, postage prepaid; or (iv) electronic mail.

Either party may change either the designation of any person or the address of any such person at any time and from time to time by similar notice.

SECTION 9 - SEVERABILITY

If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable. If said modification is not permitted by law, then that provision will be disregarded. If a provision is modified or disregarded in accordance with this section, then the rest of the Agreement will remain in effect as written, and any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

SECTION 10 - ENTIRE AGREEMENT

This Agreement represents the parties' complete and final agreement and supersedes all informal understandings, whether written or oral, relating to the subject matter of this Agreement.

SECTION 11 - AMENDMENTS AND WAIVERS

No amendment of this Agreement will be effective unless it is both in writing and signed by the parties' authorized representatives. Notwithstanding the foregoing, TVA may modify the Program Guidelines upon 30 days' notice to Distributor's representative. Unless otherwise agreed to in writing, such modifications will not be construed as imposing additional costs on TVA.

No waiver of any provision under this Agreement or any subsequent agreements will be effective unless that waiver is both in writing and signed by the parties' authorized representatives. The parties agree that any failure to enforce any provision of this Agreement is not a waiver and does not prevent future enforcement of those provisions. A waiver of any breach or default of this Agreement does not constitute a waiver of any subsequent breach or default.

SECTION 12 - ASSIGNMENT

Neither party may transfer or assign this Agreement, in whole or in part, without prior, written consent of the other party.

SECTION 13 - GOVERNING LAW

Federal law will govern the validity, interpretation, and enforceability of this Agreement.

SECTION 14 - ELECTRONIC SIGNATURES

The parties may each execute this Agreement, and any amendments thereto, through electronic means and electronic signatures. The parties agree that electronic signatures have the same force and effect as handwritten signatures.

SECTION 15 - AUDIT RIGHTS

Distributor shall keep accurate records and books of accounts in electronic form supporting the amounts reimbursed by TVA under this Agreement. TVA, or its agents, may audit at any time during normal working hours and upon notice to Distributor, all amounts reimbursed by TVA, and may examine Distributor's records and books of accounts specifically relating thereto. Distributor also shall maintain nonfinancial documentation and records that relate to whether work performed under this Agreement complies with the requirements of the Agreement. Distributor shall preserve and make available its records and books of accounts for four years from the date of final payment under this Agreement. If this Agreement is terminated, Distributor shall preserve and make such records and books of accounts available for four years from the date of any resulting final settlement.

SECTION 16 - WARRANTIES

- (a) The parties warrant that they have the full corporate right, power, and authority to enter into this Agreement.
- (b) Distributor warrants that: (i) its employees and subcontractors, if any, will perform and complete their obligations under this Agreement with professional diligence and skills, and will exercise the degree of skill and care customarily required by prevailing professional standards and procedures; and (ii) it shall ensure its compliance with all Applicable Laws and regulations in connection with the performance of its obligations under this Agreement.
- (c) Except as otherwise provided, TVA provides no warranty in connection with this Agreement and disclaims all warranties of any kind, whether express or implied.

SECTION 17 - SURVIVAL

The parties' obligations that are not, by the express terms of this Agreement, to be performed fully during the term, will survive termination of this Agreement. Termination of this Agreement for any reason will not affect the parties' obligations or liabilities hereunder, if and to the extent such obligations or liabilities, either by their nature or by express provision of this Agreement, survive termination.

SECTION 18 - DISCLAIMERS

To the fullest extent allowed by law, TVA, its agents, and its employees do not assume any liability either to Distributor or to any third party for any damages to real property, damages to personal property, or personal injuries, including physical injury and death, arising out of or in any way connected with Distributor's acts or omissions under this Agreement, including but not limited to, any damages related to the release of any hazardous or toxic chemicals or any other materials from the EV chargers.

The effective date of this Agreement is the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By _____

Director
Power Customer Contracts



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

AGENDA ITEM NO:
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to enter into a service contract with Howard Technology Solutions for the audiovisual equipment at the Operations Center.

AMOUNT & SOURCE OF FUNDING: 2022 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

STANDARD SERVICE CONTRACT

SSC#: OPP 13456

Howard Technology Solutions, a Division of Howard Industries, Inc. ("Howard"), offers various optional service contracts for the AV products and systems sold and installed by Howard's AV group. The equipment that HTS installs normally come with a manufacturer's product warranty, which typically covers repair and/or replacement in the unfortunate event a product, proves to be defective. But manufacturers' product warranties rarely cover the labor required on the Customer's end to work through the warranty claims process and get the equipment back up and running. This is where a Howard's optional service contract comes in, as a supplement to the manufacturer's warranty, providing the Customer with the convenience of hands-on assistance and labor from the very beginning to the very end of the claims process. Our service contracts provide Howard Customers with confidence that their AV system will perform as intended with minimal disruptions and reduces the Customer's out-of-pocket expenses at the time of the claim.

You have elected to purchase Howard's **Standard Service Contract**. In the event a warranty issue arises with a covered product, Howard will, pursuant to the terms and conditions below, provide prompt on-site labor and expert assistance to you throughout the claims process, including initial troubleshooting and performance of diagnostic assessments, facilitating submission of the warranty claim to the manufacturer on your behalf, and uninstalling and/or reinstalling parts or products repaired or replaced by the manufacturer.

Terms and Conditions

1. This Standard Service Contract (this "Contract"), entered into between Howard and Starkville Utilities, covers the products identified in the Howard Quote # 1174850 and 11744851 attached hereto (the "Covered Products"). Upon receipt of Customer's payment in full of the agreed-upon price, Howard will, during the term of this Contract, perform the following services:

- a) Assist the Customer with troubleshooting and/or perform diagnostic assessments related to performance issues which may arise with respect to the Covered Products;
- b) In the event it is determined that a warranty claim should be submitted to the manufacturer for Covered Products, Howard will, on the Customer's behalf, facilitate the submission claim to the manufacturer and will assist with communicating and working with the manufacturer throughout the process, including assistance with gathering and submitting information or documentation required by the manufacturer to process the claim;
- c) If the Customer's claim is accepted by the manufacturer, Howard will uninstall or disassemble the warranted Covered Product as may be necessary and will also provide assistance in packaging such equipment for return, or pickup, per the manufacturer's reasonable requirements in connection with the repair or replacement of such equipment under the terms of the manufacturer's warranty;
- d) Then, upon the Customer's receipt of repaired or replaced equipment from the manufacturer, Howard will handle the installation or re-installation of such parts or products.

2. The term of this Contract is one (1) year, beginning on the date of Howard's installation of the Covered Products. Requests to extend the term of or renew this Contract beyond one year will be considered and negotiated on a case-by-case basis. If you are interested in extending the term, please contact your Howard representative to discuss available options.

3. This Contract is an agreement to provide labor to the Customer in the event a warranty issue arises on a Covered Product during the term hereof; it does not cover any costs of packaging or shipping materials, freight or delivery charges, related equipment or any other costs or expenses. Howard makes no representation or guarantee as to whether any manufacturer of a Covered Product will accept the Customer's warranty claim or perform under its warranty or otherwise.

4. Every reasonable effort will be made to schedule the services described herein as soon as possible and no later than seven (7) business days from the date of the request, but exact response times may be subject to the availability of

Howard personnel. Customer must cooperate with and provide assistance to Howard personnel and access to Customer's facility as Howard may reasonably request for the purposes of performing the services.

5. This Contract is not a product warranty or an extension or upgrade of the manufacturer's product warranty. Howard does not warrant non-Howard branded products. Customer should refer to the manufacturer's warranty on the Covered Product for information about its coverage and terms, including Howard's standard Limited Warranty as to Howard branded products.

6. Howard warrants to the Customer that it shall perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In the event of a breach of the foregoing warranty, Howard will, in its sole discretion, either: (i) re-perform such services; or (ii) credit or refund the price of the services at the pro rata contract price. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE HOWARD'S ENTIRE LIABILITY FOR ANY BREACH OF THE SAID WARRANTY.

7. The Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by the Customer hereunder.

8. Howard is an independent contractor, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties. All matters arising out of or relating to this Contract are governed by and construed in accordance with the laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule.

AGREED:

Customer (Name and Title)

Date

AGREED:

Howard Technology Solutions,
a Division of Howard Industries, Inc.

1/31/2017

Date

File Name:

Attachment: **Howard Quote**

Payment Agreement

This Payment Agreement (this "**Agreement**"), made and entered into by and between Howard Technology Solutions, a division of Howard Industries, Inc., ("**HTS**") and _____ ("**Customer**"), is applicable to products and services Customer purchases from HTS.

In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Coverage.** The terms and conditions set forth herein will exclusively govern all of Customer's purchases of products and services from HTS, including in connection with installation or other projects ("**Project(s)**"), unless and until the parties agree in writing to different payment terms.
2. **Payment for Products.** Payment of 100% of the agreed-upon price for products, including equipment to be installed for a Project, will be due NET 45 upon delivery of the products to Customer's facility. Each shipment of products will constitute a separate sale, and Customer agrees to pay for the products delivered whether such shipment is in whole or partial fulfillment of the entire order.
3. **Payment for Services.** HTS reserves the right in its sole discretion to invoice monthly or progressively for labor and/or services depending on the nature of a particular Project or other circumstances.
4. **Credit Approval; Payments by Credit Cards.** All sales and payment terms are subject to credit approval and a credit limit set by HTS in its discretion. A 3% surcharge may be added to payments made by credit card.
5. **Changes.** HTS reserves the right in its discretion to add additional charges and/or to change the quoted price(s) which will be mutually agreed upon and amended by a change order for any Project in the event of circumstances warranting such modifications, including: (i) if for any reason Customer changes the start date of a Project within 5 days of the scheduled start date; (ii) if HTS is delayed during the installation or other stage of a Project as a result of lack of accessibility to necessary facilities or equipment, the presence or status of other trades or contractors, faulty or incompatible equipment that is not provided by HTS, or for any other reason beyond HTS's control or responsibility; (iii) if the scope of a Project, including as will typically be set forth in a mutually agreed-upon Statement of Work, is changed for any reason; (iv) if HTS's costs increase due to causes beyond its reasonable control, including imposition by the United States or any other country of new or higher tariff(s) or other similar tax(es), fee(s) or charge(s); or (v) if obstacles or limitations require the use of additional or different measures to achieve installation of equipment pursuant to the manufacturer's recommendations. All changes will be made known to the end user and agreed upon.
6. **Breach.** In the event Customer is in breach of the terms herein, HTS may in its discretion: (i) accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full, (ii) stop all work under any order or Project until receipt of full payment or assurances of payment satisfactory to HTS; (iii) require prepayment for any other orders; and/or (iv) delay shipments. Late payments may bear interest from and after the due date at a monthly rate equal to five percent (1.5%).

IN WITNESS WHEREOF, the undersigned do hereby execute this Payment Agreement as duly authorized officials of the respective parties hereto, as of the dates recorded below:

Customer:

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

**Howard Technology Solutions, a division of
Howard Industries, Inc.**

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____



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

AGENDA ITEM NO:
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Request authorization for the City of Starkville to participate in the Low-Income Household Water Assistance Program (LIHWAP).

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for the City of Starkville participate in the Low-Income Household Water Assistance Program (LIHWAP).

Mississippi Department of Human Services (MDHS)
Division of Community Services (DCS)

Vendor Agreement
Low-Income Household Water Assistance Program

The Low-Income Household Water Assistance Program (LIHWAP) provides assistance to eligible low-income households to pay home water and wastewater costs. Payments for assistance will be made by Prairie Opportunity, Inc. on behalf of eligible households

LIHWAP Agency
to the LIHWAP Vendor who provides the source of water/wastewater services. Checks or ACH deposit will be issued to the LIHWAP Vendor with a list of eligible households attached to it.

This vendor agreement is between:

LIHWAP Agency: Prairie Opportunity, Inc.	Address, Phone Number and Email Address: P. O. Box 1526, Starkville, MS 39760
LIHWAP Vendor Legal Name: City of Starkville	Address, Phone Number and Email Address: 110 West Main Street, Starkville, MS 39759
Tax ID Number/EIN Number:	

Services provided and billed by LIHWAP Vendor (Mark an "X"):

Water Fees X Wastewater/Sewer Fees X Other X
Stormwater Fees X Groundwater Fees X

Counties served by your company: Oktibbeha

By signing this agreement and accepting payments on behalf of eligible households, the LIHWAP vendor assures:

- The account number is assigned to each household eligible for water/wastewater assistance;
- That eligible households will be charged in a normal business process, the difference between the actual cost of water/wastewater services and the amount of payment made through this program;
- That eligible households will not be treated adversely or differently because of such assistance;
- That there will be no discrimination either in the cost of goods supplied or services provided, against the households on whose behalf payments are made;
- That the amount paid by LIHWAP agency will be credited to individual eligible household account indicated on the listing that accompanies the check or ACH deposit;
- Provide water/wastewater services to each eligible and approved residential household for which payment is provided under LIHWAP;
- Restore water services upon payment for households that have been disconnected;
- After receiving LIHWAP payment for restoration of water services, maintain services for at least 60 days;

09/27/21

- To not refuse service or otherwise discriminate in the marketing and provision of service to any household because of race, religion, color, national origin, gender, familial status, source of income, level of income, disability, financial status or qualification for low-income services;
- To not take any adverse action on a household account when an application for assistance is pending, until such time that eligibility for services is determined;
- To not interrupt services if a pledge was sent to LIHWAP Vendor and the LIHWAP agency is meeting the obligations under this agreement;
- That it will cooperate with DCS by providing requested information to DCS regarding annual water/wastewater usage and cost for LIHWAP households, if applicable;
- To provide at no cost to the LIHWAP Agency, household, or MDHS-DCS, written information on a household's home water/wastewater costs, bill payment history or arrearage history for no more than the previous 12 monthly billing periods; and
- To report any instance of fraud, waste, and abuse concerning customer (household), LIHWAP agency, employee, or LIHWAP vendor, please contact the MDHS Division of Program Integrity at 1-800-299-6905. The report may result in an investigation being conducted and/or permanent disqualification from participating in the LIHWAP.

The LIHWAP vendor agrees to handle payments in the following manner:

- Payments must be applied **ONLY to residential water/wastewater accounts** of the individuals listed, except if: (a) the account is in the name of the spouse who lives at the same address; (b) the account is in the name of a deceased spouse; or (c) verification is obtained from vendor or landlord stating that applicant is responsible for affected utility bill;
- Payments must not be applied to account balances that have previously been written off or paid with other funds;
- Provide written reconciliation and confirmation on a regular basis to LIHWAP agency that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable;
- Payments must **not** be applied to business accounts;
- Payment must be applied **only** for home water/wastewater services. The following payments are prohibited: repairs, garbage collections, fraudulent services, meter tampering and returned check fees;
- If a credit balance results from the payment to a household's account, the credit balance must be refunded to the LIHWAP agency within 60 days. **CASH REFUNDS TO THE HOUSEHOLD OR LIHWAP AGENCY ARE STRICTLY PROHIBITED;**
- Should a credit balance result on an account in which the account holder dies (and there are no other adults in household), or moves out of the LIHWAP Vendor's service area, any amount exceeding the balance owed the LIHWAP Vendor must be refunded to the LIHWAP Agency within 60 days;
- Refund any interest resulting from unused LIHWAP payment made on behalf of the household;
- All household accounts should be credited immediately, but no later than ten (10) days after receipt of check from LIHWAP agency. It is important that all branch offices of LIHWAP vendor are contacted to ensure that household accounts are credited in a timely manner;
- The LIHWAP Vendor agrees to provide at least one contact person and phone number to the LIHWAP Agency who will ensure that all accounts are credited and answer questions concerning water/wastewater disconnections and payments;
- Refunds must be identified with the year credit occurred, name, address, and account number of the recipient;
- Reconnection fees shall be waived, unless prohibited by city ordinance, and a listing be provided to LIHWAP agency on a monthly basis;
- Cooperate with any Federal, State, or local investigation, audit, or program review. The LIHWAP vendor will allow LIHWAP Agency representatives access to all books and records

relating to LIHWAP households for the purpose of compliance verification with this Agreement;
and;

- Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

By signing this agreement and pledging payments of eligible households, the LIHWAP agency assures:

- To not provide pledges on behalf of households without having adequate funds to pay such pledge;
- Pledges will be made **only** on approved applications in the MDHS Virtual ROMA system;
- Payment will occur within twenty (20) business days after application has been approved; and
- Provide LIHWAP Vendor with a list of names, telephone numbers and email addresses of LIHWAP Agency staff designated to approve pledges on behalf of the agency.

The parties acknowledge that this Agreement and the services provided by the LIHWAP Vendor and the LIHWAP Agency are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions.

The Mississippi Department of Human Services may terminate this agreement by written notice for failure of either party to comply with the provisions stated herein or when it is deemed to be in the best interest of the State, household, or to comply with applicable laws and regulations.


Signature of LIHWAP Agency Officer

Signature of LIHWAP Vendor Officer

Laura A. Marshall, Executive Director

Printed Name & Title

Printed Name & Title


Date

Date



LIHWAP

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

MDHS

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

www.mdhs.ms.gov
800.421.0762

DO YOU NEED HELP WITH YOUR **WATER BILL?**

LIHWAP is available for individuals and families who need assistance paying a current bill, have past-due water bills, had their service terminated, or received a notice indicating that their service will be terminated in the next 60 days. Households can receive the LIHWAP grants for both drinking water and for wastewater services. The funding is issued directly to the utility providers in support of families who meet income requirements.

LIHWAP provides financial assistance to eligible households in managing costs associated with:

- Water bills
- Wastewater/sewer bills
- Stormwater fees
- Groundwater fees
- Reconnection fees
- Late fees
- Lien removal fees (water-related)

Who is eligible for LIHWAP?

Mississippi residents who qualify for LIHEAP Low Income Home Energy Assistance Program, will also be eligible for LIHWAP Low Income Household Water Assistance Program. Applicants' household income must be at or below 60% of the state median income to qualify for these programs.

How do I apply?

Visit www.access.ms.gov and select "Apply Here" to start application process for Energy Assistance, call 800-421-0762, or visit your local Community Action Agency.



Scan here for
quick access to
the application.

LIHWAP

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

FAQ

FREQUENTLY ASKED QUESTIONS

What is the LIHWAP Low Income Household Water Assistance Program?

In response to the Coronavirus pandemic that has affected the United States and caused a tremendous financial burden on many American households, the U.S. Department of Health and Human Services (DHHS) through the Consolidated Appropriations Act and the American Rescue Plan Act has awarded LIHWAP funding to states to provide assistance to eligible households to relieve their burden of water/wastewater costs to ensure families have adequate water.

What services can be paid on behalf of eligible households?

- Water bills
- Wastewater/sewer bills
- Stormwater fees
- Groundwater fees
- Reconnection fees
- Late fees
- Lien removal fees (water-related)

Who is eligible for LIHWAP Low Income Household Water Assistance Program?

If you and your family qualify for LIHEAP Low Income Home Energy Assistance Program, you will also be eligible for LIHWAP Low Income Household Water Assistance Program. Your household income must be at or below 200% of the federal poverty guidelines to qualify for these programs.

LIHWAP Household Priority Groups

There are three (3) priority groups for this program:

1. Households with disconnected water services;
2. Households with pending disconnections of water services (disconnect notice); and
3. Households needing assistance with current water bills (no disconnect notice).

Even if you have not received government assistance to pay your bills before, it is important to note that you may still be eligible for this program.

How do I get help from LIHWAP Low Income Household Water Assistance Program?

Individuals interested in applying for the LIHWAP should contact their local community action agency/human resource agency for an appointment. Items needed to determine eligibility: Proof of income, photo ID for household members over 18, Social Security numbers for all household members, and water bill (must be in the name of the applicant or spouse)

What is the maximum amount a family may receive for LIHWAP assistance?

Lowest income Mississippians can receive up to \$1500. Dependent on household size and income. People with bills in arrears, can receive the entire past due amount.

How much money did the state receive for this program?

\$13 million to run through September 2013.

Is the program a one-time program or are there plans to continue the program in subsequent years?

LIHWAP is funded by ARPA and will end in September of 2023

How many times per year may a family or individual receive assistance?

There is no cap on the number of times a recipient may utilize the program. Eligible families can be served more than once. The Community Services Division and the Community Action Agencies have created a benefits matrix to determine the amount they can receive during the year on a case-by-case basis. Please complete an application to determine the amount, frequency, and other eligibility issues.



MISSISSIPPI DEPARTMENT OF HUMAN SERVICES



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

AGENDA ITEM NO:
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Request approval of the lowest and best quote from Consolidated Pipe and Supply for the purchase of manhole risers for street overlay projects in the amount of \$5,727.00

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: 2 Quotes Received

Consolidated	\$5,727.00
Southern	\$7,124.00

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for awarding the lowest and best quote from Consolidated Pipe and Supply for the purchase of manhole risers for the street overlay project in the amount of \$5,727.00

Consolidated Pipe & Supply, Co., Inc.

2505 Mattox Street

Tupelo, MS 38801

Phone**Fax**

(662) 841-1270

(662) 841-2490

Name**Location****STARKVILLE UTILITIES**

Bid Date

02/22/2022

Gentlemen, we are pleased to offer the following items for your consideration:

[illegible]

Thank you for the opportunity to quote on your requirements. The above prices are firm for delivery within 30 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the plans and specifications and are not guaranteed. Material warranties are limited to that of the manufacturer only.

Terms : Net 30 Days

F.O.B. Jobsite

Thanks,

Cliff Waddle

Utility Sales Representative

Consolidated Pipe & Supply Co., Inc.

SOUTHERN
PIPE & SUPPLY

Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		6387479-00
PO Date	PO #	Page #
02/22/22		1

Bill To: Starkville Utilities
605 DR MLK JR DR E
Attn: Accounts Payable
Cust # 6102490121 STARKVILLE, MS 39759

Correspondence To: Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To: Starkville Utilities
605 DR MLK JR DR E
Attn: Accounts Payable
STARKVILLE, MS 39759

Instructions

Currency

Ship Point

Via

Shipped

Terms

SOUTHERN PIPE - TUPELO W&S Customer P/U

10Prox,Net30

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)

MUST HAVE SIGNATURE ON PICK-TICKET IN ORDER FOR PAYMENT										

1	M722-241-212 Adjustment Ring 22-24DIA 1-2" Thick, 1-2" Rise	00000	4		4	each	228.53	each	0.00	914.12
2	M718-221-212 Adj. Ring 18-22" Dia 1-2" Thick, 1-2" Rise	00000	4		4	each	228.53	each	0.00	914.12
3	M7240010104A 1122H 24" Riser Ring	00000	3		3	each	228.53	each	0.00	685.59
4	M7230010104A V1407 24-1/4" x 1" Ring Riser	00000	7		7	each	228.53	each	0.00	1599.71
5	M7230010104A 23"x1" Ring Riser	00000	4		4	each	228.53	each	0.00	914.12
6	M7232510104A V1301 23-1/4 x 1 Riser	00000	1		1	each	228.53	each	0.00	228.53
7	M730-341-212 ADJ Ring 30-34" DIA 1-2" Thick, 1-2" Rise	00000	1		1	each	309.62	each	0.00	309.62
8	85008010 Valve Box Riser 1" Tall	00000	59		59	each	26.41	each	0.00	1558.19

8 Lines Total

Qty Shipped Total 83

Total 7124.00

Invoice Total 7124.00

Customer Copy

Page 1 of 1

SEE TERMS AND CONDITIONS AT WWW.SOUTHERNPIPE.COM



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

AGENDA ITEM NO:
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Request approval for renewal of the Honeywell Service Management Agreement (SMA) for the AMI system.

AMOUNT & SOURCE OF FUNDING: 2022

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for renewal of the Honeywell Service Management Agreement (SMA) for the AMI

Quotation 22091261

ORIGINAL

Valid From: 01/01/2022
Valid to: 12/31/2022

Sold to: 1889709

City of Starkville Light & Water
200 N Lafayette St
Starkville MS 39759
United States

TAX Reg.No:

Ship to: 1889709

City of Starkville Light & Water
200 N Lafayette St
Starkville MS 39759
United States

Elster Solutions, LLC
208 S Rogers Lane
Raleigh NC 27610
United States

Bill to: 1889709

City of Starkville Light & Water
200 N Lafayette St
Starkville MS 39759
United States

Currency: USD

Payment Terms: Payment due 45 days upon billing date
Incoterms: FOB Origin
Reference No: SMA Quote 2022 Starkville

ITEM NO.	MATERIAL NO. DESCRIPTION	QTY ORD	UOM	LEAD TIME DAYS REQ DEL DATE	UNIT PRICE EST DEL DATE	EXT. PRICE
000010	HPS_SMA 2022 SMA 01/01/2022 to 12/31/2022 Country of origin: United States Sales Rep: John Carter 865-201-1650 Wesco Distribution Inc 412-454-2200	1	EA	12/20/2021	55,021.00 12/20/2021	55,021.00

Please review the attached SMA renewal calculation. Please forward a Purchase Order or sign and return this Acknowledgement to confirm your intention to renew. Upon receipt we will issue you an invoice payable by 12/31. If we do not receive a response, we will assume you agree to the renewal value and will issue you an invoice prior to 12/31. An additional invoice for software license fees may also be included if you have exceeded the number of allowed licenses under your license agreement.

Comments

If you have any queries, please contact the Sales Representative at the number(s) listed. The delivery date will be confirmed at the time of order placement. Lead time days represents working days. Standard prices will be charged if the quote number is not provided as a reference number when placing your order. If at any time, Seller's costs of production, including raw materials, have increased by 5% or more, then the Seller shall have the right to increase the prices on each product accordingly.

Registered No:	3580408	VAT Reg No:		Federal ID #:	16-1636768	Duns #:	125983887
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Registered Address: Elster Solutions, LLC, 208 South Rogers Lane, Raleigh, 27610-2144, United States

Customer Support: Customer Care Rep: Global Customer Care (GCC) Sales Rep:

See line level for contact information

For our standard Terms and Conditions see overleaf.

Quotation 22091261

ORIGINAL

Valid From: 01/01/2022
Valid to: 12/31/2022

Elster Solutions, LLC
208 S Rogers Lane
Raleigh NC 27610
United States

Total before TAX 55,021.00
Total Amount 55,021.00

Registered No:	3580408	VAT Reg No:		Federal ID #:	16-1636768	Duns #:	125983887
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Registered Address: Elster Solutions, LLC, 208 South Rogers Lane, Raleigh, 27610-2144, United States

Customer Support: Customer Care Rep: Global Customer Care (GCC) Sales Rep:

See line level for contact information

For our standard Terms and Conditions see overleaf.

TERMS AND CONDITIONS

Honeywell Process Solutions-Smart Energy- Elster Solutions, LLC Sales Terms and Conditions

1.GENERAL DEFINITIONS

- 1.1. **"Affiliate"** means any entity that controls, is controlled by or is under common control with, another entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. The term Affiliate includes, among other entities, subsidiaries.
- 1.2. **"Agreement"** means the written agreement, including these Sales Terms and Conditions and any addendum to them ("Addendum") together with relevant Orders, made between Buyer and Honeywell for the Deliverables.
- 1.3. **"Buyer"** means the entity issuing an Order.
- 1.4. **"Buyer Personal Data"** means Personal Data received by Honeywell from or on behalf of Buyer in connection with Honeywell's performance of its obligations under the Order as more particularly described in this Agreement.
- 1.5. **"Deliverables"** means equipment and parts (collectively "Products"), services ("Services") and Software, each supplied or licensed by Honeywell to Buyer under an Order.
- 1.6. **"Honeywell"** means Elster Solutions, LLC or, the Honeywell International Inc. Affiliate that accepts the Order.
- 1.7. **"Order"** means a Buyer purchase order accepted by Honeywell.
- 1.8. **"Party"** means Honeywell or Buyer and "Parties" means both.
- 1.9. **"Personal Data"** means the definition in the EU General Data Protection Legislation (GDPR) (Regulation (EU) 2016/679) regardless of the applicable privacy laws.
- 1.10. **"Software"** means software (in any form, including as a service) and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under the Agreement or a separate agreement.

2.DELIVERY AND ACCEPTANCE

2.1 Delivery terms are EX-Works (INCOTERMS 2010) Honeywell's facility. Title to Products passes to Buyer when Honeywell places Products at Buyer's disposal at Honeywell's facility. Buyer grants Honeywell a security interest in Products until paid in full, subject to applicable law. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery. Honeywell will, at its option, repair, replace, or re-perform rejected Deliverables.

2.2 If a delivery hereunder is delayed due to Buyer's actions or inaction, Honeywell may extend delivery time equal to the length of such delay and shall be entitled to receive compensation for reasonable costs incurred by Honeywell resulting from such delay.

2.3 Honeywell will invoice handling costs, including for additional storage and logistics, if Buyer does not take delivery within 30 days after Honeywell sends written notice to Buyer that the Deliverables are available for delivery.

3.PAYMENT

3.1 Buyer will pay invoices within 30 days from the date of invoice to the account specified by Honeywell with immediately available funds through electronic transfer. Honeywell may submit invoices electronically. Payment must be made in U.S. currency unless agreed otherwise in the Order.

3.2 Buyer must provide the following remittance information when making a payment: (a) invoice number, (b) amount paid. Payment must be in accordance with the "Remit To" field on each invoice. If remittance information is missing, Honeywell will invoice service fee of \$ 500 for each such occurrence.

3.3 Honeywell may make partial deliveries that will be invoiced as they are delivered.

3.4 Honeywell may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com>)

3.5 If Buyer pays late, Honeywell may: (a) suspend deliveries until all delinquent amounts and late interest, if any, are paid, (b) repossess Products or software for which payment has not been made, (c) charge interest for non-payment at lesser of 1.5 % per month for each full or partial month or the maximum legal rate available under governing law, (d) recover all costs of collection, including but not limited to reasonable attorneys' fees, and (e) combine any of the above rights and remedies as may be permitted by applicable law.

3.6 If Buyer does not dispute an invoice within 15 days after invoice date, Buyer has waived the right to do so. Honeywell reserves the right to correct any inaccurate invoices.

3.7 Buyer may pay by following credit cards: Visa, MasterCard or American Express. Honeywell accepts credit card payment only if the credit card is charged on the same day Honeywell invoices Buyer or before the date of the Honeywell invoice.

3.8 Buyer may not set off invoiced amounts against sums that are due from Honeywell. Honeywell extends credit only if Buyer maintains acceptable credit standing.

4.TAXES

Honeywell invoices for taxes, duties and charges, which are Buyer's responsibility, unless Buyer provides acceptable exemption verification.

5.FORCE MAJEURE AND DELAY

Except payment obligations, neither Party is liable for failure to meet its obligations affected by a force majeure event. If performance is so delayed longer than 90 days, either Party can terminate the Order with notice. If Buyer causes delay, Honeywell is entitled to adjust price, schedule and other affected terms.

6.WARRANTIES

6.1. Honeywell warrants Honeywell Products comply with applicable Honeywell specifications and are free from material defects in workmanship and material for 12 months after date of delivery, and Services materially comply with defined requirements for 30 days from the date services are performed. Third party warranties, if any, are transferred to Buyer to the extent Honeywell has the right to transfer. Honeywell will, at its option, repair or replace defective Products, if returned to Honeywell within the warranty period, and re-perform defective Services if notified to Honeywell during the warranty period. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer.

6.2. Honeywell is not, and will not be, liable for defects attributable to: (a) noncompliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, or (d) damage caused by failure of any item or service not supplied by Honeywell.

6.3. WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN THIS SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.

7.LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL RELATED TO THE ORDER WILL IN NO CASE EXCEED THE LESSER OF THE INITIAL ORDER PRICE OR US \$1,000,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

8.PATENT AND COPYRIGHT INDEMNITY

8.1. Honeywell will defend any suit against Buyer claiming that a Deliverable infringes a valid United States patent or copyright existing as of the Agreement effective date and will indemnify Buyer for any final judgment against Buyer resulting from the suit provided Buyer: (a) gives Honeywell prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Honeywell expense) for disposition of the claim, and (c) makes no prejudicial admission about the claim.

8.2. Honeywell has no liability, and Buyer will indemnify Honeywell for claims related to: (a) Deliverables supplied per Buyer designs, drawings or specifications, (b) Deliverables used other than for the purpose for which they were delivered, (c) combining a Deliverable with a product or software not supplied by Honeywell, (d) modification of a Deliverable by anyone other than Honeywell, (e) compromise or settlement made without written Honeywell consent, or (f) Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Honeywell has no liability for Buyer's costs or attorney fees.

8.3. If an infringement claim is made or is likely, Honeywell may at its option and expense: (a) procure the right for Buyer to continue using the Deliverable, (b) modify the Deliverable to be non-infringing, or (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer the purchase price paid for the Deliverable, less reasonable depreciation for use, damage and obsolescence. Failure of Buyer to accept any of the above remedies in lieu of the infringing Deliverable relieves Honeywell of any liability for infringement. Failure to ship infringing Deliverables will not breach the Agreement.

8.4. THIS SECTION STATES HONEYWELL'S ENTIRE LIABILITY AND BUYER'S SOLE RECOURSE AND EXCLUSIVE REMEDIES WITH RESPECT TO INFRINGEMENT. ALL WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, WHETHER STATUTORY, EXPRESS OR IMPLIED, ARE DISCLAIMED.

9.CHANGE ORDERS

Either Party may make changes within the scope of an Order subject to acceptance by the other Party. Honeywell will inform Buyer if the change causes a price or schedule adjustment. The change will be effective and Honeywell may begin performance upon the Parties' authorized signature of a change order.

TERMS AND CONDITIONS

10. DEFAULT AND TERMINATION

Either Party may terminate or suspend an Order for material breach of the Agreement if the breaching Party fails to begin a cure within 10 days after receipt of written notice from non-breaching Party specifying the grounds, and to continue diligently to cure the breach. If Buyer cancels an Order without cause, Honeywell may enforce any available remedies against Buyer, including seeking recovery of expenses incurred by Honeywell due to producing Deliverables, such as expenses and costs associated with demobilization, remobilization, contract breakage, restocking, product obsolescence and stranded costs. Honeywell may cancel any applicable pricing discounts if Buyer fails to pay timely an undisputed invoice. Honeywell will notify Buyer and parties will engage in a mandatory executive escalation meeting with authorized decision makers within 10 days from Honeywell's non-payment notice.

11. INVENTIONS AND INTELLECTUAL PROPERTY

11.1. **"Intellectual Property"** means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.

11.2. No right, title or interest in Intellectual Property provided by Honeywell is transferred to Buyer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how (**"Inventions"**), conceived or developed by Honeywell in connection with the Agreement, are the sole property of Honeywell and Buyer assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement.

Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. All Software delivered by Honeywell is subject to a software license or software subscription agreement ("License"). If Buyer does not agree to a License with Honeywell, Buyer does not have a license or right to Software.

Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer or make accessible in relation to, or which is collected from Buyer or third party devices or equipment by, the Deliverables (**"Input Data"**).

11.3. Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell's products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's confidential information. This section survives termination of this Agreement.

12. CONFIDENTIAL INFORMATION

12.1. **"Confidential Information"** is information that: (a) is marked as "Confidential" or "Proprietary" at the time of disclosure; or (b) is disclosed orally or visually, is identified by the Party disclosing the information ("Discloser") as confidential at the time of disclosure, and is designated as confidential in a writing sent to the receiving Party (**"Recipient"**) within 30 days after disclosure that summarizes the Confidential Information sufficiently for identification, or (c) is Personal Data.

12.2. Recipient will:

(a) use the Confidential Information only for the performance of the Agreement ("Purpose"); (b) disclose Confidential Information only to its employees and any sub-contractors or third parties required to have Confidential Information for the Purpose and who are legally bound in writing to Recipient to protect the Confidential Information in accordance with terms and conditions no less stringent than those imposed under this Agreement; and (c) protect Confidential Information using the same degree of care, but no less than reasonable care, as Recipient uses to protect its own confidential information of a like nature. Recipient will reproduce the restrictive legends of the original on copies it makes. Recipient may disclose Confidential Information to a third party only if authorized in writing and under conditions required by Discloser. Recipient is responsible to Discloser for any violation of the confidentiality obligations by its employees or an authorized third party of the Recipient.

Within 30 days of Discloser's written request, Recipient will return or destroy all Confidential Information of Discloser, including all copies thereof, and will certify to such return or destruction in writing to Discloser. Unless otherwise specified, each Party's obligations with respect to the Confidential Information of the other Party will continue for five years after the date of receipt.

Confidential Information will not include any information that:

(a) was in Recipient's possession and not subject to an obligation of confidentiality before receipt from Discloser; (b) is or becomes legally available in the public domain through no fault of Recipient; (c) was rightfully received by Recipient from a third party who had no obligation of confidentiality, either directly or indirectly, to Discloser; or (d) was independently developed by Recipient without use of or reference to Discloser's Confidential Information.

If Recipient is required to disclose Confidential Information by applicable law, statute, regulation, or court order, Recipient will, if legally permitted, (x) give Discloser prompt written notice of the request and a reasonable opportunity to object to the disclosure and seek a protective order or appropriate remedy; and (y) disclose Confidential Information only to the extent required.

12.3. The parties agree that breach of the confidentiality obligations by the Recipient will cause irreparable damage for which money damages will not be fully adequate, and Discloser is entitled to seek injunctive relief, in addition to any other legal remedies.

13. DATA PRIVACY

13.1 Honeywell may process Buyer Personal Data in relation to the Deliverables as detailed in this Agreement and including in accordance with the following scope, in each case as further specified in an Order as necessary:

Categories of Data Subjects: Buyer and Buyer's Affiliates' customers, employees, contractors, end-users and service providers.

Categories of data: name, contact information (including physical addresses, email address and telephone numbers), location information, facility, device or equipment usage data.

Special categories of data: Buyer Personal Data processed by Honeywell shall not include special categories of data.

13.2. Buyer Personal Data may be processed in relation to this Agreement. To the extent the laws of a jurisdiction recognize the roles of "data controller" and "data processor" as applied to Personal Data then, as between Buyer and Honeywell, Buyer acts as data controller and Honeywell acts as data processor and shall process Personal Data solely on behalf of and in accordance with Buyer's documented instructions, the Agreement and applicable privacy laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the Deliverables and/or related services and perform rights and obligations under the Agreement. Both Parties shall comply with their obligations under applicable privacy laws including in their respective roles as controller and processor of Personal Data.

13.3. Buyer authorizes Honeywell to share Personal Data with sub-processors (including Affiliates and service providers) located in any jurisdiction in connection with the Agreement, provided Honeywell uses legally enforceable transfer mechanisms and contractually requires sub-processors to abide by terms no less restrictive than those in the Agreement with regards to processing of Personal Data.

13.4. Honeywell shall have no liability for any losses, costs, expenses or liabilities arising from or in connection with processing of Personal Data in compliance with the Agreement or otherwise in compliance with Buyer's written instructions.

13.5. Honeywell shall refer all data subject requests to exercise rights under applicable privacy laws to Buyer and provide reasonable assistance to enable Buyer to comply with such requests, enable Personal Data security, respond to complaints or inquiries and to conduct any privacy impact assessments, provided Buyer reimburse all reasonably incurred costs.

13.6. Upon termination Honeywell shall delete or anonymize all Buyer Personal Data, except Honeywell may retain Buyer Personal Data if required or permitted by applicable law for compliance, audit or security purposes.

13.7. If Honeywell processes Personal Data relating to data subjects in the European Economic Area ("EEA"), Switzerland or Philippines: (i) if Honeywell believes any instruction from Buyer will violate applicable privacy laws, or if applicable law requires Honeywell to process Personal Data relating to data subjects in the EEA in a way that is not in line with Buyer's documented instructions Honeywell shall notify Buyer in writing, unless the law prohibits such notification on important grounds of public interest; (ii) Honeywell shall upon request make available the identity of sub-processors and notify any intended addition or replacement and Buyer shall have 5 business days to object. If Buyer objects and the parties do not resolve within 1 month, Honeywell may terminate without penalty on written notice; and (iii) Honeywell shall ensure personnel processing Personal Data of EEA data subjects have committed to confidentiality in relation to such processing.

13.8. Where transfers of Personal Data require: (i) Buyer authorizes Honeywell and Honeywell Affiliates to act as agent for the limited purpose of binding Buyer as principal, in the capacity of "data exporter", to a Honeywell inter-group or Honeywell and service provider data transfer agreement comprising the Standard Contractual Clauses for the transfer of personal data to processors established in third countries adopted by the European Commission ("SCCs"); and (ii) the parties agree that the SCCs (located at https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en or updated more recent website) shall be deemed to have been signed by Buyer and Buyer's affiliates, in the capacity of "data exporter", and by Honeywell and/or Honeywell's affiliates, in the capacity of "data importer" and the information required to be provided in the SCCs' appendices shall be as described in this Section or separately agreed in writing.

13.9. Security is governed by the policies as further specified in the Order. If no additional Security Policy is specified in the Order, Honeywell will use reasonable administrative, physical and technical safeguards to protect Personal Data and Input Data and follow industry-standard security practices. Buyer will implement reasonable administrative, physical and technical safeguards to protect Deliverables and follow industry-standard security practices. Buyer is solely responsible for costs incurred due to unauthorized use or access through Buyer's account credentials or systems.

13.10. To the extent Honeywell has not obtained or provided Buyer with evidence of formal certification under SOC2 Type 1 and Type 2 (or equivalent), Buyer may audit Honeywell's compliance with this Section once per year, or more frequently if applicable laws require. Audits will occur following Buyer's written request at least 90 days prior to the proposed start date and Buyer providing a reasonably detailed audit plan describing the proposed scope, start date and duration. The Parties will work in good faith to agree on a final audit plan. Each Party will bear their own costs related to the audit. The audit will be conducted during Honeywell regular business hours at the applicable facility, subject to the published policies of that facility, and may not unreasonably interfere with business activities. If a third party is to conduct the audit they must execute a written confidentiality agreement acceptable to Honeywell. If the information required for an audit is not contained in existing reports, Honeywell will make reasonable efforts to provide it to the auditor. To preserve the security of Honeywell customers and organization Honeywell reserves the right to not share information that could expose or compromise its security, privacy, employment policies or obligations to other customers or third parties or share Confidential Information. Records may not be copied or removed from Honeywell facilities. Buyer will generate and provide Honeywell with an audit report within 3 months of audit end, unless prohibited by law. Audit reports are Honeywell Confidential Information and may only be used for the purposes of meeting Buyer's regulatory requirements or confirming Honeywell's compliance with this Section.

13.11. Honeywell shall evaluate and respond to any confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of the Deliverables and/or of Buyer Personal Data due to a breach of Honeywell's obligations under this Section (each a "Security Incident"), and will work with Buyer (and where necessary with outside regulatory and law enforcement authorities) to develop response strategies and respond to and mitigate the adverse effects of a Security Incident. Where it is determined a Security Incident has occurred, Honeywell shall notify Buyer without undue delay and as relevant information becomes available to assist Buyer in meeting its potential reporting or notice obligations under applicable law. Honeywell shall include a description, whether and what type of Personal Data or Input Data may have been affected and such information as Honeywell may reasonably request, unless the law prohibits it. Buyer shall work with Honeywell in good faith to develop any related public statements or required notices resulting from a Security Incident. Provided Honeywell is in material compliance with its obligations under this Section, Honeywell's obligations set out in this Section are Honeywell's sole obligations, and Buyer's sole and exclusive remedy, for Security Incidents.

13.12. Each Party may process certain business contact details relating to individuals engaged by the other Party in the performance their obligations under this Agreement (**"Staff"**). Each Party will take appropriate technical and organizational measures to protect such Personal Data against Security Incidents and shall securely delete it once no longer required for the purposes for which it is processed. Where required under applicable privacy laws, each Party shall inform its own Staff that they may exercise their rights in respect of their Personal Data against the other Party by submitting a written request with proof of identity to that other Party.

14. MISCELLANEOUS

14.1. Each Party is responsible for compliance with all import, export, and re-export control laws and regulations and will mutually cooperate as needed.

14.2. Honeywell may suspend Services at Buyer's expense if Honeywell determines that performance of Services may compromise safety.

14.3. Buyer will allow Honeywell to issue mutually agreeable press releases, technical papers, photographs and other publications relating to this Agreement and the general operation of the Deliverables.

14.4. While cyber security services will be provided in professional and workmanlike manner, and include reasonable efforts to validate that recommended third party cyber security solutions will not detrimentally impact performance of Honeywell standard products, Honeywell makes no guarantee that the cyber security products (inclusive of equipment, software and services) provided by Honeywell (**"Cyber Security Products"**) will prevent a cyber-attack or mitigate the impact of any cyber-attack and Buyer acknowledges that Honeywell's sole liability, and customer's sole remedy, for any failure of the Cyber Security Products to perform as specified is replacement of defective product and/or re-performance of defective service, provided Honeywell is notified by Buyer of the defects in the Cyber Security Products during the agreed upon warranty period. Notwithstanding any other terms agreed to between Honeywell and Buyer, Buyer acknowledges that all Cyber Security Products that do not carry the Honeywell brand (**"Third Party Product"**) are provided to customer subject to the Third Party Product supplier's standard terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to Buyer and Honeywell has no liability whatsoever with respect to the performance or non-performance of such Third Party Products

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- 14.5. If any provision of the Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected.
- 14.6. The failure of either Party to enforce at any time any provision of the Agreement may not be construed to be a continuing waiver of those provisions.
- 14.7. The Agreement is governed by the laws of the state of New York, United States of America, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either, is specifically excluded. The Parties waive any right to a trial by jury for disputes and submit to the exclusive jurisdiction of the Federal and State courts within the Southern District of New York for resolution of disputes; however, Honeywell may seek an injunction or enforce a judgment against Buyer in any jurisdiction. Buyer will not bring a legal action more than two years after the cause of action arose unless a shorter period is provided by applicable law.
- 14.8. The Agreement contains the entire agreement between the Parties and any pre- printed terms are excluded. Any terms on facility entry documents or other similar documents signed by Honeywell after the Order date are not applicable. If there is any conflict in terms, the order of precedence is the License, any Addendum, the acceptance, the Agreement (excluding the Order), and then the Order.
- 14.9. The Agreement may not be varied except by a written change signed by authorized representatives of both Parties. Provisions of the Agreement that by their nature should continue in force beyond the completion or termination of the Order will remain in force. Buyer will not delegate, transfer, or assign, by operation of law or otherwise, the Agreement, or rights or obligations under it, without Honeywell's prior written consent and any attempt to do so is void. For purposes of this Section, assignment includes any change in control of the Buyer or the merger of Buyer with any other legal entity.
- 14.10 The attached addendum and all terms and conditions therein are incorporated by reference.
- 14.11 Except for sections 1.7 and 14.8, the word "Order" is replaced with "Agreement" throughout these Sales Terms and Conditions. ***

Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

1. SUPPLEMENTAL TERMS RELATED TO WARRANTIES

- 1.1 Goods Warranty**
Honeywell warrants that goods shall be delivered free of defects in material and workmanship. The warranty remedy period for goods shall end:
(a)For meters and modules: twelve (12) months after date of shipment.
(b)For handheld meter reading units: sixty (60) months after date of shipment.
(c)For belt clips and optical probes: twenty-four (24) months after date of shipment.
(d)For all other "goods" including gatekeepers, routers, repeaters, AGI nodes, mobile interrogators, VIDs: twelve (12) months after i after date of shipment.
- All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.
- 1.2 Goods Remedy**
If a nonconformity to the foregoing warranty is discovered in the goods during the applicable warranty remedy period under normal and proper use, and provided the goods have been properly stored, installed, operated and maintained (Buyer to provide proper records), and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) repair or replace the nonconforming portion of the goods, or (ii) refund the portion of the price applicable to the nonconforming portion of goods.
- 1.3 Services Warranty**
Honeywell warrants that services shall be performed in a good and workmanlike manner. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.
- 1.4 Services Remedy**
If a nonconformity to the foregoing warranty is discovered in the services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) re-perform the nonconforming services or (ii) refund the portion of the price applicable to the nonconforming portion of the services.
- 1.5 Water and Gas Module Battery Warranty (to the extent applicable to this purchase)**
Honeywell warrants that the water and gas module batteries shall be delivered free of defects in material and workmanship. The Module Battery warranty period shall be twenty (20) years after date of shipment.
- 1.6 Water and Gas Module Battery Remedy (to the extent applicable to this purchase)**
If a warranted battery nonconformity is discovered in the Modules during the first 10 years from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed, operated and maintained (Buyer to provide proper records), and the nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell shall, at its sole option, either (i) repair or replace the nonconforming portion of the Module, or (ii) refund the portion of the price applicable to the nonconforming portion, less a prorated benefit theModules have provided. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.
- If a warranted battery nonconformity is discovered in the Modules in years 11 through 20 from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed, operated and maintained (Buyer to provide proper records), and the battery nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell's sole obligation will be to provide Buyer with a discount on substantially equivalent replacement product at a prorated percentage, applied towards the published list prices in effect in the year theproduct is determined to be nonconforming, as determined by Honeywell through RMA, in accordance with the following schedule:
- | Years | Discount off of List Price |
|-------|----------------------------|
| 1-10 | Does Not Apply |
| 11 | 50% |
| 12 | 45% |
| 13 | 40% |
| 14 | 35% |
| 15 | 30% |
| 16 | 25% |
| 17 | 20% |
| 18 | 15% |
| 19 | 10% |
| 20 | 5% |
- 1.7 Additional Warranties**
Notwithstanding the foregoing, certain warranties may be provided under the System License Agreement, the System Maintenance Agreement and the Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section.
- 1.8 Warranty Returns**
For warranty returns of Honeywell manufactured products, Buyer will pay freight to Honeywell point of manufacture. Honeywell will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Buyer is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.
- 1.9 Exceptions**
In no event, shall Honeywell be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Buyer's risk and expense. Honeywell shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Honeywell's instructions; or (v) are comprised of materials provided by or a design specified by Buyer.
- Honeywell makes no system performance guarantees and offers no warranties as to the operation, function or performance of unapproved WAN solutions. Honeywell assumes no responsibility and offers no warranty for system components impacted by the use of unapproved WAN solutions. Use of unapproved WAN solutions nullifies all stated system performance guarantees
- The foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose, non-infringement or usage of trade are hereby disclaimed. The remedies stated herein constitute Buyer's exclusive remedies and Honeywell's entire liability for any breach of warranty. Notwithstanding the foregoing, goods and equipment manufactured by others and supplied by Honeywell, are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer ("third party warranties"). For avoidance of doubt, third party warranties apply to third party AMR/AMI communication modules incorporated into Honeywell goods.

2.SUPPLEMENTAL TERMS RELATED TO FORECAST AND ORDER PROCESS

- 2.1 Products shall be delivered in accordance with the then-current posted lead times. Honeywell reserves the right to charge expedite fees for early delivery requests. Certain order details are required for Honeywell to meet posted lead times, including but limited to, bill to/ship to, quantity, price, part number/product description, meter/device program, nameplate details, etc. Occasionally Honeywell may experience changes in capacity that could affect product delivery. In the event of additional capacity, Honeywell may contact the Buyer to inquire if the Buyer would prefer early delivery. In the event of capacity constraints, Honeywell may contact the Buyer to offer alternative delivery options, such as partial delivery.
- 2.2 The Buyer shall provide Honeywell a rolling twelve-month forecast for Honeywell Products every three months at least ten (10) business days prior to the first day of the quarter. The Buyer will provide the first twelve-month forecast within ten (10) business days of the Effective Date.
- 2.3 In relation to any Forecast:
- 2.3.1.1 the first three months of any rolling twelve-month forecast shall be binding ("Binding Forecast").
- 2.3.2 subject to the agreed tolerance [15%] the subsequent three months shall constitute a Binding Forecast.
- 2.3.3 the remaining six (6) months will constitute a non-binding good faith estimate of the Buyer's requirements.
- 2.4 The Buyer shall issue Orders in strict accordance with the applicable Binding Forecast and the then-current lead times.

TERMS AND CONDITIONS

2.5 The Buyer and Honeywell agree that an Order may be issued by the Buyer, and accepted by Honeywell, via facsimile, email, or other electronic means. The Buyer and Honeywell further agree not to contest the validity or enforceability of Orders on the basis of their not being actually signed or not being originals.

2.6 An Order will become a binding contract upon written notice of acceptance by Honeywell or, if applicable, upon Honeywell's signing and returning the Order acknowledgment copy with notice of acceptance.

2.7 If Honeywell fails to acknowledge and accept an Order placed by the Buyer in strict accordance with a Binding Forecast within ten (10) business days of receipt of the relevant Order, for reasons other than (a) Force Majeure Event, (b) manifest error in the Order, or (c) non-conformity with the then- current lead time, the Order shall be deemed to be accepted without reservation by Honeywell.

2.8 In the event an Order is not in accordance with the then-current applicable lead times and/or Binding Forecast, Honeywell shall either accept or reject the Order within ten (10) business days of receipt of the relevant Order stating reasons if the Order is rejected.

2.9 If the Buyer fails to purchase the volume of Honeywell Products provided in the Binding Forecast for reasons other than (a) Force Majeure Event, (b) a failure of Honeywell to deliver product in accordance with the Specification, or (c) non purchases of Honeywell Products due solely to the fault of Honeywell, then the Buyer shall pay for the Honeywell Products equal to the difference between the Binding Forecast and the quantity of Honeywell Products actually purchased by the Buyer in the applicable three-month period.

3. SUPPLEMENTAL TERMS RELATED TO VOLUME COMMITMENT

3.1 An amount equal to XXX items of Honeywell Products which the Buyer must Order from the Honeywell during the Initial Term, as defined in the Master Agreement ("Volume Commitment").

3.2 Where the Buyer does not order an amount equal to or greater than the Volume Commitment during the Initial Term, the Buyer shall place an Order for the remaining Volume Commitment and where the Buyer fails to place such Order within twenty (20) business days of the end of the Initial Term, such Order shall be deemed to have been placed. The Buyer shall pay for the Honeywell products equal to the difference between the Volume Commitment and the quantity of Honeywell Products actually purchased by the Buyer during the Initial Term.

4. SUPPLEMENTAL TERMS RELATED TO HAZARDOUS OR UNSAFE SITE CONDITIONS (if applicable):

4.1 Buyer recognizes that Honeywell employees have the right to a safe and healthy work environment and agrees that Honeywell may suspend services at Buyer's expense if Honeywell determines that unsafe conditions at the site may compromise Honeywell employee safety. Services will be resumed once the unsafe conditions have been corrected by Buyer. Honeywell will not be liable for failure to meet contractual obligations in the event it suspends performance due to hazardous or unsafe conditions.

4.2 Buyer represents that Buyer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate hazardous substances or mold or conditions caused by hazardous substances or mold.

4.3 TO THE FULLEST EXTENT ALLOWED BY LAW, BUYER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE EXISTENCE OF HAZARDOUS CONDITIONS, MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, WHETHER OR NOT BUYER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS CONDITION, SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF HIS AGREEMENT FOR ANY REASON.

AMENDMENT TO THE TERMS & CONDITIONS APPLICABLE TO THE
SOFTWARE MAINTENANCE AGREEMENT/SERVICES (QUOTATION #22091261)
BETWEEN ELSTER SOLUTIONS, LLC AND STARKVILLE UTILITIES

This AMENDMENT to that certain TERMS & CONDITIONS APPLICABLE TO THE SOFTWARE MAINTENANCE AGREEMENT/SERVICES (QUOTATION #22091261) ("Amendment") between ELSTER SOLUTIONS, LLC (a Honeywell company) a Delaware limited liability company with offices located at 2101 City West Blvd, Houston, TX 77042 ("Elster" or "Honeywell") and STARKVILLE UTILITIES, organized under the laws of the state of Mississippi, with offices located at 200 N. Lafayette Street, Starkville, MS 39759 ("Customer") is entered into on March 15, 2022 ("Effective Date"; collectively Elster and Customer, the "Parties" and individually the "Party" as applicable).

WHEREAS, Elster provided to Customer Quotation #22091261 with validity as of 01/01/2022 for the renewal of the Software Maintenance Agreement/Services ("SMA") provided by Elster to Customer for year 2022 (12/31/2022) to which Elster's standard Terms and Conditions ("Terms") were attached;

Whereas, the Parties have agreed to modify, amend and/or add some other clauses to the Terms;

NOW THEREFORE, in consideration of the foregoing recitals, the covenants and obligations set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby expressly agree to:

1. Amend Clause 3.1 of the Terms to indicate that Buyer will pay invoices within 45 days;
2. Amend Clause 14.7 of the Terms to indicate that the MSA shall be governed by and construed in accordance with the laws of the state of Mississippi, and that the Parties submit thereof to the jurisdiction of the Federal and State Courts of Starkville, Mississippi.
3. Incorporate the following as new clauses of the Terms:

MISSISSIPPI APPLICABLE LEGISLATION OR DOCTRINE

The parties agree that, to the extent Sections 6.3, 7, 8.2, 8.3, 8.4, 12.2, 13.4, 13.8, 14.4, and 1.9-Supplemental Terms Related to Warranties, 3.1-Supplemental Terms Related to Warranties, and 4.3 -Supplemental Terms Related to Warranties of the Honeywell Process Solutions – Smart Energy – Elster Solutions, LLC Sales Terms and Conditions may be in conflict or prohibited by applicable Mississippi Law, those sections shall have no control or effect, and Mississippi law shall govern. In addition, to the extent permissible as per the above, or in the event these limitations are not otherwise prohibited by the aforementioned, neither party shall be liable for (i) any special, indirect or consequential damages and (ii) any amount in excess of the greater of 110% of the amount paid by Purchaser to Elster hereunder or One Million Dollars (\$1,000,000.00).

EXPORT-COMPLIANCE LAWS.

Customer represents, warrants, and agrees that: a.) Customer is not a "Sanctioned Person," meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia)

(“Sanctioned Jurisdictions”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing; b.) Relating to this transaction and/or Contract, Customer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“Sanctions Laws”). Customer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Customer will not take any action that would cause Honeywell to be in violation of Sanctions Laws; c.) Customer will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Customer will not source any components, technology, software, or data for utilization in Honeywell products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws; d.) Customer’ failure to comply with this provision will be deemed a material breach of the Contract, and Customer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Customer agrees that Elster may take any and all actions required to ensure full compliance with all Sanctions Laws without Elster incurring any liability.

4. Revise, as applicable, the “NOTIFICATIONS/NOTICES” Sections of the MSA and its Appendixes, to substitute the notices information thereof as follows:

To: STARKVILLE UTILITIES
Terry Kemp
200 N. Lafayette Street
Starkville, MS 39759

To: Elster Solutions LLC, Inc.
Attn: Dionne Hamilton. General Counsel, Smart Energy
2101 City West Blvd, Houston, TX 77042

ALL REMAINING OR SURVIVING TERMS AND CONDITIONS OF THE AGREEMENT HEREIN REFERENCED, EXHIBITS, ATTACHMENTS AND ANY AMENDMENTS THEREOF TO SAID DOCUMENTS ARE UNCHANGED AND SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the Parties intending to be legally bound have authorized their representatives to execute this Amendment as of the Effective Date.

CUSTOMER ENGINEERING LLC

ELSTER SOLUTIONS, LLC

Name: [NAME]

Title: [Title]

Date: _____

Name: HAMED HEYHAT

Title: Vice President & General Manager, North America |
Smart Energy

Date: _____



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

AGENDA ITEM NO:
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Request approval of an emergency pump repair by Electric Motor Sales and Service Inc for the #2 60 HP Fairbanks pump at the Influent pump station at the Earnest E. Jones Wastewater Treatment Plant in the amount of \$13,500.00.

AMOUNT & SOURCE OF FUNDING: 2022 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

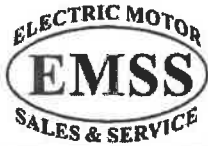
DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

This pump is the backup for the main pump that pumps all wastewater for the city to the treatment plant. The lead time for the pump repair is 6 weeks due to the availability of parts.

SUGGESTED MOTION:

Move approval emergency pump repair by Electric Motor Sales and Service Inc for the #2 60 HP Fairbanks pump at the Influent pump station at the Earnest E. Jones Wastewater Treatment Plant in the amount of \$13,500.00 as per Mississippi code section 31-7-13(k) and that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority



ELECTRIC MOTOR SALES & SERVICE, INC.

232 Alabama Street • P.O. Box 2225 • Columbus, Mississippi 39704-2225 • 662/327-1606 • Fax: 662/327-8773

3-7-22

City of Starkville Utilities

Attn: Mr. Thomas Ware

Starkville, MS

Dear Thomas,

Below is our quote for the work scope outlined on the following pump:

Pentair Fairbanks – ID #U060D2326G2X 1131A – S/N 10619450 – 60 HP – 1180 RPM – 460 V – 320T Fr

Pull pump from station and transport to shop

Disassemble, pressure wash, sandblast and prime parts

Rewind motor stator

Replace seals, bearings, SS bolts, O rings, moisture detectors, resistor and gaskets

Reassemble, paint and test run

Return to pump station and reinstall

\$13,500.00*

Lead Time: Approx. 6 weeks due to availability of parts

If issues outside of work scope are found, repairs will be requested for approval before proceeding.

Respectfully,

A handwritten signature in black ink, appearing to read "Todd Davis", is written over a horizontal line.

Todd Davis

Estimate

Attn	cc	Estimate Number
Thomas Ware		ASRQ1595
Phone:	Fax:	
(662) -76-9-21 x66		

Customer Information	Ship To Information	Est. Date: 3/7/2022
CITY OF STARKVILLE	CITY OF STARKVILLE	Customer ID: 031037
CITY HALL LAMPKIN ST.	CITY HALL LAMPKIN ST.	Estimated By: THOMAS PARSONS
STARKVILLE, MS 39759	STARKVILLE, MS 39759	RFQ #:
		Salesperson: House Employee
		Terms: Net 30

Nameplate Information

ID	AS1668	Rated V.	460
Motor-Make	Pentair Fairbanks	Rated A.	81.3
Rating	60	ID #	U060D2326G2X1131A
RPM	1180	# of Phases	3
Frame	320T	Frequency (Hz)	60
Enclosure	TENV		Submersible Pump

Ship Via: Bestway

Reason For Work: Need to Quote - Per Customer Supplied Work Scope

Required Work: Service Work: (Will be billed seperate from pump repair)

- Pull the pump from pump station & transport to shop. Return to pump station & reinstall.
- \$3,300.00

Pump Repair:
 Rewind pump stator, basic rebuild kit: seals, bearings, S.S.bolts, o-rings, moisture detectors, resistor & gaskets, reassemble, paint, & deliver.
 - \$12,217.50 - Note: Rebuild kit has a 6 week lead time. Estimated lead time of repair after receiveing quoted parts = 2 weeks / 8 weeks total for completion.

Note: Additional needed parts, materials & any needed machine work will be at an additional cost. Not included in the above repair cost. Pick up & delivery is included.

Quote is valid for 30 days. Not responsible for parts left over 90 days. Payment terms are net 30 days. Please click the link below to understand what warranty applies to your apparatus repair.
<http://www.burfordphotos.com/Warranty/warranty.pdf>

SIGNATURE:	DATE:
PRINT NAME:	PO# (If not yet issued)



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

AGENDA ITEM NO:
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Request approval of the lowest quote from Ronnie Jones Construction Inc. in the amount of \$6,7216.00 for crusher run to improve road access to the Trim Cane Lift station.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: 2 Quotes Received

Ronnie Jones	\$6,216.00
Nunley	\$7,812.00

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Ronnie Jones Construction in the amount of \$6,7216.00 for crusher run to improve road access to the Trim Cane Lift station.

RONNIE JONES CONSTRUCTION, INC

P.O. BOX 207 / 1999 CALEDONIA - STEENS RD.

CALEDONIA, MS 39740

ph.662-356-6222

fax - 662-356-6881

SUBMITTED TO: STARKVILLE UTILITIES

3/8/22

PHONE:

FAX#

cell#

662-722-0364

ATTENTION

David Bush

E-MAIL: dbush@starkvilleutilities.com

Job Location:

506 DLConner Drive Starkville

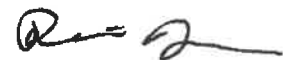
DESCRIPTION:

- > Quote on 6 Trailer loads of 3/4 c-run limestone
(Tons per load will vary - average 28 +- tons per load)

3/4 crusher run limestone \$37.00 PER TON

NOTE: The above quote doesn't include any applicable tax.

28 (tons per load - approximately)
x 37⁰⁰ (per ton)
\$1,036 (Per truck load)
x 6 (truck loads)
\$6,216 (Total - Approx.)



Ronnie Jones

Ronnie Jones Construction, Inc.

X Accepted By: _____

Date: _____



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

AGENDA ITEM NO:
AGENDA DATE: March 15, 2022
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to initiate Task Order _____ with Garver, LLC for additional engineering services related to the Rolling Hill Sewer Rehabilitation project sewer inspection not to exceed \$ _____

AMOUNT & SOURCE OF FUNDING: 2022 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to initiate Task Order _____ with Garver, LLC for additional engineering services related to the Rolling Hill Sewer Rehabilitation project sewer inspection not to exceed \$ _____



**TASK ORDER #9
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (Owner) and Garver, LLC (Garver), dated November 21, 2017 ("Agreement"), Owner and Garver agree as follows:

- 1. Specific Project Title:** Rolling Hills Subdivision Sewer System Cleaning and Inspection.
- 2. Description:** This task order is associated with the cleaning and sewer inspection services related to the Rolling Hills Subdivision sewer rehabilitation. Task Order No. 7 between Starkville Utilities and Garver did not include any costs for subconsultant sewer cleaning and inspection services. Starkville Utilities own forces performed a portion of the cleaning and inspection within the Rolling Hills system but were unable to fully complete the inspection due to unforeseen circumstances. Utilizing Suncoast Infrastructure and Garver to complete this work will allow the design of sewer rehabilitation improvements to progress forward towards a constructible project.
- 3. Scope of Services:** In accordance with the Agreement for Professional Services and as described in this Task Order, the services to be performed consist of the following:
 - a. Sewer Cleaning and Inspection - The tasks are generally as follows:
 - i. Cleaning and CCTV Inspection of sewer collection system. There is approximately 7,000 linear feet of gravity sewer in Rolling Hills sewer system that was unable to be inspected by Starkville Utilities forces. Garver will subcontract with Suncoast Infrastructure to perform the cleaning and CCTV within the neighborhood to finish inspection to be able to proceed with design. A budget of \$35,000 will be included for cleaning and CCTV of gravity sewers. The locations of the sewers (back yards), size of the sewer (<8"), and cleaning requirement will affect the total linear footage of pipe to be CCTV'd. It is not expected that 100% of the gravity sewers will be CCTV'd as part of this Task Order due to existing conditions. Suncoast will inspect all sewer that is accessible.
 - ii. Inspection Report: Suncoast will provide Garver with an inspection report that will then be used under Task Order No. 7 to design improvements to the Rolling Hills neighborhood.

The scope for these services is authorized for execution under this Task Order. The scope for Additional Services may be authorized at a later time under separate task orders to the Master Agreement.

4. MSA Additions

The Parties hereby agree the following shall be added to terms provided in the MSA dated November 21, 2017

Section 5.8.2 To the extent allowed under applicable law, GARVER shall not be liable to Owner for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Section 5.8.3 Notwithstanding any provision to the contrary herein, and to the extent allowed under law, GARVER'S (including its subconsultants, agents, assignees, affiliates and vendors)



total aggregate liability under the agreement shall be limited to 100% of the Task Order giving rise to the liability regardless of the cause or action (including negligence).

5. **Client's Responsibilities:** As indicated in Master Agreement.
 - a. Access to manholes for personnel and CCTV equipment.
 - b. Approval from any private landowners to access sewer or water lines.
 - c. Assistance in locating and opening sanitary sewer manholes.
6. **Schedule:** Discounting unforeseen conditions and circumstances beyond Garver's control, Garver shall complete the items described above and complete this task prior to April 15, 2022.
7. **Payment to Engineer:**
 - a. Garver proposes to perform this project on a not to exceed price basis. The total compensation to Garver for the services identified by this Task Order shall be as indicated in the table below:

Work Item	Fee
Sewer Cleaning and Inspection	
Cleaning and CCTV (allowance)	\$35,000
Total	\$35,000

Amounts included in the table above are "Not to Exceed" amounts unless Owner and Garver mutually agree in writing to amend the scope and associated fee.

- b. Items included as allowances (Cleaning and CCTV) will be performed by a Garver sub-consultant. Garver will invoice directly for their services.
 - c. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.
 - d. The amount included for the Cleaning and CCTV phase shall be an allowance. The Owner shall only pay for agreed cleaning and inspection services up to the allowance amount. Should the entire amount not be utilized, the Owner will not be required to pay it.
 - e. Garver will invoice for the project monthly based upon a percentage of completion.
8. **Subconsultants:** Suncoast Infrastructure will be utilized to perform the sewer cleaning and inspection.
9. **Other Amendments to Master Agreement:** None.
10. **Attachments:** Suncoast Infrastructure Cost Proposal with Estimated Quantities.



Approval and Acceptance

Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the Client.

The Effective Date of the Task Order is _____, 2022.

Client:
STARKVILLE UTILITIES

Engineer:
GARVER

Signature

Signature

Brian Shannon, PE

Vice President

SUNCOAST INFRASTRUCTURE, INC.

P. O. Box 397
Florence, MS 39073
601-420-9682
FAX: 601-420-9300

PROPOSAL

Date: February 2, 2022

To: **Trey Tidmore, PE**

Re: Rolling Hills CCTV
Starkville, MS

We propose to furnish the work items shown on the attached SCHEDULE OF PAY ITEMS in accordance with standard industry practices:

SEE ATTACHED SCHEDULE OF PAY ITEMS**This proposal includes:**

1. All labor, equipment, and materials required to perform work listed above in accordance with standard industry practices.
2. The pricing on the attached Schedule of Pay Items **EXCLUDES** bond. (Add 2% if bond is required.) The quantities shown are estimates only. Payment shall be made for the actual work performed at the specified unit prices. These stated prices are in effect for SIXTY (60) days from the date of the proposal.
3. Traffic control (limited to cones and signs).
4. Certificate of insurance with coverage stated in the attached TERMS AND CONDITIONS.

This proposal is based on the following being provided to Suncoast Infrastructure at no charge:

1. Supply water for the equipment required to clean the pipes
2. **Access for all equipment, under its own power, to all manholes or other structures (including uncovering of buried manholes and clearing as required).**
3. Any emergency digging that is required to retrieve Suncoast's equipment.
4. Any and all permits required to perform Suncoast's portion of the work

THE ATTACHED UNIT PRICES ARE ONLY VALID IF SUNCOAST INFRASTRUCTURE, INC. IS GIVEN AN ORDER TO PERFORM ALL OF THE WORK SHOWN ON THE PROPOSAL.

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS AND SIGNING BELOW IS ACCEPTANCE OF THE TERMS AND CONDITIONS.

If any terms and/or conditions different from those in this Proposal are required, then the pricing provided in this Proposal will not be available unless and until terms and/or conditions acceptable to Suncoast can be agreed upon.

Respectfully submitted,

Wes Windham

Wes Windham
Project Manager

ACCEPTED:

By: _____

Signed: _____

Title: _____

Date: _____

SUNCOAST INFRASTRUCTURE, INC.

P. O. Box 397
Florence, MS 39073
601-420-9682
FAX: 601-420-9300

PROPOSAL

TERMS AND CONDITIONS

1. **SUNCOAST'S STATUS:** SUNCOAST is an independent contractor under contract to the CUSTOMER and shall only be responsible for performing under the PROPOSAL and SUNCOAST shall not be responsible CUSTOMER for any acts or omissions of CUSTOMER, or CUSTOMER's contractor, subcontractors, consultants or subconsultants or any of their agents or employees.
2. **ADMINISTRATION:** CUSTOMER, or an architect or engineer, if any, shall be the general administrator and coordinator of services for the PROJECT and shall facilitate the exchange of information among all SUNCOAST's and consultants on the PROJECT as necessary for the coordination of their services.
3. **CLIENT'S RESPONSIBILITIES:** CUSTOMER shall provide to SUNCOAST all information reasonably pertinent to performing under the PROPOSAL. CUSTOMER shall consult with SUNCOAST before issuing interpretations or clarifications of SUNCOAST's work or acting on submittals or change orders affecting the goods and/or services provided under the PROPOSAL. CUSTOMER shall promptly notify SUNCOAST when CUSTOMER learns of any development that affects the scope or timing of the goods and/or services provided under the PROPOSAL. CUSTOMER will immediately notify SUNCOAST in writing of any failure by SUNCOAST to meet any of the terms and conditions of the PROPOSAL.
4. **LATENT CONDITIONS:** If problems, latent conditions, or work outside the scope of work as quoted are identified, it is the responsibility of the CUSTOMER to correct the problem(s) for work to proceed and for the warranty to be valid.
5. **CHANGE ORDERS:** CUSTOMER may request SUNCOAST to make changes in the work of the quote or estimate provided by SUNCOAST consisting of additions, deletions, or other revisions. In the event of a change order, the amount of the quote or estimate shall be adjusted according to SUNCOAST's customary rate.
6. **WARRANTY:** As to any goods provided or work done, SUNCOAST warrants that the goods provided or work under the PROPOSAL will meet the specifications in the scope of work for a period of one (1) year after substantial completion.
7. **PAYMENT:** SUNCOAST shall perform the work set forth in PROPOSAL provided to CUSTOMER in exchange for payment by CUSTOMER of the amount set forth in SUNCOAST's PROPOSAL. SUNCOAST shall submit monthly statements and supporting documents to CUSTOMER of the work performed during the period for which payment is being requested, and SUNCOAST shall receive payment of the full amount, within 10 days after each submission of each monthly statement. CUSTOMER will pay an additional charge of 1.5% per month for each month any amount is delinquent. Unless the attached PROPOSAL provides otherwise, SUNCOAST shall not be responsible for securing and/or paying for any construction testing, bonds, and/or permits.
8. **INDEMNIFICATION:** SUNCOAST shall indemnify the CUSTOMER against claims for bodily injury or damage to tangible property, for which CUSTOMER becomes liable, which are proximately caused by the negligent acts or omissions of SUNCOAST or SUNCOAST's subcontractors. Likewise, CUSTOMER shall indemnify SUNCOAST to the same extent as SUNCOAST agrees to indemnify CUSTOMER as set forth herein. This indemnity obligation shall survive performance of the services hereunder.
9. **INSURANCE:** CUSTOMER and SUNCOAST shall maintain workmen's compensation coverage of a form and in an amount as required by state law; comprehensive general liability with maximum limits \$1,000,000/\$2,000,000; automotive liability with maximum limits of \$500,000/\$1,000,000.

SUNCOAST INFRASTRUCTURE, INC.

P. O. Box 397
Florence, MS 39073
601-420-9682
FAX: 601-420-9300

PROPOSAL

Either party shall notify the other party of any change in coverage no later than 10 calendar days after becoming aware of such change. If coverage is withdrawn or the replacement policy will not afford the same protection and/or will require a significant increased premium when compared to prior coverage, both parties shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both. CUSTOMER and SUNCOAST shall exchange certificates or other evidence from insurance carriers of the required insurance coverages. Railroad Protective Insurance is not included. If required, it will be billed at cost plus 10%.

10. **TERMINATION:** This PROPOSAL may be terminated for default by either party upon five (5) days written notice, upon the other party's breach of any material contractual obligation hereunder. CUSTOMER shall be considered to have materially breached its obligations hereunder and to be in default, if CUSTOMER fails to pay SUNCOAST within ten (10) days of the due date for any payment. CUSTOMER may at its convenience, upon ten (10) days prior written notice to SUNCOAST, without cause or fault of either SUNCOAST or CUSTOMER, terminate the PROPOSAL in whole or in part if CUSTOMER in its sole discretion, determines it to be in CUSTOMER's best interest. In case of such termination for CUSTOMER's convenience, SUNCOAST shall be entitled to receive payment for all work executed, and all costs reasonably incurred by reason of such termination including, but not limited to, all shut down, demobilization and restocking costs and the costs of all goods that have been ordered that cannot be returned.
11. **HAZARDOUS MATERIALS:** SUNCOAST has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. CUSTOMER is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any hazardous materials located on or in the project site, or located during the performance of the PROPOSAL.
12. **ATTORNEY'S FEES:** Should litigation be required to enforce the PROPOSAL, all reasonable litigation expenses, collection expenses, witness fees, court costs and attorney's fees shall be paid by the non-prevailing party to the prevailing party.
13. **SEPARATE PROVISIONS:** If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding. Paragraph headings are for convenience of reference only and shall not modify, define, limit or expand the parties as expressed in this Agreement.
14. **EXTENT OF AGREEMENT:** The PROPOSAL and these TERMS AND CONDITIONS represent the entire agreement between the parties and may be amended only by a written instrument signed by both parties.
15. **PUNITIVE DAMAGES:** In no event will either the SUNCOAST or the CUSTOMER be liable to the other for any punitive damages as a result of any acts or omissions that arise from, or otherwise pertain to, the PROPOSAL.

SUNCOAST INFRASTRUCTURE, INC.

P. O. Box 397
Florence, MS 39073
601-420-9682
FAX: 601-420-9300

PROPOSAL**SCHEDULE OF PAY ITEMS**

No.	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	\$2,725.00	\$2,725.00
2	6" CCTV and Cleaning	745	LF	\$3.00	\$2,235.00
3	8" CCTV and Cleaning	5,500	LF	\$3.00	\$16,500.00
4	10" CCTV and Cleaning	192	LF	\$4.50	\$864.00
5	12" CCTV and Cleaning	390	LF	\$4.50	\$1,755.00
6	Reverse Set Up	3	EA	\$500.00	\$1,500.00

TOTAL: \$25,579.00

THE ABOVE QUANTITIES ARE ESTIMATES ONLY. PAYMENT SHALL BE MADE FOR THE ACTUAL WORK PERFORMED AT THE SPECIFIED UNIT PRICES.

THE ABOVE PRICING IS IN EFFECT FOR 60 CALENDAR DAYS FROM THE DATE OF THIS PROPOSAL.