



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

AGENDA ITEM: MINUTES
AGENDA DATE: 4-19-22
PAGE: 1 of 112

SUBJECT: Request approval of the minutes of the March 15, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the March 15, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 15, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on March 15, 2022 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda.

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

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

Alderman Carver offered a motion, duly seconded by Alderman Rupp, to approve the March 15, 2022 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, 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 9 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.

Consent items 2 – 42:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 25, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 25, 2022 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of extending the emergency declaration for the COVID pandemic another 30 days” is enumerated, this consent item is thereby approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

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

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

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

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

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

DATE: March 15, 2022

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of amending the City of Starkville COVID policy to remove the mandatory indoor mask requirement for unvaccinated employees” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for 2 public hearings to amend the Leisure and Recreation District boundaries to include Adkerson Way, Collegeview Development and Collegeview Drive” is enumerated, this consent item is thereby approved.

6. 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.

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

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a FY2023 MDOT Multimodal Transportation Improvement Program Grant Application for George M. Bryan Field which guarantees matching funds ranging from 1% to 50% per the project chosen if the grant is awarded” is enumerated, this consent item is thereby approved.

8. 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.

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

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.

9. 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of FP 22-02: a request for Final Plat approval for “Portico, Phase 2” with the two recommended conditions” is enumerated, this consent item is thereby approved.

Conditions:

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

10. CONSIDERATION 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.

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

11. CONSIDERATION TO APPOINT CARLEY DUNAWAY AS AN INDEPENDENT CONSULTANT FOR ARCHITECTURE REVIEW.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of appointing Carley Dunaway to a 2-year term as an Independent Consultant for Architecture Review to end on March 15, 2024” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of appointing sole candidate Dr. Shawn Lambert to the Historic Preservation Commission with a 3-year term expiring on March 15, 2025” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the ROW easement from Mississippi State University for the maintenance of Adkerson Way” is enumerated, this consent item is thereby approved. The easement follows this page.

14. ACCEPTANCE OF FEBRUARY 2022 FINANCIAL STATEMENTS.

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

15. CONSIDERATION TO RENEW HVAC MECHANICAL MAINTENANCE SERVICE AGREEMENTS WITH BRISLIN, INC. FOR CITY HALL AND THE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of HVAC mechanical maintenance service agreements with Brislin, Inc. for City Hall and the Police Department” is enumerated, this consent item is thereby approved. The agreements follow the Adkerson Way easement.

16. CONSIDERATION TO ISSUE A COMMERCIAL BURN PERMIT TO MORELAND HOLDINGS TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT 1769 LOUISVILLE STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to issue a commercial burn permit to Moreland Holdings to burn cleared debris associated with a construction project located at 1769 Louisville Street” is enumerated, this consent item is thereby approved.

17. CONSIDERATION 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.

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

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 dedicates 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

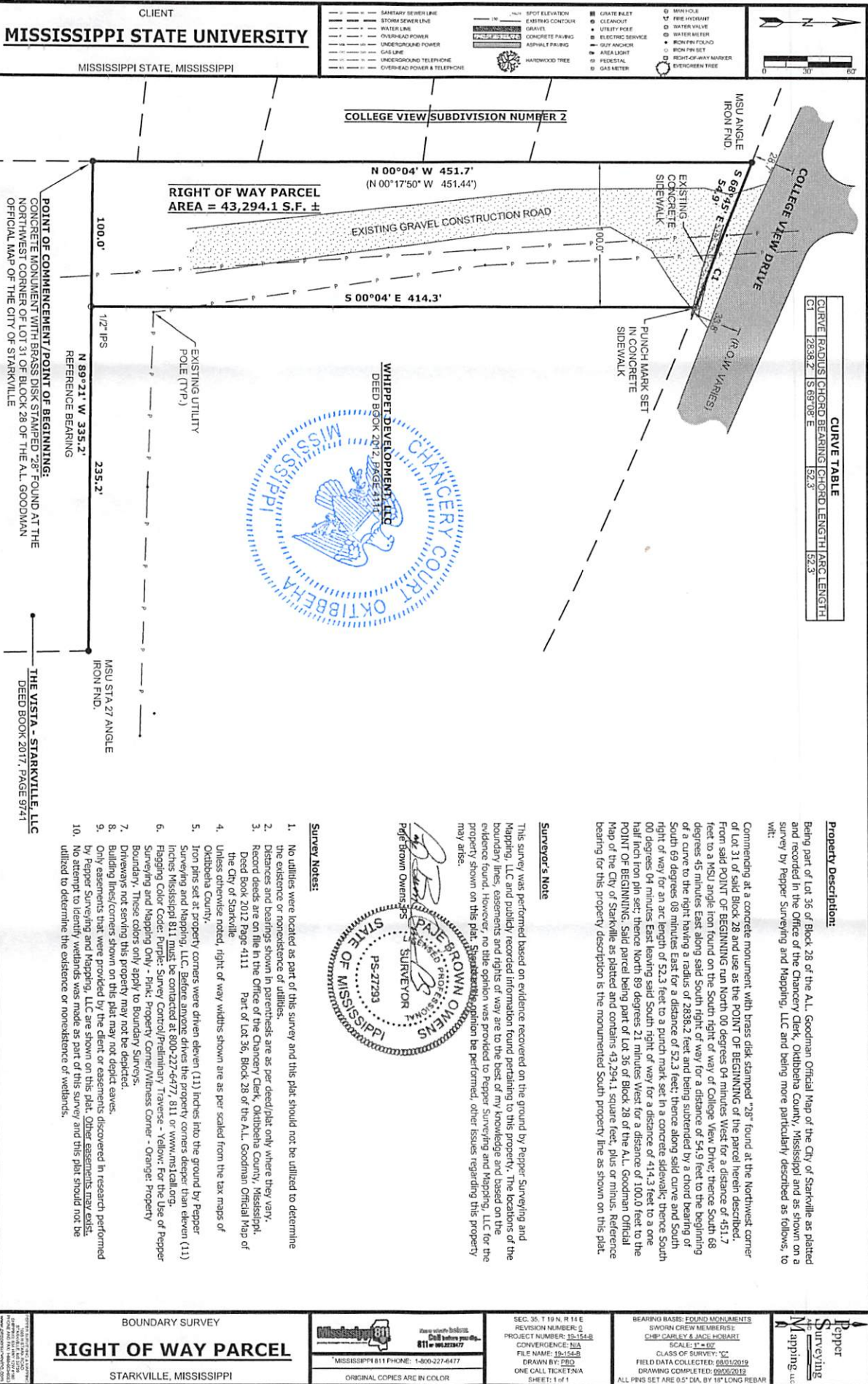
MY COMMISSION EXPIRES: _____

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



BRISLIN, INC.

4051 MILITARY ROAD
COLUMBUS, MS 39705
662-328-5814
WWW.BRISLININC.COM

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



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 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

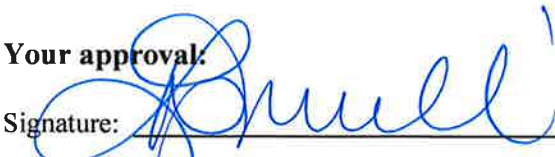
Your approval:

Signature:

Printed:

Title:

Date:


D. Lynn Spruill
Mayer
3-15-22

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

BRISLIN, INC.

4051 MILITARY ROAD
COLUMBUS, MS 39705
662-328-5814
WWW.BRISLININC.COM

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: D. Lynn Spruill

Title: Mayer

Date: 3-15-2022

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

- ☐ 1. Clean drain pan & lines. Add algacide 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

DATE:

EQUIPMENT LIST

SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	FILTERS	BELTS	LOCATION / NOTES
RTU1		TRANE	YHD180F3RXA03D	144510117D	8) 20X20X2	1) BX68	FIRST FLOOR COURT CLERK
					4) 16X20X2		
RTU2		TRANE	YHD180F3RXA03D	144510113D	8) 20X20X2	1) BX68	FIRST FLOOR COURT ROOM
					4) 16X20X2		
RTU3		TRANE	YHD180F3RXA03D	144510131D	8) 20X20X2	1) BX68	FIRST FLOOR CITY CLERK
					4) 16X20X2		
RTU4		TRANE	YHC092F3RXABC0C	144410384L	4) 20X25X2	DD	2ND FLOOR - MAYOR
RTU5		TRANE	YHD150F3RXB04D	144510714D	4) 20X20X2	1) BX68	SECOND FLOOR
					4) 20X25X2		
RTU6		TRANE	YHC120E3RXA0ZC0C	144312859L	3) 20X25X2	DD	SECOND FLOOR SHELL - SOUTH
					2) 20X30X2		
#7A	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B33000AA	15075K5B7G 141318KW3F	1) 16X25X2	DD	MEZZANINE
#7B	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B33000AA	14343Y92G 14184YLN3F	1) 16X25X2	DD	MEZZANINE
	2) MINI-SPLITS				2) WASHABLE		1) INSTALLED BY BRISLIN
							1) INSTALLED BY OTHER

18. CONSIDERATION 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.

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

19. CONSIDERATION TO ALLOW SFD TO DEVELOP AND START A YOUTH FIREFIGHTER EXPLORER PROGRAM FOR YOUTHS AGES 12 TO 18, OFFERING HANDS ON EXPERIENCE, POSSIBLE SCHOLARSHIP OPPORTUNITIES, AND A PIPELINE FOR FUTURE FIREFIGHTERS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to allow SFD to develop and start a Youth Firefighter Explorer Program for youth ages 12 to 18, offering hands on experience, possible scholarship opportunities, and a pipeline for future firefighters” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE THOMAS MASON AND CHRISTOPHER MCCOY AS ENTRY LEVEL POLICE OFFICERS; AND DERRICK BALL AS A CERTIFIED POLICE OFFICER.

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

21. CONSIDERATION TO HIRE JAMES BRITT, ZALEN BROWN AND BRIAN FLAHERTY AS ENTRY LEVEL FIREFIGHTERS; AND BRENT WILEMON AS A CERTIFIED FIREFIGHTER.

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

22. CONSIDERATION TO HIRE PATRICK MCKENZIE AS A RECYCLING INTERN FOR THE RECYCLING PROGRAM IN THE SANITATION DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Patrick McKenzie as a Recycling Intern for the recycling program in the Sanitation Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO HIRE MELVIN GIBSON AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Melvin Gibson as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO ADVERTISE FOR A PART-TIME ADMINISTRATIVE ASSISTANT IN THE AIRPORT DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a part-time Administrative Assistant in the Airport Department” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO HIRE ARLONDA STALLINGS AS AN INTERN IN MUNICIPAL COURT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Arlonda Stallings as an Intern in Municipal Court” is enumerated, this consent item is thereby approved.

26. CONSIDERATION TO HIRE MONICA LAIRY AS MUNICIPAL COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Monica Lairy as a Municipal Court Clerk in the Municipal Court Department” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO CLASSIFY VANYETTA HOLMES AS ASSISTANT MUNICIPAL COURT CLERK.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of reclassification of Vanyetta Holmes as assistant Municipal Court Clerk” is enumerated, this consent item is thereby approved.

28. CONSIDERATION TO HIRE GREGORY HUNLEY AS HUMAN RESOURCES MANAGER IN THE HUMAN RESOURCES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Gregory Hunley as a Human Resources Manager in the Human Resources Dept” is enumerated, this consent item is thereby approved.

29. CONSIDERATION TO HIRE FELISHA ARNEY AS A MUNICIPAL DEPUTY COURT CLERK.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Felisha Arney as Deputy Court Clerk in the Municipal Court Department” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO ENTER INTO A CONTRACT AGREEMENT WITH TERRY KEMP.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a contract with Terry Kemp” is enumerated, this consent item is thereby approved. The contract follows this page.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of an agreement between the Starkville Police Department and outside agencies regarding use of the shooting range” is enumerated, this consent item is thereby approved. The agreement template follows the contract with Terry Kemp.

CITY OF STARKVILLE
Starkville Utilities Department

CONTRACTOR AGREEMENT

THIS AGREEMENT between the CITY OF STARKVILLE, hereinafter referred to as "CITY" and Terry Kemp, hereinafter referred to as the "CONTRACTOR", establishes that said Contractor is performing in the capacity of an independent contractor and not as an agent or employee of the City and agrees to provide services that include, but are not limited to consultation related to utilities operations of the City.

I. TERMS OF AGREEMENT

This Agreement takes effect on 4/1/22 and ends on 4/1/24, unless terminated sooner. This Agreement may be terminated immediately by the City for good cause. Good cause shall be based upon any violation by the Contractor of the terms of this Agreement, or policies and procedures of the City, or of the Starkville Utilities Department. The Contractor may also terminate the Agreement immediately for the City's violation of any terms of this Agreement. Either party may terminate this Agreement without cause upon 30-day written notice to the other party.

II. CONTRACTOR RESPONSIBILITIES

1. The Contractor, as an independent contractor, is responsible for payment of federal withholding tax and social security contributions. Furthermore, the Contractor shall not be entitled to any fringe benefits normally provided City employees such as worker's compensation, insurance coverage, unemployment compensation, retirement, disability leave, and any leave with pay.
2. If in the course of the duties, operations and services under this Agreement, the Contractor, or their agent, representative, employee or sub-contractor, becomes aware, or should become aware, of any dangerous condition(s) in or on the premises or equipment, Contractor, or their agent, representative, employee or sub-contractor, shall immediately take appropriate action and cease activities so as not to endanger persons or property.
3. Contractor shall provide all necessary supplies and equipment required to provide agreed upon services and shall keep all equipment in safe and good working condition.
4. Contractor, at his/her sole expense, shall procure and maintain all governmental licenses or permits required for the proper and lawful conduct of Contractor's business and activity carried on in the provided spaces. The Contractor shall make available, upon request, evidence satisfactory to City that all required licenses are in good standing. The Contractor shall be responsible for any fines resulting from his/her failure to comply with all licensing and permit requirements. The revocation of any license shall be deemed a material

default and may result in the termination of this Agreement.

5. Contractor hereby agrees to maintain a good credit rating with all suppliers, manufacturers and others as well as to compensate all personnel, if any, under the Contractor's employment in a timely manner so as not to discredit the reputation of the program, the City of Starkville and the City's Departments.
6. The Contractor further agrees to conduct himself/herself in such a manner as to reflect good relations for the City and the City's Departments.

III. COMPENSATION

The above stated Contractor shall receive \$145.00 per hour for actual hours worked not to exceed thirty (30) hours per week. Payments will be made per an agreed upon payment schedule and will follow timelines established by the City.

IV. INDEMNIFICATION AND RELEASE

Indemnification:

The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers 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, arising out of the Contractor's performance or nonperformance under this agreement. 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 of the City, any other party indemnified hereunder, the Contractor, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

Release:

The Contractor hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from 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 Contractor's performance under this agreement whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

V. HARRASSMENT POLICY

The City prohibits any form of unlawful harassment, including harassment based on race/ethnicity, color, religion, sex, age, national origin, marital status, veteran status, sexual orientation, genetic information, political affiliation, disability which does not preclude the performance of the essential functions of the positions, with reasonable accommodation(s) provided as necessary, or any other form of unlawful discrimination

in accordance with federal, state, or local law. Harassment is generally defined as conduct that creates an intimidating, hostile, or offensive environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities within the workplace. Examples of harassment, whether inadvertent, in jest, or otherwise, include but are not limited to the following:

- a. Verbal harassment, including abusive derogatory comments, demeaning jokes, or slurs;
- b. Physical harassment, including assault, physical interference with normal work or movement, etc.
- c. Visual harassment, including displays of derogatory or demeaning posters, cartoons, cards, graffiti, gestures, or drawings.

VI. SEXUAL HARASSMENT POLICY

The City expressly prohibits any form of sexual harassment. Sexual harassment is generally defined as conduct that creates an intimidating, hostile or offensive work environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities within the workplace.

Sexual harassment is further defined as:

- a. making unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature, a condition of an employee's continued employment, or;
- b. making submission to or rejections of such conduct the basis for employment decisions affecting the employee; or,
- c. creating an intimidating, hostile, or offensive working environment by such conduct.

Examples of improper conduct, whether inadvertent, in jest, or otherwise, include but are not limited to the following:

- a. Verbal harassment, including abusive derogatory comments, demeaning jokes, slurs, sexual advances, obscene messages, etc.
- b. Physical harassment, including assault, physical interference with normal work or movement, etc.
- c. Visual harassment, including displays of derogatory or demeaning posters, cards, cartoons, graffiti, gestures, drawings or sexually suggestive pictures, etc.

VII. WORKPLACE VIOLENCE

It is the policy of the City to expressly prohibit any acts or threats of violence by any City employee, former employee or contractual employee against any other employee in or about City facilities or elsewhere at any time. The City also will not condone any acts or threats of violence against City employees, customers, or visitors on City premises at any time or while they are engaged in business with or on behalf of the City, on or off City

premises.

VIII. COMPLIANCE WITH LAWS

Contractor shall, at his/her/its expense, comply with all valid requirements of governmental authorities and all applicable present and future federal, state, and local laws, ordinance, rules, and regulations relating to the use of the provided spaces and/or requirements of providing program(s). Contractor will indemnify City against any penalty, damage or charge imposed for any violation by Contractor, its agents and employees, of such requirements.

The City will comply with all applicable laws, rules and regulations imposed upon it as the owner of the provided spaces.

This Agreement is contingent upon Contractor obtaining all certificates, licenses, permits, and other approvals that may be required by any federal, state, or local authority for the provision of the program(s). The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Contractor's responsibility.

IX. GOVERNING LAW AND VENUE

This agreement shall be governed by Mississippi law and any legal action relating to this agreement shall be brought in the state courts of Oktibbeha County, Mississippi or the federal courts of the Northern District of Mississippi, Aberdeen Division, as the case may be.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

CONTRACTOR AGREEMENT SIGNATURE PAGE



Contractor Signature

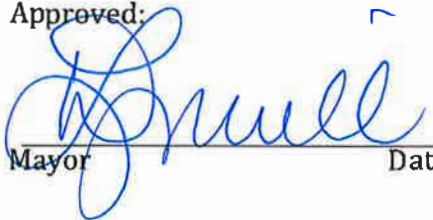
March 9, 2022

Date

Department Head Signature

Date

Approved:



3-16-22

Mayor

Date

Approved:

City Attorney

Date

**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: _____

32. CONSIDERATION OF APPROVAL TO ACCEPT THE CHANGE ORDER TO HOT SPOT GRANT #20HS2311 MOVING EQUIPMENT PURCHASES TO PERSONNEL REIMBURSEMENT DUE TO SUPPLY CHAIN ISSUES.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a change order to Hot Spot grant #20HS2311 moving equipment purchases to personnel reimbursement due to supply chain issues” is enumerated, this consent item is thereby approved. The change order follows this page.

33. 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for a 100 % reimbursable FY22 Mississippi Department of Homeland Security Grant for the purchase of license plate reader technology” is enumerated, this consent item is thereby approved.

34. 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.

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

The Resolution follows the police Hot Spot grant change order.

**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:				
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
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:		13. Signature of Authorized Subgrantee Official:		Date:
				03/01/2022

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.

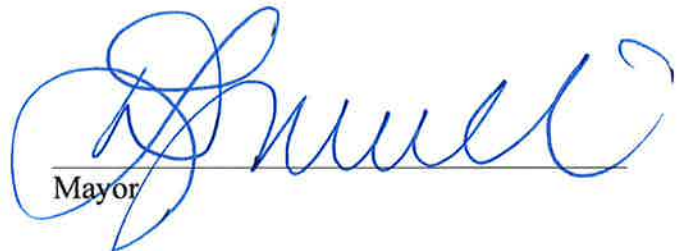
SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision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

Following the reading of the foregoing resolution and discussion thereof, Alderman Carver moved and Alderman Rupp 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: aye
Alderman Mike Brooks	voted: aye
Alderman Ben Carver	voted: aye
Alderman Roy A'. Perkins	voted: aye
Alderman Jeffrey Rupp	voted: aye
Alderman Sandra C. Sistrunk	voted: aye
Alderman Henry N. Vaughn, Sr.	voted: aye

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

35. CONSIDERATION FOR THE CITY OF STARKVILLE TO PARTICIPATE IN THE TENNESSEE VALLEY AUTHORITY (TVA) ELECTRIC VEHICLE FAST CHARGER PROGRAM.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval for the City of Starkville to participate in the Tennessee Valley Authority (TVA) Electric Vehicle Fast Charger Program” is enumerated, this consent item is thereby approved. The agreement follows this page.

36. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A SERVICE CONTRACT WITH HOWARD TECHNOLOGY SOLUTIONS FOR THE AUDIOVISUAL EQUIPMENT AT THE OPERATIONS CENTER.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into a service contract with Howard Technology Solutions for the audiovisual equipment at the Operations Center” is enumerated, this consent item is thereby approved. The contract follows the TVA agreement.

37. CONSIDERATION FOR THE CITY OF STARKVILLE TO PARTICIPATE IN THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP).

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval for the City of Starkville to participate in the Low-Income Household Water Assistance Program (LIHWAP)” is enumerated, this consent item is thereby approved. The agreement follows the Howard Technology contract.

38. CONSIDERATION 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.

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

2 Quotes Received: Consolidated - \$5,727.00 and Southern - \$7,124.00

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

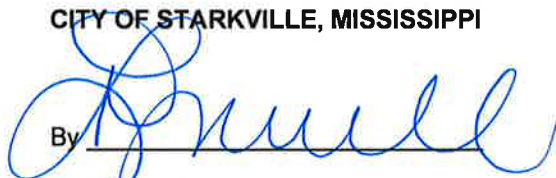
The parties' obligations that are not, by the express terms of this Agreement, to be performed fully during the term, will survive termination of this Agreement. Termination of this Agreement for any reason will not affect the parties' obligations or liabilities hereunder, if and to the extent such obligations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

Date: 3.15.22

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contracts

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)
D. Lynn Spruill
Mayor

3-15-22
Date

AGREED:

1/31/2017

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

Date

File Name:

Attachment: **Howard Quote**

HOWARDTM

TECHNOLOGY SOLUTIONS

DIVISION OF HOWARD INDUSTRIES, INC.

Network Services Help Desk Services Desktop Services Cabling & Telecom Services Warranty & Maintenance Services

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: D. Lynn Spruill
(Print)
Title: Mayor
Date: 3.15.22

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

By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

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

**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.

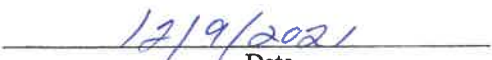

Signature of LIHWAP Agency Officer

Signature of LIHWAP Vendor Officer

Laura A. Marshall, Executive Director

Printed Name & Title

Printed Name & Title



Date

Date

39. CONSIDERATION OF RENEWAL OF THE HONEYWELL SERVICE MANAGEMENT AGREEMENT (SMA) FOR THE AMI SYSTEM.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the Honeywell Service Management Agreement (SMA) for the AMI system” is enumerated, this consent item is thereby approved. The agreement follows this page.

40. CONSIDERATION 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.

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

41. CONSIDERATION 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Ronnie Jones Construction Inc. in the amount of \$6,216.00 for crusher run to improve road access to the Trim Cane Lift station” is enumerated, this consent item is thereby approved.

2 Quotes Received: Ronnie Jones - \$6,216.00 and Nunley - \$7,812.00

42. CONSIDERATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER 9 WITH GARVER, LLC FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE ROLLING HILL SEWER REHABILITATION PROJECT SEWER INSPECTION NOT TO EXCEED \$30,000.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the March 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of authorization for Starkville Utilities to initiate Task Order 9 with Garver, LLC for additional engineering services related to the Rolling Hill Sewer Rehabilitation project sewer inspection not to exceed \$30,000” is enumerated, this consent item is thereby approved. The task order follows the Honeywell agreement.

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:
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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

TERMS AND CONDITIONS

- 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 the Modules 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 the product 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.



**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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted that Starkville had recently been named in the top ten destination cities in Mississippi. The Mayor then noted this to be Terry Kemp's last meeting as General Manager of the Utilities Department. Mr. Kemp addressed the Board and thanked them for the past eleven and half years, noting the progress made.

Mayor Spruill then introduced the following new employees:

Water Operator: Jerry Usher Sanitation Drivers: Joe Dantzler and Jeremy Hairston
Utilities Engineering Associate: Bailey Wofford Firefighters: Stephen Boren, Timothy MaGee and Cage Palmer

BOARD OF ALDERMEN COMMENTS:

Aldermen Carver stated it was tough to see Terry Kemp retire, but his patience and professionalism has greatly benefited the City and will also leave an impact for the years to come. He also noted he was hopeful Covid was coming to an end and that life could soon return to "pre-covid normal".

Alderwoman Sistrunk noted that of the reported 1000+ registrations, adult sports as well as youth sports registrations of the parks have increased and encouraged everyone to take a look at all the programs offered.

Alderman Rupp expressed his respect for Terry Kemp in his calm leadership in all situations.

Alderman Brooks appreciated Terry Kemp for his willingness to take the time to explain situations and find solutions. He also noted he had used the Park Mobile app for parking which recently began and found it user friendly.

Alderman Beatty thanked Terry Kemp for his vision to help modernize the utilities of the City these past years.

Alderman Perkins wished Terry Kemp best wishes in his future endeavors and thanked him for his outstanding leadership.

Alderman Vaughn noted Starkville to be far advanced over many cities thanks to the leadership and vision of Terry Kemp.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern that some people may take advantage of others and asked that the police look out for these people. He also noted some citizens had questions about the new parking program.

Rosa DaLomba, President of the Starkville Main Street Association, asked that the item to extend parking hours on Washington and Lafayette Streets be tabled pending further research.

Mayor's Youth Council representatives Benson Lee and Destiny Hardin, along with two others, thank elected officials for their support and leadership. They also asked that the Board consider the City constructing some sort of indoor track in the future.

PUBLIC APPEARANCE:

Scott and Anna Dodd spoke to ongoing Country Club Estate drainage issues.

PUBLIC HEARINGS:

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

Daniel Havelin, City Planner, and Odie Avery, City Assistant Planner, presented an overview of the proposed amendments to the UDC as it pertains to signage. May 5 is the date for compliance.

Mayor Spruill opened the Public Hearing.

Alvin Turner asked if this affected church and government signage. Mr. Avery noted there are no exceptions. There being no additional comments, the Mayor closed the Public Hearing.

43. CONSIDERATION OF AMENDING THE UNIFIED DEVELOPMENT CODE SECTION 14.7.5

Alderman Beatty, duly seconded by Alderman Brooks, offered a motion approving amending section 14.7.5 of the Unified Development Code regarding the code enforcement process following amortization of nonconforming signs and incentives for compliance. The Board voted as follows:

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

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

The updated section follows this page.

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:

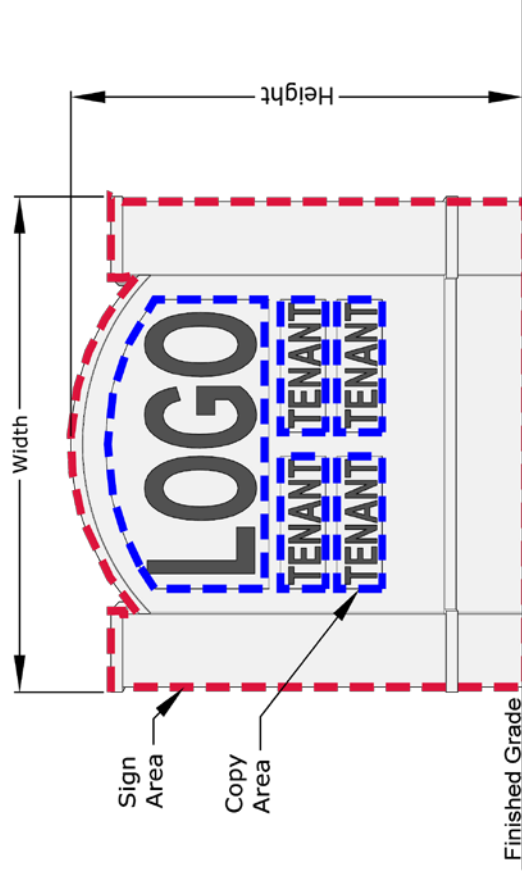
- A. To allow businesses, institutions, and people to exercise their right to free speech by displaying messages on a sign, and to allow audiences to receive such information;
- B. To enhance the economy and the business industry of the City by promoting the reasonable, orderly, and effective display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

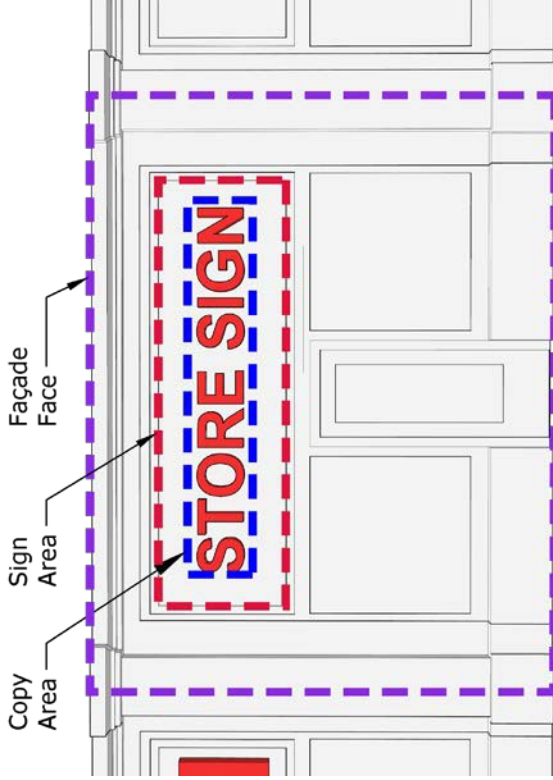


- H. The sign area shall be calculated by the total face of the sign including the structure and the copy area.
- I. The sign height for site signs shall be calculated from the finished grade at the base of the sign.

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.

Section 14. Development Standards

have been made for the removal of the nonconforming sign and its supporting structure.

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

14.7.5. Amortization of nonconforming signs

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

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

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

- D. If, having received notice of a violation, the owner fails to remove the nonconforming sign or bring it into compliance within the thirty (30) day period, the City may seek, and the municipal court or any other court of competent jurisdiction may grant, any remedy allowed by Section 3.19 of the Unified Development Code and/or by any other applicable law.

- E. If the owner complies with the amortization requirements

- 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

Section 14. Development Standards

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

- 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.

Section 14. Development Standards

14.7.8. Building Sign Types

A. Wall Sign

Fig. 14.7-3

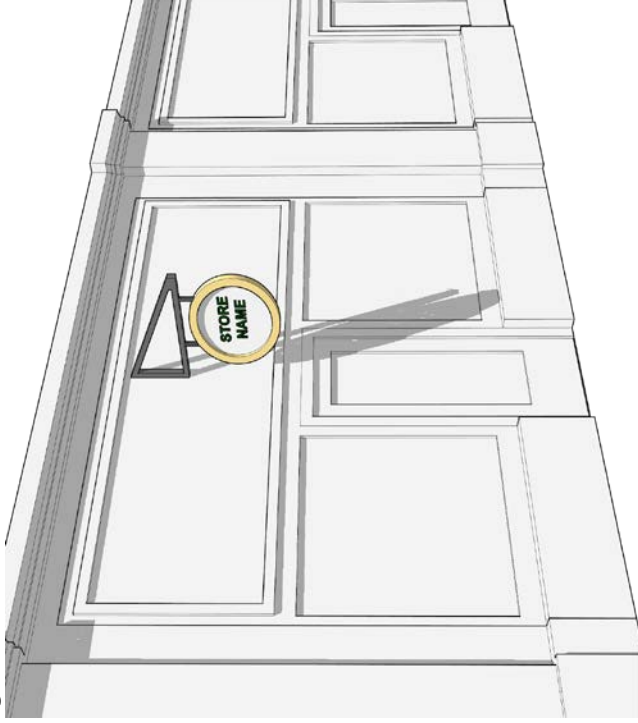


1. **Description**
 - i. A wall sign is a sign attached flat to, painted on, or mounted away from but parallel to the building wall.
 - ii. A sign permit is required for a wall sign.
2. **Size Requirements**
 - i. The copy area or sign area, whichever is greater, of a wall sign shall not exceed fifty percent (50%) of the square footage of the facade face of the building and not to exceed one hundred fifty (150) square feet in size.
 - ii. The sign area of a wall sign in Form-based districts shall not exceed three (3) feet in height and ninety percent (90%) of the width of the facade face.
 - iii. The sign area of a wall sign in TN-N, TN-E, MU-9, and MU-20 districts shall not exceed three (3) feet in height and fifty percent (50%) of the width of the facade face up to a maximum of fifty (50) square feet in size.
 - iv. Wall signs shall not extend out more than twelve (12) inches from the building wall.
3. **Location**
 - i. No portion of a wall sign may extend above the roof line of a building without a parapet wall. No portion of a wall sign shall extend above the parapet without a use exception being granted.
 - ii. No wall sign may extend above the lower eave line of a building with a pitched roof.

- iii. The minimum clearance above a walkway or public sidewalk from the bottom of a wall sign shall be eight (8) feet.
4. **Additional Standards**
 - i. The font height of wall signs in the TN-N, TN-E, and Form-based Districts shall not exceed eighteen (18) inches.
 - ii. Wall signs in the TN-N, TN-E, and Form-based Districts shall not be internally illuminated. Halo type or backlit illumination is not considered internally illuminated. Push thru letters with an opaque letter face are allowed.
 - iii. If the primary structure is located more than two hundred (200) feet from the nearest adjacent street, the square footage of a wall sign may be increased to two hundred and fifty (250) square feet in a Commercial, Industrial, Optional- Commercial use district, or Optional- Industrial use district.
 - iv. Painted wall signs shall meet all size and location requirements in addition to being painted in a professional and contextually complementary manner. An artistic mural that is not related to the use of the building or site is not considered a wall sign and is not regulated by this section.
 - v. This sign type is only allowed in RN and O-E zoning districts with an approved commercial or multi-dwelling unit residential use.
 - vi. This sign type is only allowed in TN-N and TN-E zoning districts with an approved commercial use or use exception for existing use.

B. Projecting Sign

Fig. 14.7-4



- ii. The maximum projection of the sign from the building facade shall be four and a half (4 ½) feet.
- iii. A maximum of one (1) projecting sign per tenant per street frontage is allowed.
- 4. **Additional Standards**
 - i. Projecting signs in Form-based Districts shall not be internally illuminated. Halo type or backlit illumination is not considered internally illuminated. Push thru letters with an opaque letter face are allowed.
 - ii. This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.

1. **Description**

- i. A projecting sign is a two-sided sign mounted onto the building facade at a right angle to the building facade. These signs are small, pedestrian scaled, and easily read from both sides.

- ii. A sign permit is required for a projecting sign.

2. **Size Requirements**

- i. The sign area of a projecting sign shall not exceed six (6) square feet in area.
- ii. The maximum width and height dimension is four (4) feet.
- iii. The font height shall be a maximum of eight (8) inches.

3. **Location**

- i. The minimum clearance above a walkway or public sidewalk from the bottom of a wall sign shall be eight (8) feet.

Section 14. Development Standards

C. Suspended Sign

Fig. 14-7-5



- i. A minimum clearance above a walkway or public sidewalk from the bottom of a suspended sign shall be eight (8) feet.
- ii. A maximum of one (1) sign per tenant per street frontage is allowed.
4. **Additional Standards**
 - i. Suspended signs in Form-based Districts shall not be internally illuminated. Halo type or backlit illumination is not considered internally illuminated. Push thru letters with an opaque letter face are allowed.
 - ii. This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.

1. Description

- i. A suspended sign is a two-sided sign mounted to the underside of beams or ceilings of a porch, gallery, arcade, breezeway or similar covered area. They are typically hung in a manner that permits them to swing slightly. These signs are small, pedestrian scaled, and easily read from both sides.

- ii. A sign permit is required for a suspended sign.

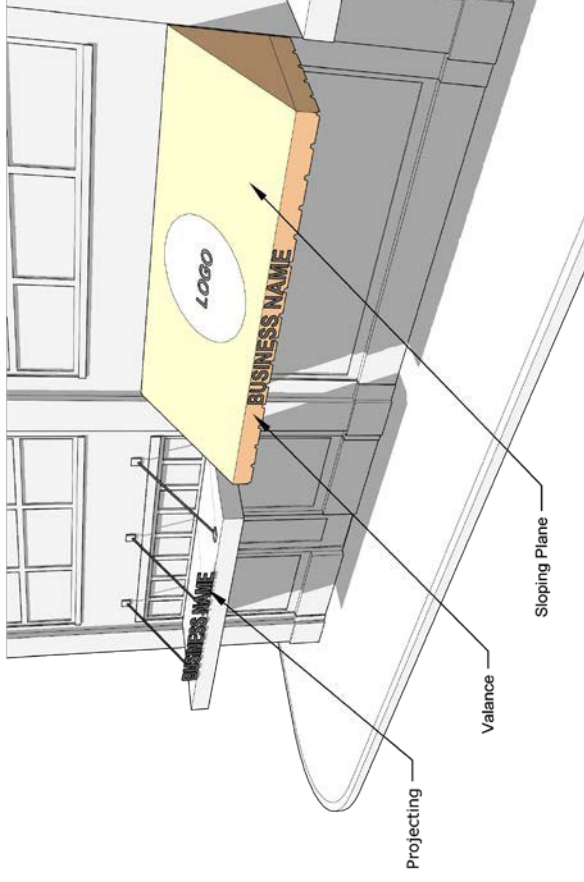
2. Size Requirements

- i. The sign area of a suspended sign shall not exceed six (6) square feet in area.
- ii. The maximum width and height dimension is four (4) feet.
- iii. The font height shall be a maximum of eight (8) inches.

3. Location

D. Awning Sign

Fig. 14.7-6

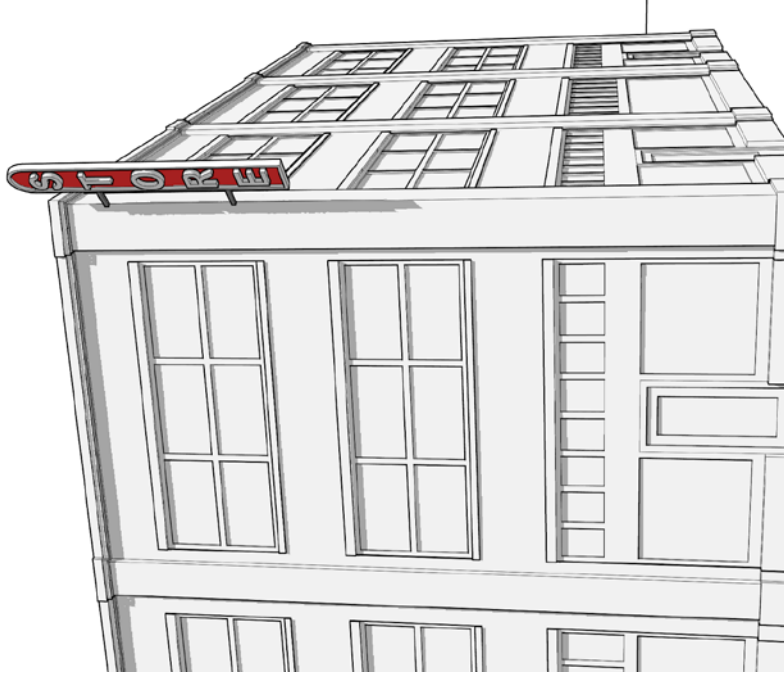


1. **Description**
 - i. An awning sign is a sign where lettering or logos are applied directly to any portion of an awning or gallery.
 - ii. A sign permit is required for an awning sign.
2. **Size Requirements**
 - i. Projecting:
 - a. The font height shall be a maximum of sixteen (16) inches.
 - b. The font depth shall be a maximum of six (6) inches.
 - ii. Sloping Plane:
 - a. A maximum of twenty-five (25) square feet of surface area can be covered by logos, pictures, or fonts.
 - b. The font height shall be a maximum of eighteen (18) inches.
 - iii. Valance:

- a. A maximum of seventy-five percent (75%) of the surface area can contain lettering and logos.
 - b. The font height shall be a maximum of ten (10) inches.
3. **Additional Standards**
 - i. Awning signs shall not extend outside the overall length or width of an awning or gallery or extend above the height of the building wall from which the awning or gallery is attached.
 - ii. Only one (1) awning sign with signage on the sloping plane per facade face per tenant is allowed.
 - iii. This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.

E. Marquee Sign

Fig. 14-7-7



1. Description

- i. A marquee sign is a vertical sign that is located at the street or alley corner of the building located on a corner lot, where it projects at a forty-five (45) degree angle. Marquee signs often extend beyond the parapet of the building, but may also terminate below the cornice or eave.
- ii. A sign permit is required for a marquee sign.

2. Size Requirements

- i. The maximum width is twenty-four (24) inches and depth is ten (10) inches.
- ii. The font height shall be a maximum of eighteen (18) inches.

3. Location

- i. A minimum clearance above a walkway or public sidewalk from the bottom of a wall sign shall be eight (8) feet.
- ii. Marquee signs may extend a maximum of three (3) feet above the parapet of the building.
- iii. Marquee signs may not extend beyond the eaves of a pitched roof.

4. Additional Standards

- i. Neon lettering may only be used in conjunction with painted lettering backing the neon.
- ii. Marquee signs shall only be located along or oriented toward a street frontage.
- iii. Only one (1) sign is allowed per building with a maximum of one (1) sign per block face.
- iv. Existing marquee type signs prior to the adoption of this code shall be allowed to remain and be replaced with similar signage.
- v. Marquee signs in Form-based Districts shall not be internally illuminated. Halo type or backlit illumination is not considered internally illuminated. Push thru letters with an opaque letter face are allowed.
- vi. This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.

F. Window Sign

Fig. 14.7-8



- ii. Perforated vinyl window graphics shall be measured from the outside edge of the graphic. The perforation shall not be used to measure the percent of coverage for any individual window or door.

3. **Additional Standards**

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

1. **Description**

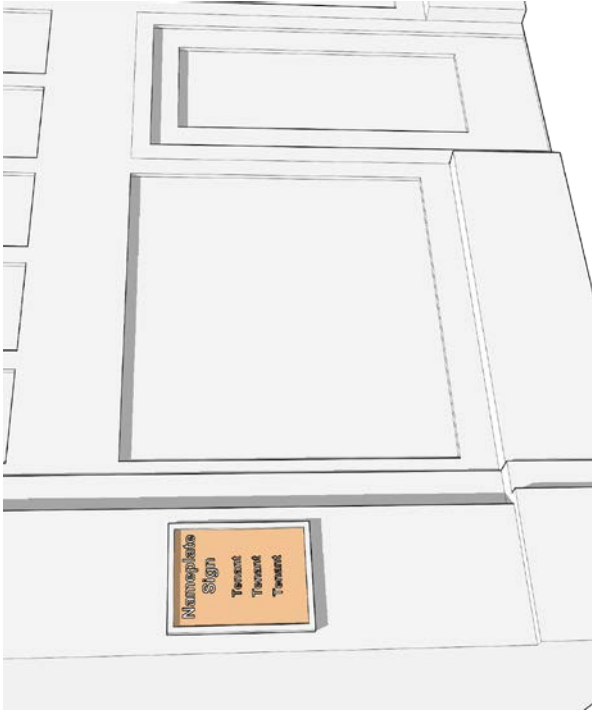
- i. A window sign is an on-premise sign attached to or parallel to the inside of a window and within thirty-six (36) inches of the surface of the window.
- ii. Window signs shall not interfere with the primary function of windows, which is to enable passersby and public safety personnel to see through windows into premises and view product displays.
- iii. Vinyl window graphics, either perforated or frosted, shall be considered a window sign.
- iv. A sign permit is not required for a window sign, but requirements must be followed.

2. **Size Requirements**

- i. A window sign shall not exceed twenty-five percent (25%) of coverage for any individual window or door.

G. Nameplate Sign

Fig. 14.7-9

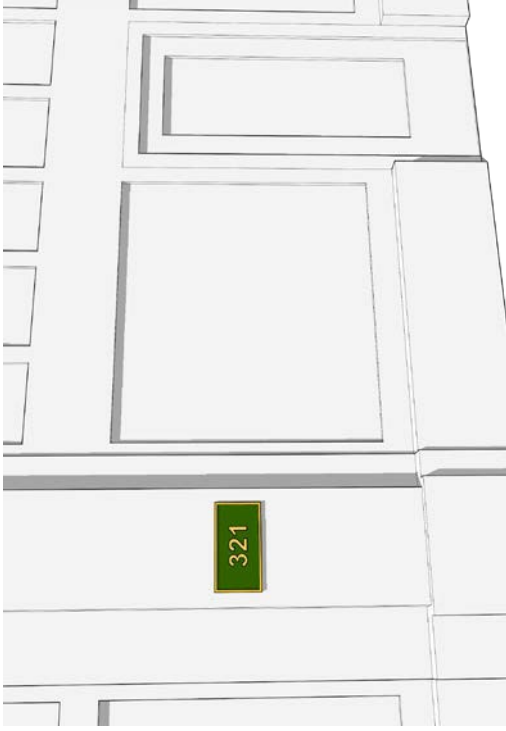


- 3. i. **Location**
A nameplate sign shall be placed on a wall adjacent to the entrance between four (4) and seven (7) feet above the walkway.
- 4. i. **Additional Standards**
This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.

- 1. **Description**
 - i. A nameplate sign is a sign consisting of either a panel or individual letters applied to a building that lists the names of a building's tenants.
 - ii. A sign permit is not required for a nameplate sign and it is limited to one (1) per address, but requirements must be followed.
- 2. **Size Requirements**
 - i. The sign area of a nameplate sign shall not exceed three (3) square feet in area.
 - ii. The maximum width and height dimension are twenty-four (24) inches.
 - iii. The maximum depth is three (3) inches.
 - iv. The font height shall be a maximum of six (6) inches.

H. Address Sign

Fig. 14.7-10



1. Description

- i. An address sign is generally applied to a building wall or as a part of a permitted freestanding sign. Addressing on mailboxes are exempt from these requirements.
- ii. A sign permit is not required for an address sign and is limited to one (1) per address, but requirements must be followed.

2. Size Requirements

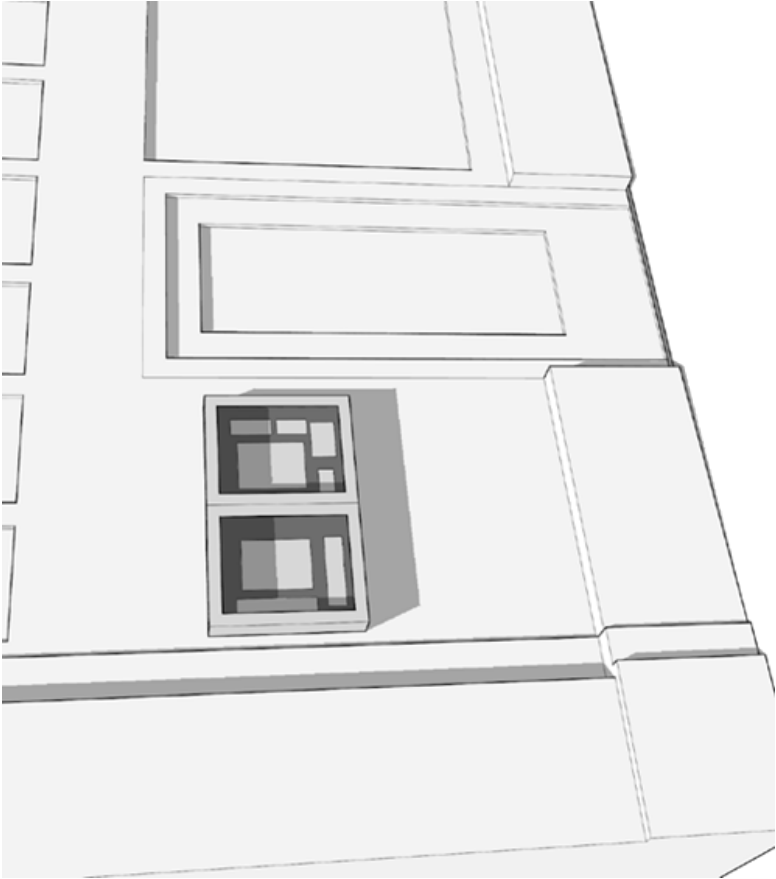
- i. The sign area of an address sign shall not exceed two (2) square feet in area.
- ii. The maximum width is twenty-four (24) inches.
- iii. The maximum height is twelve (12) inches.
- iv. The maximum depth is three (3) inches.
- v. The font height shall be a maximum of six (6) inches.

3. Location

- i. Address signs shall be placed between four (4) and eight (8) feet above the walkway if applied to the building.

Section 14. Development Standards

I. Outdoor Display Case Fig. 14.7-11



- ii. The maximum height is forty (40) inches.
- iii. The maximum width is forty (40) inches.
- iv. The maximum depth is four (4) inches.
- 3. **Location**
 - i. Outdoor display cases shall be placed between four (4) and eight (8) feet above the walkway.
- 4. **Additional Standards**
 - i. Outdoor display cases may be internally illuminated.

1. **Description**

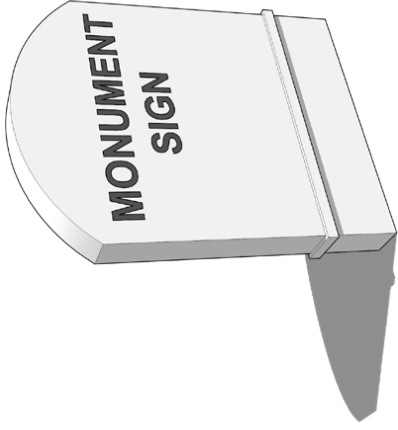
- i. An outdoor display case is a sign type that consists of a lockable metal or wood framed cabinet with a transparent window or windows, mounted onto a building wall or freestanding support. It allows the contents, such as menus, maps, or directories to be maintained and kept current.
- ii. A sign permit is not required for an outdoor display case and it is limited to one (1) per address, but requirements must be followed.

2. **Size Requirements**

- i. The outdoor display case shall not exceed eight (8) square feet in area.

14.7.9. Site Sign Types
A. Monument Signs

Fig. 14.7-12



1. **Description**
 - i. A monument sign is a freestanding on-premise sign with one (1) or two (2) sides attached to a permanent foundation or decorative base and not attached or dependent on support from any building, pole, posts or similar uprights on a site with one (1) or multiple tenants.
 - ii. A sign permit is required for a monument sign.
2. **Size Requirements**
 - i. Monument signs shall not exceed eighty (80) square feet in sign area.
 - ii. The maximum height is eight (8) feet above the finished grade.
 - iii. The maximum width is twelve (12) feet.
 - iv. The maximum depth is twenty-four (24) inches.

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

on a site.

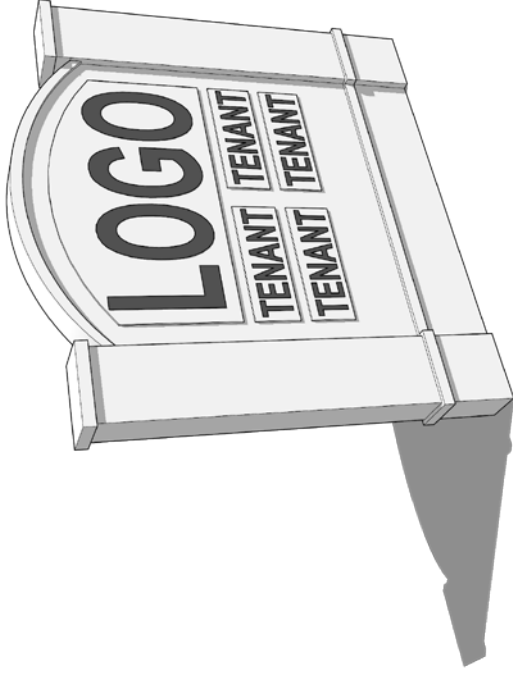
4. **Additional Standards**

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

Section 14. Development Standards

B. Multi-tenant Signs

Fig. 14.7-13



1. Description

- i. A multi-tenant sign is a freestanding on-premise sign with one (1) or two (2) sides attached to a permanent foundation or decorative base and not attached or dependent on support from any building, poles, posts, or similar uprights on a site with more than three (3) tenants and more than twenty five thousand (25,000) square feet of gross floor space.

- ii. A sign permit is required for a multi-tenant sign.

2. Size Requirements

- i. A multi-tenant sign shall not exceed one hundred (100) square feet in sign area.
- ii. The maximum height is twelve (12) feet above the finished grade.
- iii. The maximum width is eighteen (18) feet.
- iv. The maximum depth is twenty-four (24) inches.

3. Location Requirements

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

- of-way of a street.
- ii. No sign shall be placed within a sight triangle of a street or driveway.
- iii. Only one (1) sign is allowed for every three-hundred and thirty (330) linear feet of street frontage and a minimum separation of two-hundred (200) feet between multiple signs is required on a site.
4. **Additional Standards**
 - i. A planted and maintained landscape area of thirty-six (36) inches wide shall be provided around the base of every multi-tenant sign.
 - ii. Electronic message centers can be attached to multi-tenant signs per zoning district requirements.
 - iii. Multi-tenant signs shall have exterior finishes matching or complimenting the finishes on the facade of the primary building and shall comply with minimum facade standards for that district.
 - iv. Hand painted lettering or logos shall not be permitted to be attached to or apart of monument signs unless otherwise approved by the City Planner.
 - v. Multi-tenant signs can be internally or externally illuminated. The use of exposed neon tubing is not permitted.
 - vi. In zoning districts where multi-tenant signs are permitted, the maximum square footage may be increased to one hundred and ninety (190) square feet and the overall height increased to sixteen (16) feet if located adjacent to US Highway 82 and/or US Highway 25 where the posted speed limit is sixty (60) miles per hour or more.
 - vii. This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.

14.7.10. Temporary Sign Types

A. Standards applying to all temporary signs

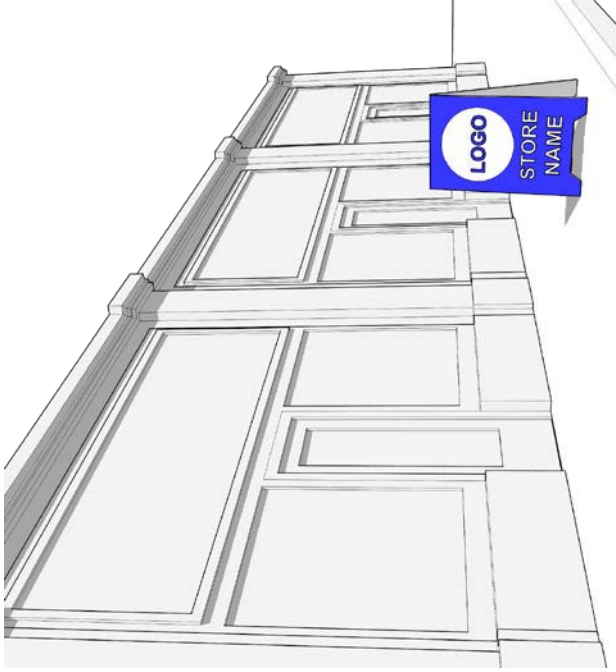
1. Temporary signs shall not be mounted, attached, affixed, installed, or otherwise secured in a manner that will make the sign a permanent sign.
2. No temporary sign shall be allowed to protrude above the roofline of a structure.
3. Temporary signs shall not be illuminated.
4. No temporary sign shall require a foundation, support, wiring, fittings, or elements that would traditionally require a building permit or electrical permit.
5. No streamers, spinning, flashing, or similarly moving devices shall be allowed as part of or attached to a temporary sign.
6. All temporary signs shall be secured in such a manner as to prevent swinging or other significantly noticeable movement resulting from the wind that could pose a danger to people, vehicles, or structures.
7. Mobile signs on wheels, runners, casters, parked trailers, parked vehicles, or other temporary or movable sign types shall not be permitted unless otherwise specifically stated in this chapter.
8. Because of the nature of materials typically used to construct temporary signs and to avoid the unsightliness of deteriorating signs and all safety concerns which accompany such a condition, temporary signs shall be removed or replaced when such a sign has deteriorated as determined by the Code Enforcement Officer.

Section 14. Development Standards

B. Sidewalk

sign Fig.

14.7-14



- ii. A sidewalk sign shall not obstruct access to parking meters, bicycle racks, and other features legally in the right-of-way. The sign must not interfere with: the opening of doors of legally parked cars, with the operation of wheelchair lifts and ramps, access to a loading zone, visibility of a fire hydrant, or access to bus stops.
- iii. A sidewalk sign is only allowed adjacent to the building occupied by the tenant.
- 4. **Duration**
 - i. Signs shall only be displayed during the operating hours of the tenant.
- 5. **Additional Standards**
 - i. Sidewalk signs are allowed for commercial uses approved by use exception or special exception in TN-Ndistricts.

1. Description

- i. A sidewalk sign is an A-Frame or T-Frame type sign that is readily movable and is not permanently attached to the ground or any structure.
- ii. A sign permit is not required for a sidewalk sign and it is limited to one (1) per tenant, but requirements must be followed.

2. Size Requirements

- i. The maximum height is forty-two (42) inches.
- ii. The maximum width is twenty-six (26) inches.

3. Location

- i. Sidewalk signs can be located on a walkway or on a public sidewalk if a minimum of four (4) feet of clear path for pedestrians is maintained.

C. Banner sign

Fig. 14.7-15



1. Description

- i. A banner sign is constructed of canvas, plastic, fabric or similar lightweight, non-rigid material that can be mounted to a permanent structure with cord, rope, cable or a similar method.
- ii. There shall be a maximum of two (2) faces to a banner sign, mounted back-to-back. Double-sided and back-to-back banners shall be measured by the surface area of one (1) face.
- iii. Banner signs across a public street require approval by the Board of Aldermen as part of a Special Event application.
- iv. A sign permit is required for a bannersign.
- v. Approved special events and recurring events on city property are exempt from these provisions.
- vi. Banners on public property placed by a non-profit organization shall be allow to locate multiple banners under one permit with no fee.

2. Residential districts

i. Size Requirements

- a. The maximum banner sign size shall be six (6) square feet.

ii. Location

- a. No banner sign shall be placed closer than five (5) feet to the right-of-way of a street unless attached to a building that is closer than five (5) feet to the right-of-way.

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

iii. Duration

- a. The maximum duration for any banner sign shall be three (3) days per permit period with a maximum of six (6) permit periods per year.

3. Non-residential districts and mixed-use districts

i. Size Requirements

- a. The maximum banner sign size shall be twenty-four (24) square feet.

- b. The maximum banner sign size shall be sixty (60) square feet across a public street with approval by the Board of Aldermen as part of a Special Event application. The banner shall have perforations to reduce the wind load and have eyelets spaced a maximum of twenty-four (24) inches along the top and bottom for mounting.

ii. Location

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

- b. In a multi-tenant building, a banner sign shall be allowed for each tenant.

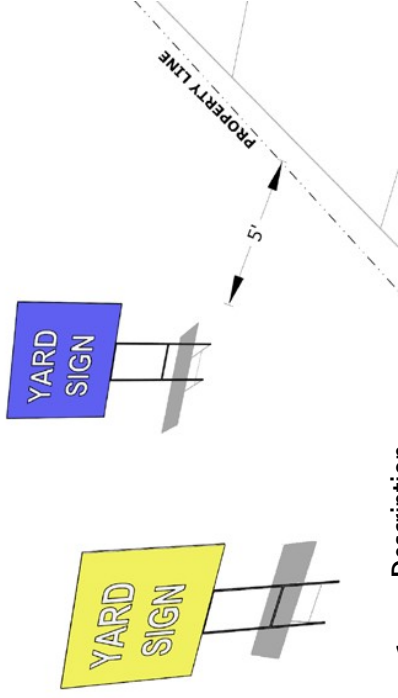
iii. Duration

- a. The maximum duration for any banner sign shall be fifteen (15) days per permit period with a maximum of six (6) permit periods per year.

Section 14. Development Standards

D. Yard sign

Fig. 14-7-16



1. Description

- i. A yard sign is any temporary sign placed on the ground or attached to a supporting structure, posts, or poles, and that is not attached to any building or permanently attached to the ground.
- ii. There shall be a maximum of two (2) faces to the sign, mounted back-to-back. Double-sided or back-to-back signs shall be measured by the surface area of one (1) face.
- iii. A sign permit is not required for a yard sign, but requirements must be followed.

2. Residential districts

i. Size Requirements

- a. A maximum sign size of four (4) square feet is permitted for lots less than two (2) acres.
- b. A maximum sign size of sixteen (16) square feet is permitted for lots greater than two (2) acres.
- c. The maximum total square footage of all temporary signs on a lot in residential districts is sixteen (16) square feet.

ii. Location

- a. No sign shall be placed closer than five (5) feet to the right-of-way of a street.
- b. No sign shall be placed within a sight triangle of a street or driveway.

iii. Duration

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

3. Non-residential and mixed-use districts

i. Size Requirements

- a. The maximum total square footage of all temporary signs on any non-residential or mixed-use district zoned property with an existing building is four (4) square feet.
- b. The maximum total square footage of all temporary signs on any vacant non-residential or mixed-use district zoned property is sixteen (16) square feet.
- c. The maximum total square footage of all temporary signs on any vacant non-residential or mixed-use district zoned property is thirty-two (32) square feet if located adjacent to US Highway 82 and/or US Highway 25 where the posted speed limit is sixty (60) miles per hour or more.

ii. Location

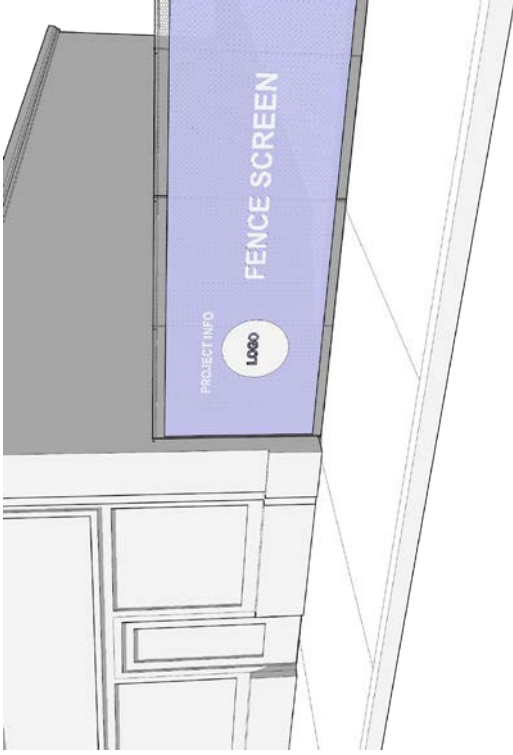
- a. No sign shall be placed within a sight triangle of a street or driveway.
- b. No sign shall obstruct any walkway or public sidewalk.

iii. Duration

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

E. Fence screen sign

Fig. 14.7-17



4. Duration

- i. A fence screen shall be allowed from the issuance of a building permit until the issuance of a certificate of occupancy.

1. Description

- i. A fence screen sign is signage applied to a required fence screen to prohibit views into an active construction site.
- ii. Both a sign permit and an active building permit are required for a fence screen sign.

2. Size Requirements

- i. A fence screen sign shall be sufficiently sized to completely cover the required fence screen.

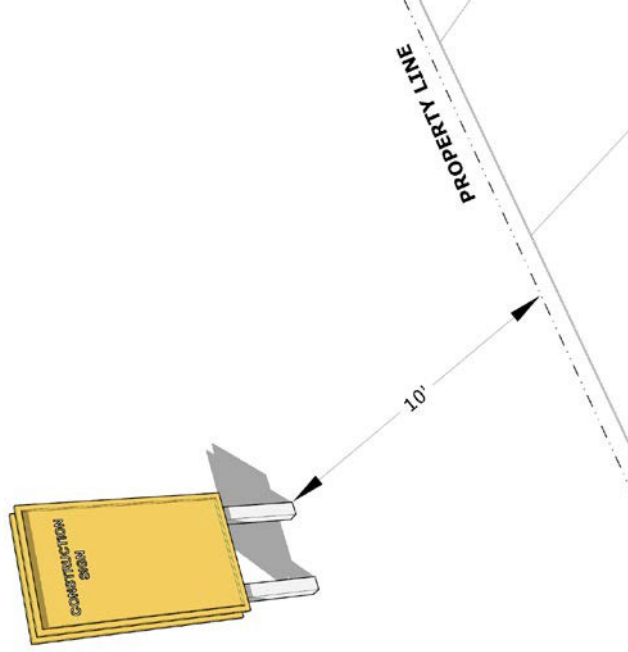
3. Location

- i. Fence screen signs shall be placed on the outside street facing portion of any required fence screen.
- ii. Fence screens shall not block any pedestrian walkway or street unless approved by the Development Review Committee as part of the site plan approval process.
- iii. No sign shall be placed within a sight triangle of a street or driveway.

Section 14. Development Standards

F. Construction Sign

Fig. 14.7-18



- b. No sign shall be placed within a sight triangle of a street or driveway.
- 3. **Nonresidential districts and mixed-use districts**
 - i. **Size Requirements**
 - a. The maximum sign size is thirty-two (32) square feet.
 - b. The maximum height is six (6) feet.
 - ii. **Location**
 - a. No sign shall be placed closer than ten (10) feet to the right-of-way of a street.
 - b. No sign shall be placed within a sight triangle of a street or driveway.
- 4. **Duration**
 - i. A construction sign shall be allowed from the issuance of a building permit or approved site plan until the issuance of a certificate of occupancy.

- 1. **Description**
 - i. A construction sign is a temporary sign attached to a supporting structure on the site or building premises of an active construction site.
 - ii. Both a sign permit and an active building permit are required for a construction sign.
- 2. **Residential use districts**
 - i. **Size Requirements**
 - a. The maximum sign size is sixteen (16) square feet.
 - b. The maximum height is six (6) feet.
 - ii. **Location**
 - a. No sign shall be placed closer than ten (10) feet to the right-of-way of a street.

14.7.11. Other Sign Types
A. Residential Development Entrance Sign

Fig. 14.7-19



- iii. All proposed platted residential subdivision shall provide space for a development entrance sign during design approval or be prohibited from receiving an encroachment agreement after certificate of occupancy.
- 4. **Additional Standards**
 - i. The placement of a residential development sign shall only be allowed on platted residential subdivision that are a minimum of two and a half (2 ½) acres in size with a minimum of three (3) tenants or lots. Master planned developments or subdivisions, including condominiums, that do not meet the minimum acreage requirements may place a monument sign that meets the monument sign requirements of section 14.7.9.1.
 - ii. A residential development entrance sign may be placed on a wall, fence, or retaining wall if it meets all dimensional requirements. The maximum copy area of such signs shall not exceed fifty-four (54) square feet regardless of the size of a wall, fence or retaining wall.
 - iii. Signs shall not be internally illuminated. Halo type illumination is not considered internally illuminated.

- 1. **Description**
 - i. A residential development entrance sign is a freestanding ground sign identifying the name of a platted residential subdivision.
 - ii. A sign permit is required for a residential development entrance sign.
- 2. **Size Requirements**
 - i. The sign area shall be a maximum of ninety (90) square feet.
 - ii. The copy area of the sign shall be a maximum of forty percent (40%) of the sign area.
 - iii. The average sign height shall be a maximum of six (6) feet.
 - iv. The sign width shall be a maximum of fifteen (15) feet.
- 3. **Location**
 - i. A maximum of one (1) sign per side of entrance is allowed.
 - ii. Signs shall not be placed in the right-of-way unless an encroachment agreement is approved by the Board of Aldermen.

Section 14. Development Standards

B. Development Entrance Sign

Fig. 14.7-20



1. **Description**
 - i. A development entrance sign is a freestanding ground sign identifying the name of a non-residential master planned development with multiple tenants and/or multiple lots.
 - ii. A sign permit is required for a development entrance sign.
2. **Size Requirements**
 - i. The sign area shall be a maximum of two-hundred (200) square feet.
 - ii. The copy area of the sign shall be a maximum of sixty percent (60%) of the sign area.
 - iii. The average sign height shall be a maximum of eight (8) feet.
 - iv. The sign width shall be a maximum of twenty-five (25) feet.
3. **Location**
 - i. A maximum of one (1) sign per side of entrance is allowed.
 - ii. Signs shall not be placed in the right-of-way unless an encroachment agreement is approved by the Board of Aldermen.
 - iii. All proposed master planned developments with multiple tenants or multiple lots shall provide

space for a development entrance sign during design approval or be prohibited from receiving an encroachment agreement after certificate of occupancy.

Additional Standards

4.
 - i. The placement of a development sign shall only be allowed on non-residential master planned developments that are a minimum of two and a half (2 ½) acres in size with a minimum of three (3) tenants or lots. Master planned developments that do not meet the minimum acreage requirements may place a monument sign that meets the monument sign requirements of section 14.7.9.1.
 - ii. A development entrance sign may be placed on a wall or retaining wall if it meets all dimensional requirements. The maximum copy area of such signs shall not exceed one hundred and twenty (120) square feet regardless of the size of a wall, fence or retaining wall.
 - iii. Signs shall not be internally illuminated. Halo type illumination is not considered internally illuminated.

Section 14. Development Standards

C. Electronic Message Center

1. Description

- i. An electronic message center is an electronic sign that is capable of displaying words, symbols, figures, or images that can be electronically changed by remote or automatic means.
- ii. Electronic message centers shall be a part of either a wall sign, monument sign, or multi-tenant sign type. Standalone electronic message centers are prohibited in all districts.
- iii. Electronic message centers shall be prohibited from being part of a residential development sign and/or a development sign.
- iv. Signs placed by the City, County, or State in the right-of-way associated with transportation or public transit are not classified as electronic message centers.
- v. A sign permit is required for an electronic message center unless it is included as a part of an application for a new wall sign, monument sign, or multi-tenant sign permit. No permit fee will be assessed for government owned facilities.

2. Special- Institutional and Special- Educational

i. Size requirements

- a. The maximum total square footage of a copy area is thirty (30) square feet.

ii. Location

- a. It is only allowed on an approved wall or monument sign.
- b. Only one (1) sign shall be permitted per blockface.

3. Commercial Neighborhood, Commercial Rural, University Form-based District, and Corridor Form- based District

i. Size requirements

- a. The maximum height per copy area is twelve (12) inches.
- b. The maximum width per copy area is thirty-six (36) inches.
- c. The maximum total square footage of all copy areas per facade face shall be six (6) square feet.

ii. Location

- a. In a commercial neighborhood and commercial rural, electronic message centers are only allowed on an approved wall or monument sign.
- b. In university form-based district and corridor form-based district electronic message signs are only allowed on site signage approved as part of a special exception or on the facade of a pump island canopy as a part of a convenience store and gas station. A maximum of one (1) electronic message center is allowed per street facing facade.

4. Commercial, Industrial, Optional- Commercial, and

Optional- Industrial use districts

i. Size Requirements

- a. A maximum total square footage of a copy area shall not exceed forty percent (40%) of the total sign area.

ii. Location

- a. It is only allowed on an approved wall or monument sign.
- b. No electronic message center shall be mounted to any sign closer than five (5) feet to the right-of-way of a street.
- c. No electronic message center shall be mounted to any sign placed within a sight triangle of a street or driveway.

5. Additional Standards

- i. Electronic message centers shall not use blinking, fading, rolling, shading, dissolve, scroll, or similar effects.
- ii. All messages shall change instantaneously as seen by the human eye.
- iii. Messages shall post for a minimum of thirty (30) seconds.
- iv. All electronic message centers shall be installed with ambient light monitors that automatically adjust the brightness level of the message based on ambient light conditions.
- v. A maximum brightness of light emitted from an electronic message center shall not exceed 0.3-foot candles over ambient light levels measured at a distance of one (1) hundred and fifty (150) feet.

- vi. Written certification from the sign manufacturer must be provided at the time of application for a sign permit certifying that the light intensity of the electronic message center has been preset not to exceed the illumination levels established by this section.
- vii. The owner of any electronic message center shall demonstrate at the City's request and the satisfaction of the Code Enforcement department that the electronic message center does not exceed the maximum brightness set forth in this section.

Section 14. Development Standards

D. Outdoor Advertising Signs

1. **Classes of Outdoor Advertising Signs (Outdoor Advertising Signs- Billboards).** All existing outdoor advertising signs within the City of Starkville shall be divided into two (2) classes as follows:

- i. Class 1: Class 1 Outdoor Advertising Signs (Billboards) shall be those subject to the provisions of Sections 49-23-1 through 49-23-29 of the Mississippi Code of 1972 as the same exists on the effective date of the adoption of this ordinance, January 4, 2018.

- ii. Class 2: Class 2 Outdoor Advertising Signs (Billboards) shall include all such signs within the City of Starkville which are not regulated by the provisions of 49-23-1 through 49-23-29 of the Mississippi Code of 1972

2. **Prohibited Signs (Billboards).** Billboards are hereby declared prohibited signs within the City of Starkville, subject to the right to remain within the City as Non-conforming Billboards.

3. **Non-conforming Billboards.** Outdoor Advertising Signs (Billboards) which were legally in existence prior to January 4, 2018 are declared Non-conforming Billboards. It is the intent of this section to recognize that the eventual elimination, as expeditiously and fairly as possible, of Non-conforming Billboards is as much a subject of health, safety, and welfare as it is the prohibition of new signs that would violate the provisions of this Ordinance. All Outdoor Advertising Signs (Billboards) heretofore lawfully constructed within the City of Starkville are hereby declared legal Nonconforming Billboards. All such Class 1 Non-conforming Outdoor Advertising Signs shall be classified as Class 1 Non-conforming Billboards. All such Class 2 Outdoor Advertising Signs are classified as Class 2 Non-conforming Billboards.

4. **Continuance of Class 1 Non-conforming Billboards.** Class 1 Non-conforming Billboards may continue provided that the non-conforming billboard shall not be:
 - i. Changed to or replaced with another non-conforming sign except to periodically change the sign face.
 - ii. Structurally altered so as to extend their useful life
 - iii. Expanded.
 - iv. Relocated except as hereinafter provided.
 - v. Re-established after damage of more than fifty percent (50%) of the value at the time of such damage or destruction.
 - vi. Modified in any way that would increase the degree of non-conformity of such sign.

5. **Continuance of Class 2 Non-Conforming Billboards**

- i. Any non-conforming sign or sign structure which is partially destroyed by fire, accident, or natural cause beyond fifty percent (50%) of its current physical replacement costs shall thereafter be removed or reconstructed in conformance to the provisions of this Ordinance.

- ii. Class 2 Non-conforming Billboards shall be removed according to the following schedule:

- a. Signs with an original construction cost of less than \$250,000.00 – Ten Years
- b. Signs with an original construction cost of \$250,000.00 or more – Twelve (12) Years.
- iii. It is the intent that all Class 2 Signs shall be removed not later than twelve (12) years from the effective date of this ordinance. No improvements, relocations, repairs or modifications shall extend beyond the specified amortization period as defined above.

- iv. The amortization of Class 2 Billboards shall begin as of the effective date of the adoption of this Ordinance on January 4, 2018.
6. **Strengthening or Restoring to a Safe Condition.** Nothing in this Ordinance shall prevent the strengthening or restoring to a safe condition of any portion of a sign or structure declared unsafe by the Building Inspector. Such signs may be improved only to the extent that such improvement does not exceed fifty percent (50%) of the current physical replacement costs of the existing sign structure.
7. **Removal.** Upon the determination of the City of Starkville that a sign remains non-conforming after termination of the allowable time periods provided for hereinabove, the City shall notify the sign owner and/or the owner of the land on which the non-conforming sign is located and such owner shall have thirty (30) days after such written notice within which to remove said sign. At the end of the thirty (30) day period, if the sign has not been removed or brought into compliance, the City shall issue a summons in Municipal Court.
8. **Abandonment.** A billboard that upon the recommendation of the Community Development Department and approval of the Starkville Board of Aldermen, is determined to be Abandoned and/or Obsolete, as defined in Section 18 Definitions, shall terminate immediately the right to maintain such a sign. The Sign Owner shall have thirty (30) days to remove said sign after written notice from the City of Starkville at the owner(s) sole expense with no compensation from the City.
- i. An "Available for Lease" or similar message that concerns the availability of the sign itself does not constitute advertising matter. A sign with such a message will be treated as an obsolete sign.
- ii. A sign whose message has been partially obliterated by the owner so as not to identify a particular product, service or facility is considered to be an obsolete sign.
9. **Annexation.** In the event a sign becomes subject to this ordinance as a result of annexation the amortization period set out above shall apply from and after the effective date of such annexation.
10. **Petition.** The owner of any existing billboard may voluntarily petition the Mayor and Board of Aldermen to allow the relocation or modification of an existing billboard. Approval of any such Petition shall be conditioned on an overall net reduction in the number of billboards within the city by voluntary removal. The approval of the Mayor and Board of Aldermen is discretionary. At a minimum, the Petition shall set out the following:
 - i. A description of any modification to an existing sign.
 - ii. The existing and proposed locations of a relocated sign.
 - iii. The location of any signs proposed to be removed from within the City of Starkville.
 - iv. An acknowledgement that the request is voluntary and that to the extent that compensation may have otherwise been required any such compensation is waived.
 - v. The time required to remove any existing signs.
 - vi. Other such information as may be requested by the Community Development department.
11. **Net Reduction Required for Modification or Removal.** No billboard may be substantially modified or moved unless the modification or relocation results in the removal of one (1) or more existing billboards. The result must be a

Section 14. Development Standards

net reduction in the number of billboards in the City of Starkville.

- 12. Modification.** Modification(s) to existing billboards shall only be made upon approval by the Mayor and Board of Aldermen upon the Petition of the owner of the billboard. Any such modification(s) must be reviewed by the Community Development Department who may provide a recommendation to the Mayor and Board of Aldermen. The approval of the Mayor and Board of Aldermen is discretionary. Approval shall only be granted if the Mayor and Board of Aldermen make an affirmative finding that the grant of the Petition will further the purposes of this Ordinance. If the petition is approved by the Board of Aldermen, then any such approved sign shall become a legal conforming sign.
- 13. Permitting.** All billboards erected or relocated by approval of a petition shall be permitted by the Community Development Department. A fee established by the Board of Aldermen shall be paid for each permit issued. The owner or operator of such sign must furnish acceptable proof of the sign's cost in the form of construction cost and/or bill of sale including installation cost. Any permit granted hereunder shall in no way create any rights not heretofore available to the owner of any billboard.

- E.

Flags
1.

Description
- i.

A flag and/or means a piece of fabric or cloth attached to a flag pole or other support on one side, where the length at right angles to the support is at least as long as the length of the attached side.
- ii.

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

A sign permit is not required for a flag, but requirements must be followed.
- iv.

These requirements shall not apply to the official current flag of the United States of America.

2.

Residential districts
- i.

Size Requirements
- a.

A maximum sign size of fifteen (15) square feet is permitted per flag.
- b.

The maximum height to length ratio for a flag shall be 1:2.
- c.

The maximum number of flags may not exceed three (3) flags per acre of site area, rounded up to the nearest whole acre.
- ii.

Location
- a.

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

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

3.

Non-residential and mixed-use districts
- i.

Size Requirements
- a.

A maximum sign size of twenty-five (25) square feet is permitted per flag.
- b.

The maximum height to length ratio for a flag shall be 1:2.
- c.

The maximum number of flags may not exceed two (2) flags per twenty-five (25) feet of frontage up to a maximum of eight (8) flags per premises. Corner lots shall be allowed up to a maximum of twelve (12) flags total along both frontages.
- ii.

Location
- a.

No flag shall be placed closer than five (5) feet to the right of-

- b.

No flag shall be placed within a sight triangle of a street or driveway.
- c.

No flag shall obstruct any walkway or public sidewalk.

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.

Code Enforcement Officer Allison Childs, Building Official Stein McMullen and Police Chief Mark Ballard presented their findings and recommendations concerning 200 Curtis. Initial inspection of 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 based on findings contained in the attached materials presented to the Board. 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 address and tax address on February 23, 2022. Public Notices of the public hearing were posted on the property in violation and at City Hall on February 23, 2022. Tax information was obtained from the Oktibbeha County Chancery Court.

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

44. 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

Alderman Carver, duly seconded by Alderman Rupp, offered a motion 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. The Board voted as follows:

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

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

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
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

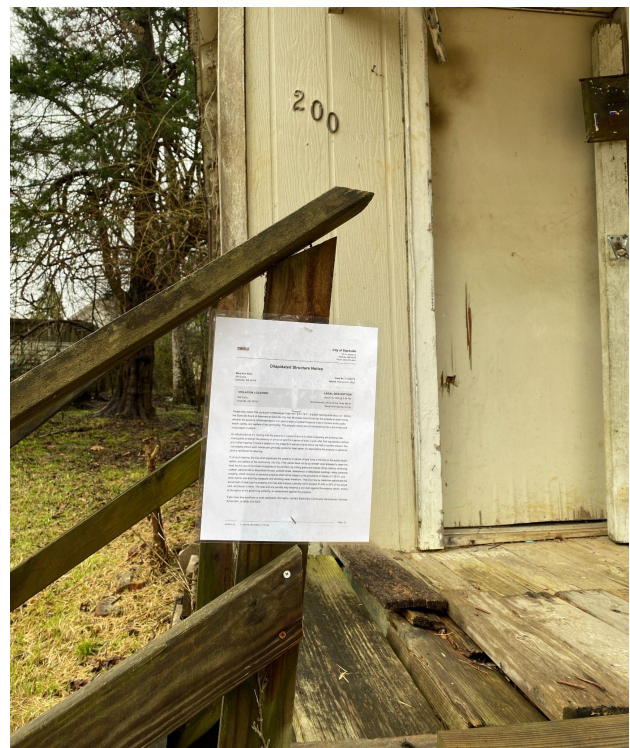
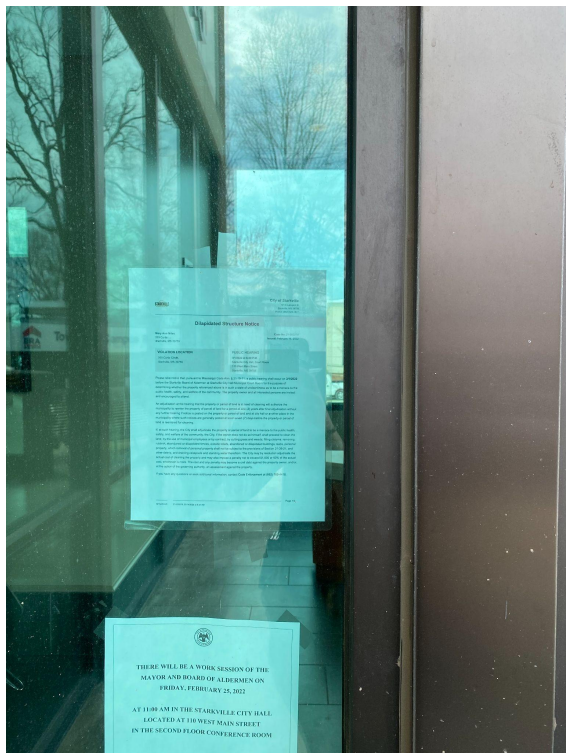
Postage \$0.58

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

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



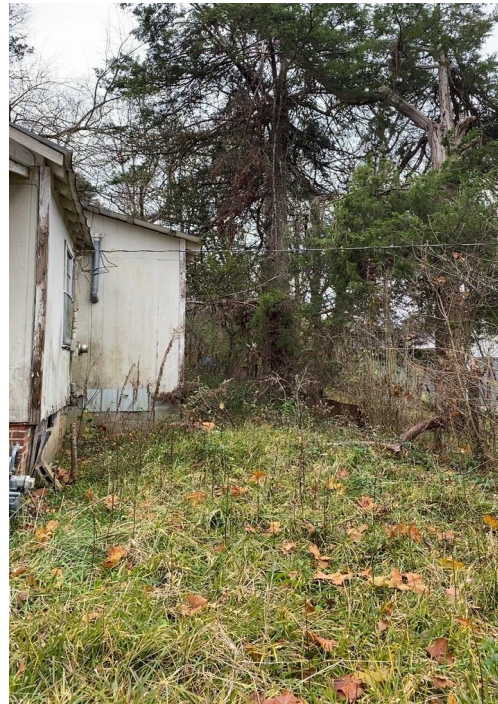
Front Porch



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:





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

Mayor Spruill presented the policy noting that the city currently did not have a written policy in place for its cemeteries. Alderman Vaughn, duly seconded by Alderman Sistrunk, offered a motion approving the adoption of a cemetery and burial policy for the City of Starkville. The Board voted as follows:

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

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

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.

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

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion to table this item. The Board voted as follows:

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

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

46. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

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

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

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

General Fund	001	\$ 558,178.05
Restricted Fire Fund	003	1,555.67
Airport Fund	015	30,303.66
Sanitation	022	51,661.27
Park and Rec Tourism	375	10,677.91

BUILD Grant	377	760.00
Park Bond - 2020	380	63,273.72
Payroll	681	7,396.11
Sub Total Before Utilities		\$ 723,806.38
Utilities Dept.	SED	1,730,881.83
Total Claims	Total	\$ 2,454,688.22

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

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

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

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

48. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of the discussion of the job performance of a city employee in the Engineering Department. Following a second by Alderman Beatty, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the job performance of a city employee in the Engineering Department. At this time, the Board entered Executive Session.

49. MOTION TO HIRE A GENERAL MANAGER

Alderman Vaughn offered a motion, seconded by Alderman Beatty, to hire Edward Kemp as the General Manager of the Starkville Utilities Department at a salary of \$137,000. The Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

50. MOTION TO RETURN TO OPEN SESSION.

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

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

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

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

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

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

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

SIGNED AND SEALED THIS THE 19TH DAY OF APRIL, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK