



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
April 19, 2022

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Edward Kemp

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, APRIL 19, 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 MARCH 15, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 1, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 5, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

ELLIS ANN JACKSON, STARKVILLE'S MISS HOSPITALITY

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION TO EXTEND THE LEISURE AND RECREATION DISTRICT TO ADKERSON WAY AND COLLEGEVIEW STREET AND THE COLLEGEVIEW DEVELOPMENT.

PUBLIC HEARING AND CONSIDERATION OF UE 22-01: A REQUEST FOR USE EXCEPTION TO ALLOW FOR A MONUMENT SIGN AT 400 DR. MARTIN LUTHER KING JR. DRIVE EAST IN A T-5C ZONING DISTRICT.

THE FIRST PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCE PARKING AND MUNICODE ARTICLE XIII, STOPPING, STANDING AND PARKING; §106-391 ET SEQ.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF EXTENDING THE EMERGENCY DECLARATION FOR THE COVID PANDEMIC ANOTHER 30 DAYS.

B. CONSIDERATION OF ADDING SOUTH MONTGOMERY REPAIRS TO THE 2022 CAPITAL PROJECT LIST.

X. BOARD BUSINESS

A. CONSIDERATION OF PROVIDING A FULL PAGE AD, AS IN PAST YEARS, SPONSORING SUPPORT FOR ELLIS ANN JACKSON AS STARKVILLE'S MISS HOSPITALITY UNDER MS CODE §17-3-3 IN THE AMOUNT OF \$350.

B. CONSIDERATION FOR APPROVAL OF FAIR HOUSING RESOLUTION AND DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WHICH WILL INSTALL A GRAVITY-FED SEWER COLLECTION SYSTEM WITHIN THE BABYLON ROAD AREA.

C. CONSIDERATION OF AMENDING THE CITY'S COVID-19 POLICY FOR CITY EMPLOYEES TO REPEAL THE \$75/MONTHLY HEALTH INSURANCE SURCHARGE, EFFECTIVE IMMEDIATELY.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO PURCHASE A REPLACEMENT QTPOD MODEL M4000 SELF-SERVING FUELING TERMINAL FROM THE LOWEST QUOTE FROM QTPOD IN THE AMOUNT OF \$19,075.00 AND HAVE IT INSTALLED BY REBEL SERVICES IN THE AMOUNT OF \$3,000.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM JONATHAN BURNS CONSTRUCTION FOR THE INSTALLATION OF ADDITIONAL RIP RAP ON THE NORTH SLOPE OF THE CHANNEL OF THE OLD WEST POINT ROAD UTILIZING REMAINING ERBR FUNDS.

2. CONSIDERATION OF APPROVING THE ADVERTISING OF BIDS FOR THE LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENT CONSTRUCTION PROJECT.

3. CONSIDERATION OF APPROVING THE ADVERTISING OF BIDS FOR THE LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENT MATERIALS AND COMPONENTS.
4. APPROVAL OF NEEL SCHAFER AS THE PREFERRED CONSULTANT TO PROVIDE THE SOUTH MONTGOMERY TRAFFIC STUDY SERVICES AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT.
5. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 IN THE AMOUNT OF \$10,692.00 FOR THE SPORTSPLEX DRAINAGE FOR THE ADDITION OF A LINE ITEM FOR EXCESS EXCAVATION TO THE CONTRACT.
6. CONSIDERATION FOR APPROVAL OF CHANGE ORDER #5 IN THE AMOUNT OF \$7,727.50 FOR THE SPORTSPLEX PARKING LOT FOR THE REPLACEMENT OF UNSTABLE SOILS DISCOVERED DURING CONSTRUCTION; CONCRETE CROSSWALK IN LIEU OF ASPHALT; AND CORRECTION OF PONDING WATER IN EXISTING PARKING LOT DUE TO NEW CONSTRUCTION.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 11, 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 THE MARCH FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR TRAINING CHIEF CLARENCE PARKS TO TRAVEL TO PUEBLO, CO TO ATTEND THE SERTC – HIGHWAY EMERGENCY RESPONSE SPECIALIST (HERS) PER-291 DHS-FEMA FUNDED CLASS ON MAY 1 - 7, 2022, WITH FULL REIMBURSEMENT BY FEMA.
2. REQUEST AUTHORIZATION FOR CHIEF CHARLES YARBROUGH, T.C. CLARENCE PARKS, B.C. GRANT MCCARTER, B.C. ROOSEVELT HARRIS AND B.C. JEROME CLARK TO TRAVEL TO VICKSBURG, MS TO ATTEND THE 85TH MS FIRE FIGHTERS AND FIRE CHIEFS CONFERENCE JUNE 2 – 5, 2022 AT AN APPROXIMATE COST OF \$3,600.00 (HOTEL, MEALS AND TRAVEL).

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE HALBERT BLAIR AS A METER TECHNICIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JAMARUS STINSON AS A CLOSED CIRCUIT TELEVISION (CCTV) SEWER MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE KAYLEE DRUMMOND AS AN ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO CHANGE THE CLASSIFICATION OF TAYLOR NOLAND FROM ANIMAL CONTROL OFFICER TO LEAD ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE MELISSA MILLER AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE JALONTAE HARRIS AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE ADAM HILL AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
8. REQUEST AUTHORIZATION TO HIRE ZYKIARA ROGERS AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. CONSIDERATION TO ADVERTISE FOR THE PURCHASE OF RESIDENTIAL/REAR LOADER GARBAGE TRUCK FOR THE SANITATION & ENVIRONMENTAL DEPARTMENT AND TO SELL THE 2003 STERLING GARBAGE TRUCK.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM CONSOLIDATED PIPE & SUPPLY CO. FOR PVC SEWER PIPE (MATERIAL ONLY) FOR GREEN OAKS, ROLLING HILLS, AND COLLEGEVIEW SEWER POINT REPAIR PROJECTS IN THE AMOUNT OF \$29,314.04.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM CONSOLIDATED PIPE & SUPPLY CO. FOR COUPLINGS (MATERIAL ONLY) FOR THE GREEN OAKS AND ROLLING HILL SEWER POINT REPAIR PROJECTS IN THE AMOUNT OF \$6,250.00.
3. RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM 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 COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. SALE OF LAND

XV. OPEN SESSION

XVI. ADJOURN UNTIL MAY 3, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 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

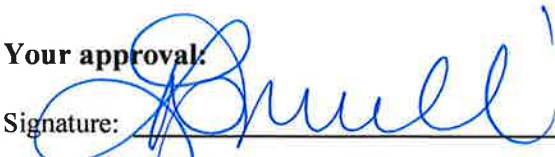
Your approval:

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 4) 16X20X2	1) BX68	FIRST FLOOR COURT CLERK
RTU2		TRANE	YHD180F3RXA03D	144510113D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT ROOM
RTU3		TRANE	YHD180F3RXA03D	144510131D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR CITY CLERK
RTU4		TRANE	YHC092F3RXABC0C	144410384L	4) 20X25X2	DD	2ND FLOOR - MAYOR
RTU5		TRANE	YHD150F3RXB04D	144510714D	4) 20X20X2 4) 20X25X2	1) BX68	SECOND FLOOR
RTU6		TRANE	YHC120E3RXA0ZC0C	144312859L	3) 20X25X2 2) 20X30X2	DD	SECOND FLOOR SHELL - SOUTH
#7A	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	15075K5B7G 141318KW3F	1) 16X25X2	DD	MEZZANINE
#7B	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	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

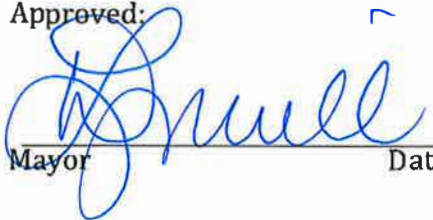
March 9, 2022

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

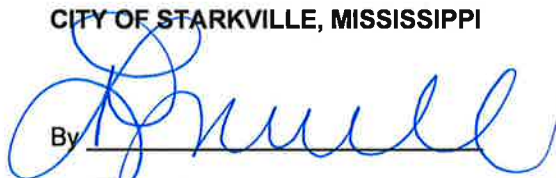
The parties' obligations that are not, by the express terms of this Agreement, to be performed fully during the term, will survive termination of this Agreement. Termination of this Agreement for any reason will not affect the parties' obligations or liabilities hereunder, if and to the extent such obligations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

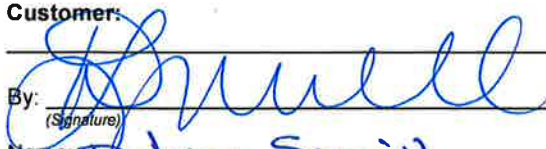
This Payment Agreement (this "**Agreement**"), made and entered into by and between Howard Technology Solutions, a division of Howard Industries, Inc., ("**HTS**") and _____ ("**Customer**"), is applicable to products and services Customer purchases from HTS.

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:

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 theModules have provided. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

If a warranted battery nonconformity is discovered in the Modules in years 11 through 20 from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed, operated and maintained (Buyer to provide proper records), and the battery nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell's sole obligation will be to provide Buyer with a discount on substantially equivalent replacement product at a prorated percentage, applied towards the published list prices in effect in the year theproduct is determined to be nonconforming, as determined by Honeywell through RMA, in accordance with the following schedule:

Years	Discount off of List Price
1-10	Does Not Apply
11	50%
12	45%
13	40%
14	35%
15	30%
16	25%
17	20%
18	15%
19	10%
20	5%

- 1.7 Additional Warranties**
Notwithstanding the foregoing, certain warranties may be provided under the System License Agreement, the System Maintenance Agreement and the Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section.
- 1.8 Warranty Returns**
For warranty returns of Honeywell manufactured products, Buyer will pay freight to Honeywell point of manufacture. Honeywell will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Buyer is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.

- 1.9 Exceptions**
In no event, shall Honeywell be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Buyer's risk and expense. Honeywell shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Honeywell's instructions; or (v) are comprised of materials provided by or a design specified by Buyer.

Honeywell makes no system performance guarantees and offers no warranties as to the operation, function or performance of unapproved WAN solutions. Honeywell assumes no responsibility and offers no warranty for system components impacted by the use of unapproved WAN solutions. Use of unapproved WAN solutions nullifies all stated system performance guarantees

The foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose, non-infringement or usage of trade are hereby disclaimed. The remedies stated herein constitute Buyer's exclusive remedies and Honeywell's entire liability for any breach of warranty. Notwithstanding the foregoing, goods and equipment manufactured by others and supplied by Honeywell, are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer ("third party warranties"). For avoidance of doubt, third party warranties apply to third party AMR/AMI communication modules incorporated into Honeywell goods.

2. SUPPLEMENTAL TERMS RELATED TO FORECAST AND ORDER PROCESS

- 2.1 Products shall be delivered in accordance with the then-current posted lead times. Honeywell reserves the right to charge expedite fees for early delivery requests. Certain order details are required for Honeywell to meet posted lead times, including but limited to, bill to/ship to, quantity, price, part number/product description, meter/device program, nameplate details, etc. Occasionally Honeywell may experience changes in capacity that could affect product delivery. In the event of additional capacity, Honeywell may contact the Buyer to inquire if the Buyer would prefer early delivery. In the event of capacity constraints, Honeywell may contact the Buyer to offer alternative delivery options, such as partial delivery.
- 2.2 The Buyer shall provide Honeywell a rolling twelve-month forecast for Honeywell Products every three months at least ten (10) business days prior to the first day of the quarter. The Buyer will provide the first twelve-month forecast within ten (10) business days of the Effective Date.
- 2.3 In relation to any Forecast:
- 2.3.1.1 the first three months of any rolling twelve-month forecast shall be binding ("Binding Forecast").
- 2.3.2 subject to the agreed tolerance [15%] the subsequent three months shall constitute a Binding Forecast.
- 2.3.3 the remaining six (6) months will constitute a non-binding good faith estimate of the Buyer's requirements.
- 2.4 The Buyer shall issue Orders in strict accordance with the applicable Binding Forecast and the then-current lead times.

TERMS AND CONDITIONS

2.5 The Buyer and Honeywell agree that an Order may be issued by the Buyer, and accepted by Honeywell, via facsimile, email, or other electronic means. The Buyer and Honeywell further agree not to contest the validity or enforceability of Orders on the basis of their not being actually signed or not being originals.

2.6 An Order will become a binding contract upon written notice of acceptance by Honeywell or, if applicable, upon Honeywell's signing and returning the Order acknowledgment copy with notice of acceptance.

2.7 If Honeywell fails to acknowledge and accept an Order placed by the Buyer in strict accordance with a Binding Forecast within ten (10) business days of receipt of the relevant Order, for reasons other than (a) Force Majeure Event, (b) manifest error in the Order, or (c) non-conformity with the then- current lead time, the Order shall be deemed to be accepted without reservation by Honeywell.

2.8 In the event an Order is not in accordance with the then-current applicable lead times and/or Binding Forecast, Honeywell shall either accept or reject the Order within ten (10) business days of receipt of the relevant Order stating reasons if the Order is rejected.

2.9 If the Buyer fails to purchase the volume of Honeywell Products provided in the Binding Forecast for reasons other than (a) Force Majeure Event, (b) a failure of Honeywell to deliver product in accordance with the Specification, or (c) non purchases of Honeywell Products due solely to the fault of Honeywell, then the Buyer shall pay for the Honeywell Products equal to the difference between the Binding Forecast and the quantity of Honeywell Products actually purchased by the Buyer in the applicable three-month period.

3. SUPPLEMENTAL TERMS RELATED TO VOLUME COMMITMENT

3.1 An amount equal to XXX items of Honeywell Products which the Buyer must Order from the Honeywell during the Initial Term, as defined in the Master Agreement ("Volume Commitment").

3.2 Where the Buyer does not order an amount equal to or greater than the Volume Commitment during the Initial Term, the Buyer shall place an Order for the remaining Volume Commitment and where the Buyer fails to place such Order within twenty (20) business days of the end of the Initial Term, such Order shall be deemed to have been placed. The Buyer shall pay for the Honeywell products equal to the difference between the Volume Commitment and the quantity of Honeywell Products actually purchased by the Buyer during the Initial Term.

4. SUPPLEMENTAL TERMS RELATED TO HAZARDOUS OR UNSAFE SITE CONDITIONS (if applicable):

4.1 Buyer recognizes that Honeywell employees have the right to a safe and healthy work environment and agrees that Honeywell may suspend services at Buyer's expense if Honeywell determines that unsafe conditions at the site may compromise Honeywell employee safety. Services will be resumed once the unsafe conditions have been corrected by Buyer. Honeywell will not be liable for failure to meet contractual obligations in the event it suspends performance due to hazardous or unsafe conditions.

4.2 Buyer represents that Buyer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate hazardous substances or mold or conditions caused by hazardous substances or mold.

4.3 TO THE FULLEST EXTENT ALLOWED BY LAW, BUYER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE EXISTENCE OF HAZARDOUS CONDITIONS, MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, WHETHER OR NOT BUYER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS CONDITION, SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF HIS AGREEMENT FOR ANY REASON.



**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:

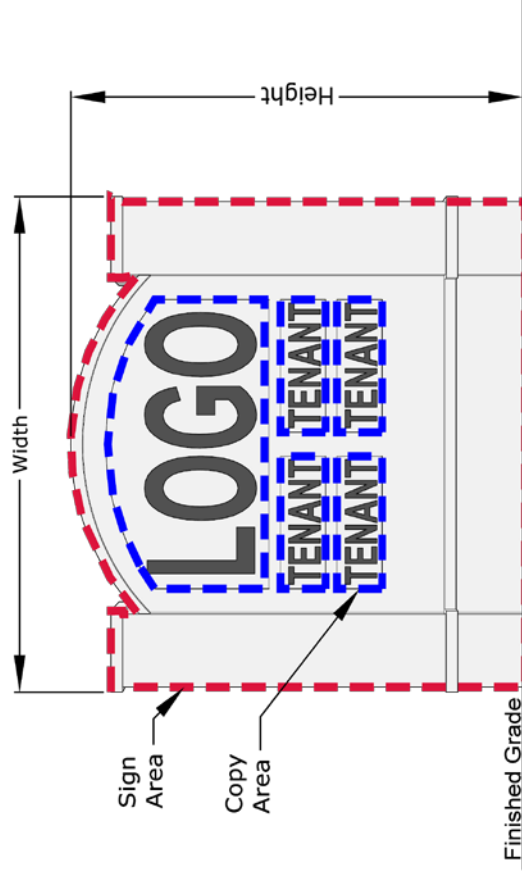
- A. To allow businesses, institutions, and people to exercise their right to free speech by displaying messages on a sign, and to allow audiences to receive such information;
- B. To enhance the economy and the business industry of the City by promoting the reasonable, orderly, and effective display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

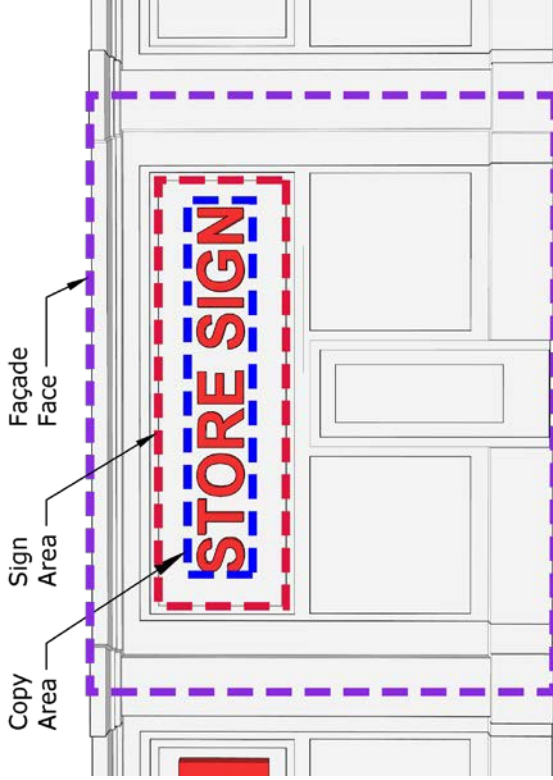


- H. The sign area shall be calculated by the total face of the sign including the structure and the copy area.
- I. The sign height for site signs shall be calculated from the finished grade at the base of the sign.

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

Fig. 14.7-2



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

14.7.3. Prohibitions

- A. Any sign not permitted by this article shall be prohibited.
 B. No sign shall be placed in the right-of-way with the exception of official traffic control signs unless approved by the Board of Aldermen. This shall include any sign placed on any curb, sidewalk, post pole, hydrant, bridge, tree or other surface located on, over, or across any public

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

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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

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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

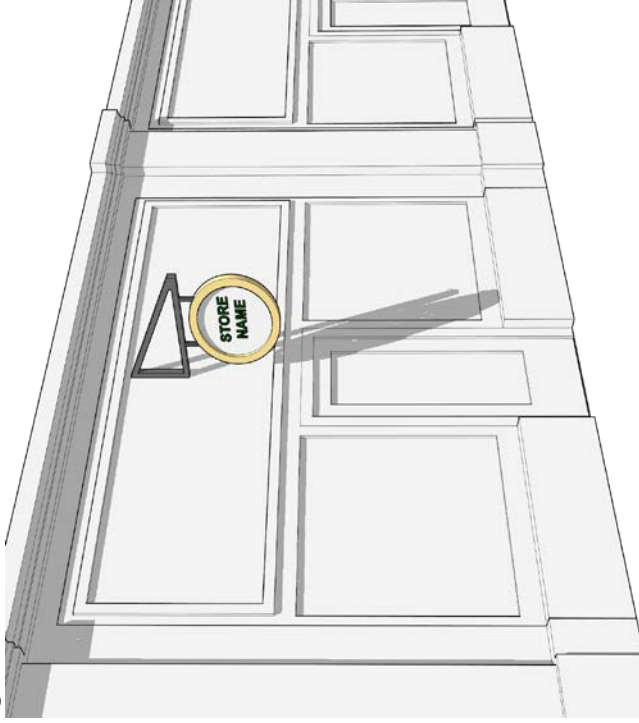


1. **Description**
 - i. A wall sign is a sign attached flat to, painted on, or mounted away from but parallel to the building wall.
 - ii. A sign permit is required for a wall sign.
2. **Size Requirements**
 - i. The copy area or sign area, whichever is greater, of a wall sign shall not exceed fifty 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.

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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.

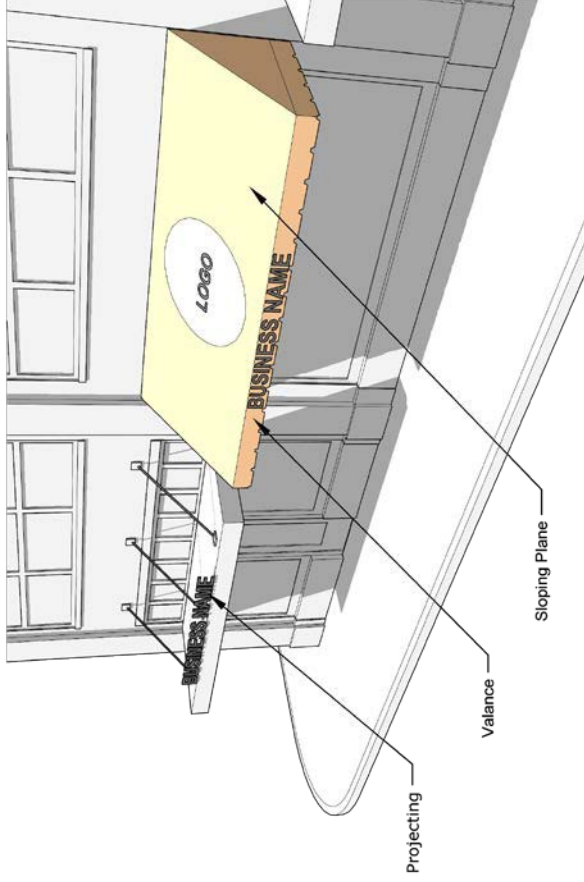
2. Size Requirements

- 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

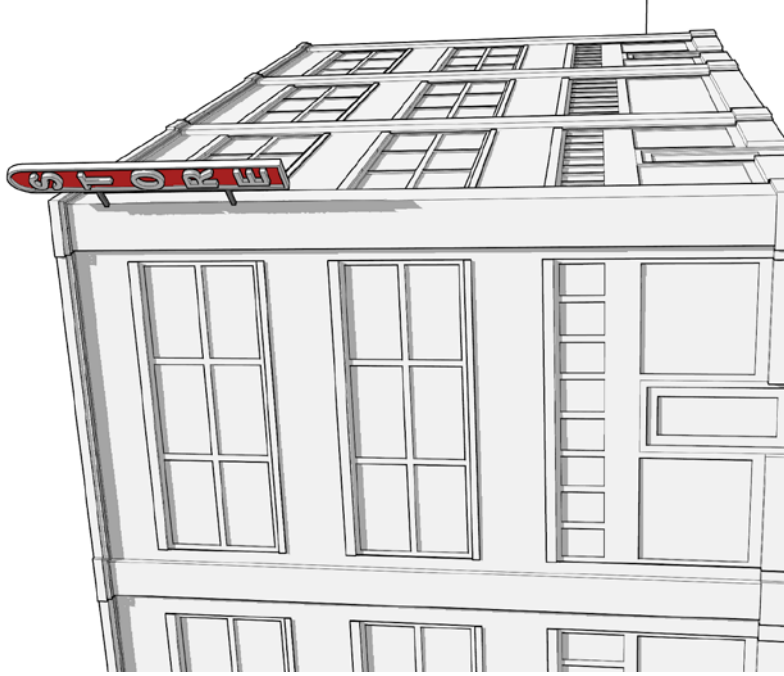


1. **Description**
 - i. An awning sign is a sign where lettering or logos are applied directly to any portion of an awning or gallery.
 - ii. A sign permit is required for an awning sign.
2. **Size Requirements**
 - i. Projecting:
 - a. The font height shall be a maximum of sixteen (16) inches.
 - b. 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**

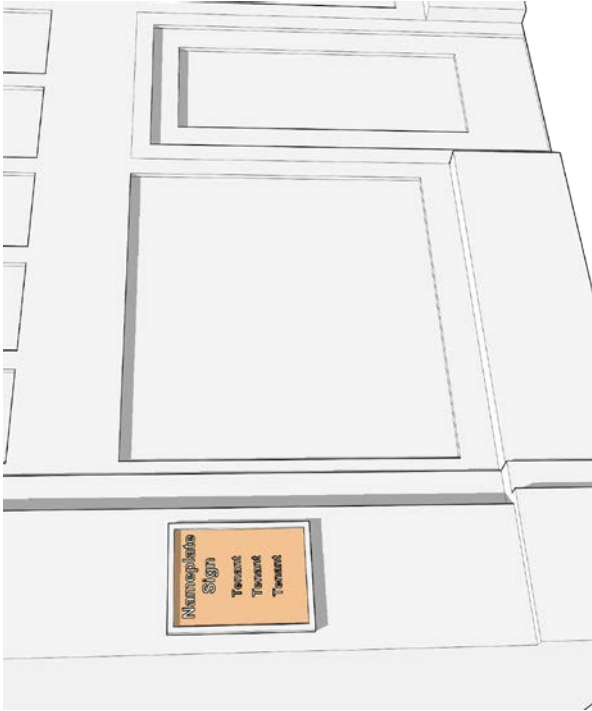
- i. A window sign is an on-premise sign attached to or parallel to the inside of a window and within thirty-six (36) inches of the surface of the window.
- ii. Window signs shall not interfere with the primary function of windows, which is to enable passersby and public safety personnel to see through 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

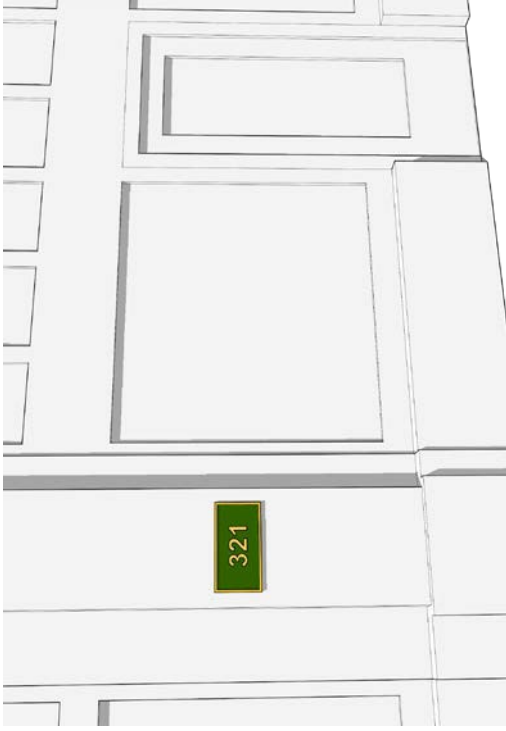


- 3. i. **Location**
A nameplate sign shall be placed on a wall adjacent to the entrance between four (4) and seven (7) feet above the walkway.
- 4. i. **Additional Standards**
This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.

- 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

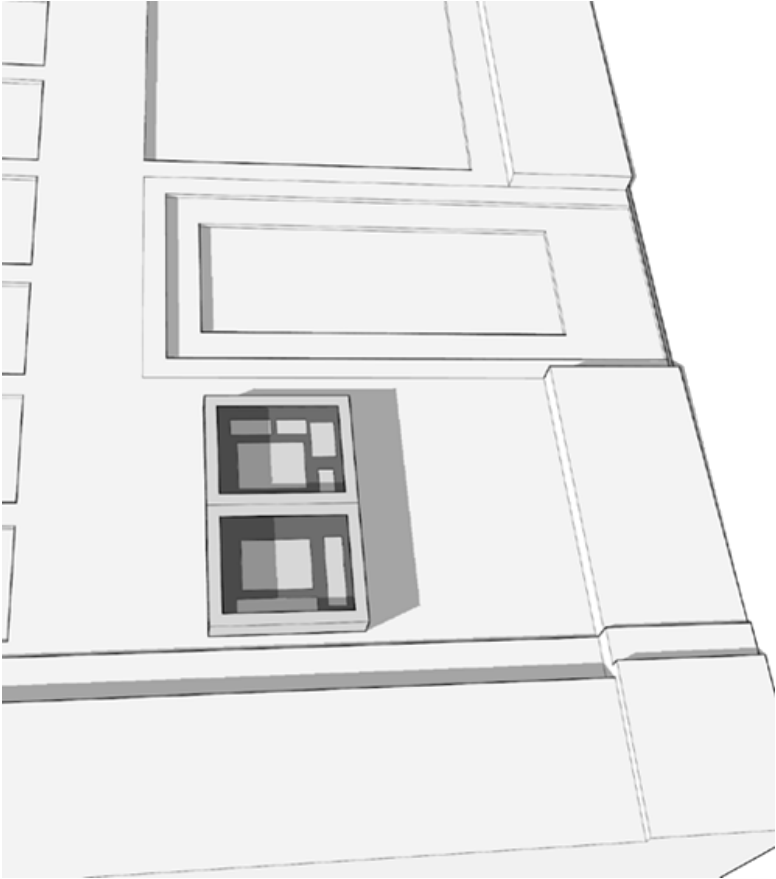
- i. The sign area of an address sign shall not exceed two (2) square feet in area.
- ii. The maximum width is twenty-four (24) inches.
- iii. The maximum height is twelve (12) inches.
- iv. The maximum depth is three (3) inches.
- v. The font height shall be a maximum of six (6) inches.

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**

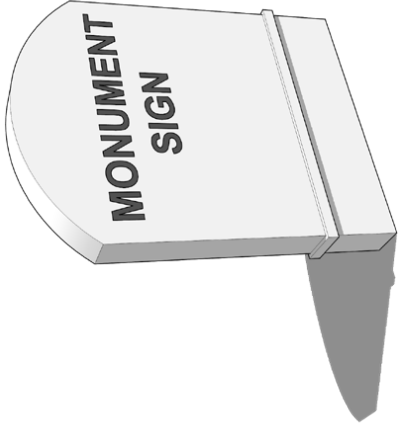
- i. An outdoor display case is a sign type that consists of a lockable metal or wood framed cabinet with a transparent window or windows, mounted onto a building wall or freestanding support. It allows the contents, such as menus, maps, or directories to be maintained and kept current.
- ii. A sign 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.

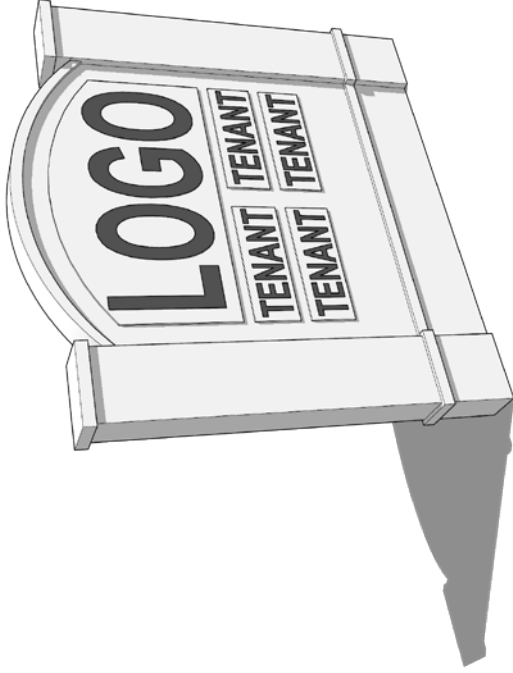
4. **Additional Standards**

- 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

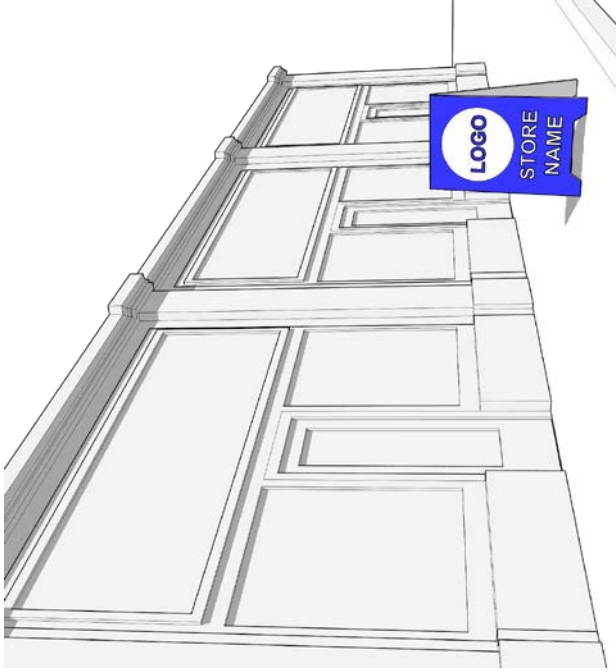
1. Temporary signs shall not be mounted, attached, affixed, installed, or otherwise secured in a manner that will make the sign a permanent sign.
2. No temporary sign shall be allowed to protrude above the roofline of a structure.
3. Temporary signs shall not be illuminated.
4. No temporary sign shall 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.

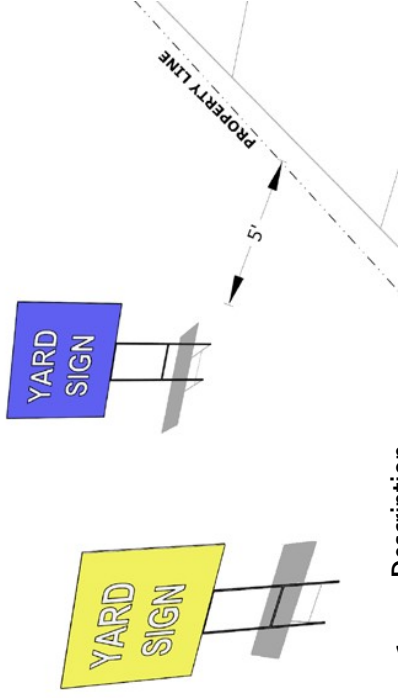
iii. Duration

- 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.

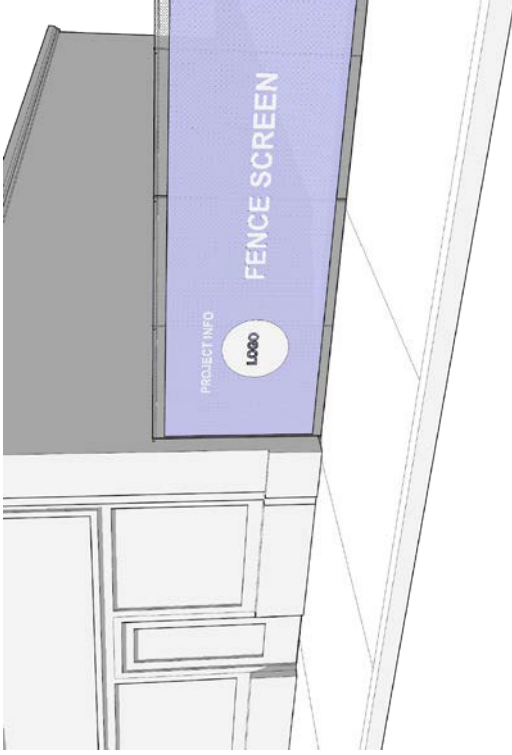
- b. No sign shall obstruct any walkway or public sidewalk.

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.

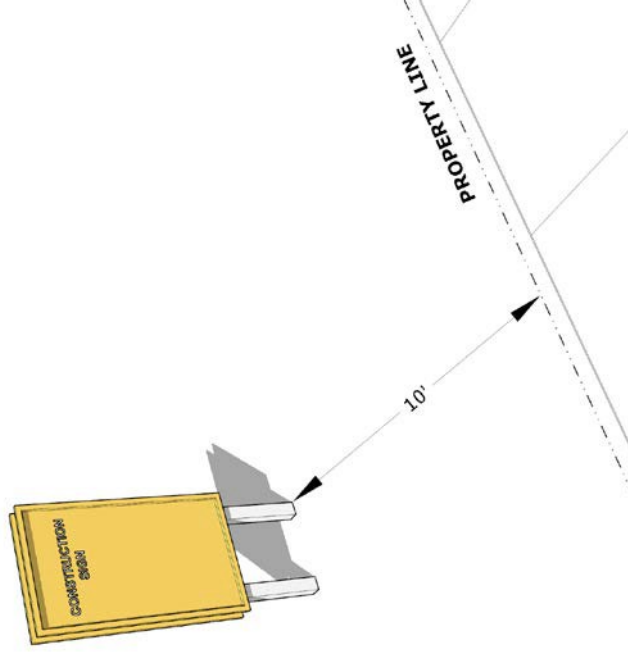
3. Location

- 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

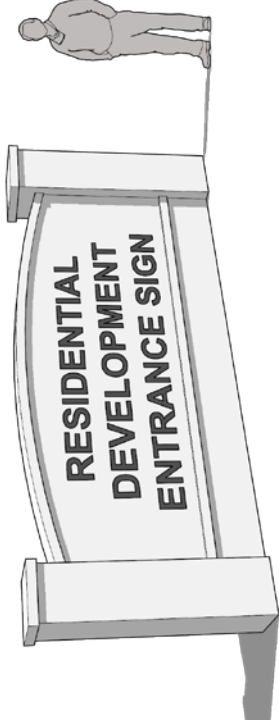


- b. No sign shall be placed within a sight triangle of a street or driveway.
- 3. **Nonresidential districts and mixed-use districts**
 - i. **Size Requirements**
 - a. The maximum sign size is thirty-two (32) square feet.
 - b. The maximum height is six (6) feet.
 - ii. **Location**
 - a. No sign shall 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

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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

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☐ Return Receipt (electronic)	\$0.00
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☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$7.38

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Starkville, MS 39759

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☐ Return Receipt (electronic)	\$0.00
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☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

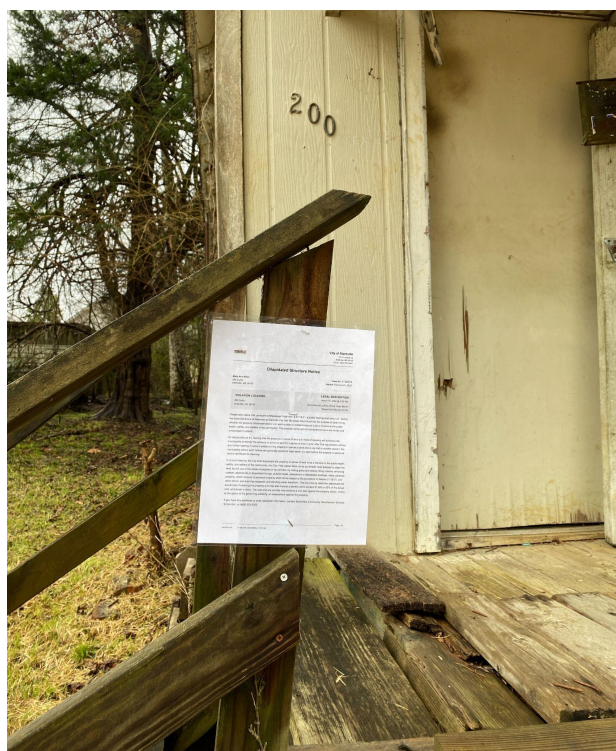
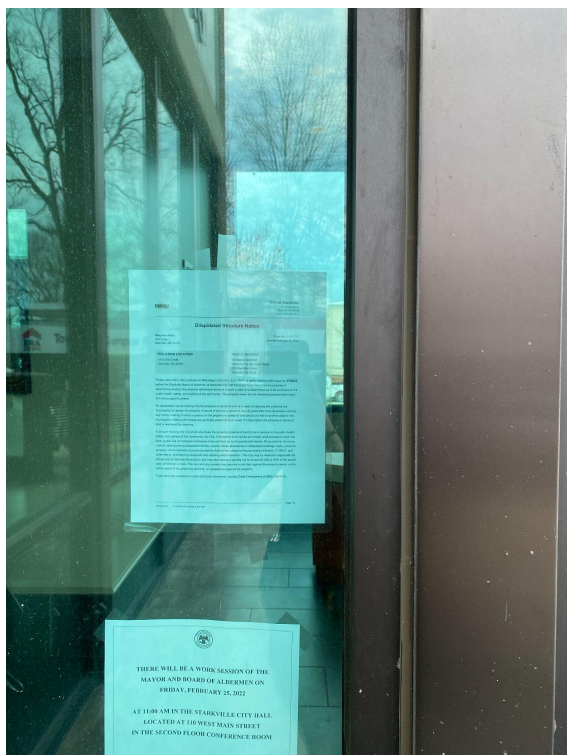
Postage \$0.58

Total Postage and Fees \$7.38

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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



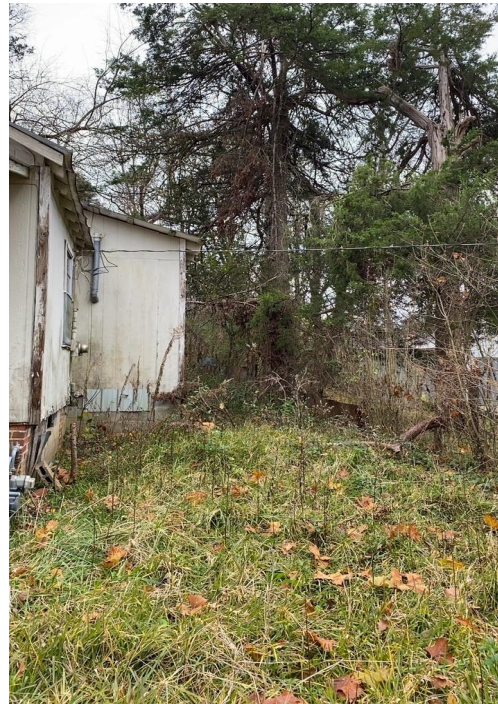
Front Porch



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

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
April 1, 2022**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, April 1, 2022 at 11:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderman Ben Carver, Alderman Sandra Sistrunk, Alderman Jeffery Rupp, Alderman Mike Brooks, Alderman Hamp Beatty and Aldermen Henry Vaughn. Attending the Board were Attorney Chris Latimer and Grants Coordinator Deputy Clerk Joanna McLaurin.

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

Brandon Doherty and David D'Aquila presented on the status of Cornerstone Park and the Programs for Parks and Recreation for the summer.

The Mayor and Board discussed items on the upcoming April 5, 2022 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

1. 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 Carver to enter into a Closed Session to determine if there is proper cause for Executive Session, the board voted as follows to enter into closed 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 Henry Vaughn, Sr.	Voted: Yea

Having received an affirmative majority vote, the Mayor declared the motion passed. The Board entered Closed Session.

2. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Rupp offered a motion to enter Executive Session for the purpose of discussing the job performance of an employee in the engineering department. Following a second by Alderman Carver, 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 Henry Vaughn, Sr.	Voted: Yea

Having received a super majority affirmative vote of three-fifths of members present, 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 an employee in the engineering department. At this time, the Board entered Executive Session.

3. CONSIDERATION OF A 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 Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2022.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN, DEPUTY CITY CLERK



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, APRIL 1, 2022**

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

The public and media are invited to attend.

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



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
APRIL 1, 2022
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY BRANDON DOHERTY AND DAVID D'AQUILLA ON THE STATUS OF CORNERSTONE PARK AND THE PROGRAMS FOR PARKS AND RECREATION FOR THE SUMMER.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE APRIL 5, 2022, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



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

AGENDA ITEM: MINUTES
AGENDA DATE: 4-19-22
PAGE: 1 of 61

SUBJECT: Request approval of the minutes of the April 5, 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 April 5, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
April 5, 2022**

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Sistrunk asked to add XI. I. 1. (Pyro Show contract) to consent.

There being no additional changes or objections, 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 Rupp offered a motion, duly seconded by Alderman Brooks, to approve the April 5, 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
REGULAR MEETING OF TUESDAY, APRIL 5, 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 MARCH 1, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

CONSIDERATION OF THE MINUTES OF THE MARCH 18, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

RAYFIELD EVINS, JR. – WATER ISSUES

YULANDA HADDIX – 2022 JUNETEENTH

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING TO EXTEND THE LEISURE AND RECREATION DISTRICT TO ADKERSON WAY AND COLLEGEVIEW AND THE COLLEGEVIEW DEVELOPMENT.

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCE PARKING AND MUNICODE ARTICLE XIII, STOPPING, STANDING AND PARKING; §106-391 ET SEQ.

B. CONSIDERATION OF ESTABLISHING AND MAINTAINING AN ACTIVE AND CONTINUING PROGRAM FOR MANAGEMENT OF MUNICIPAL RECORDS PER THE REQUIREMENTS OF §25-60-5 MISSISSIPPI CODE ANNOTATED (1972) AND COLLECT AN ADDITIONAL ONE DOLLAR PER DOCUMENT IN ACCORDANCE WITH THE LAW TO AID IN RECORDS MANAGEMENT PRACTICES.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR THE CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION NUMBER 22-01 FOR THE 2022 AIP PROJECT – RUNWAY AND PARALLEL TAXIWAY EXTENSION AND RELATED IMPROVEMENTS AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 22-06: A REQUEST FOR FINAL PLAT APPROVAL FOR “STARK CROSSING PHASE 4A” ON EUDORA WELTY IN A C ZONING DISTRICT.

2. CONSIDERATION OF COA 22-01: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR RENOVATIONS AT 500 GREENSBORO STREET.

3. CONSIDERATION OF COA 22-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR RENOVATIONS AT 603 GREENSBORO STREET.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 28, 2022 FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRANDON GLADNEY AS A CERTIFIED POLICE OFFICER.
2. REQUEST AUTHORIZATION TO HIRE DAMONTE HORSLEY AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE JAMES YARBROUGH AS A FOREMAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE ALEXIS ROBINSON AS A DEPUTY COURT CLERK.
5. REQUEST AUTHORIZATION TO HIRE KALEYAH RHODES AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE DNIJEE ROBINSON AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE EDWARD KEMP AS THE GENERAL MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT AND TRANSITION THE BUILD GRANT PROJECT TO THE ENGINEERING DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO EXECUTE A CONTRACT WITH PYRO SHOWS, INC., THE LOWER OF TWO QUOTES, AND A&M ENTERTAINMENT TO SUPPORT 4TH OF JULY ACTIVITIES.
2. CONSIDERATION TO ACCEPT THE LOWEST QUOTES FOR THE CORNERSTONE EQUIPMENT WHICH INCLUDES A TRAILER, COUNTERTOP OVEN, COUNTERTOP FRYER, AIR COMPRESSOR, SHELVING, AND ICE CREAM FREEZER NOT TO EXCEED \$35,000.00.
3. CONSIDERATION TO ACCEPT THE SOLE SOURCE BID FOR THE INSTALLATION MUSCO LIGHT TIMING SYSTEM FOR THE SPORTSPLEX FOR \$35,500.00 IN THAT THE SYSTEM IS THE SAME SYSTEM CURRENTLY BEING INSTALLED AT CORNERSTONE SPORTS PARK AND ONLY ONE COMPATIBLE WITH CIVICREC SOFTWARE CURRENTLY UTILIZED BY THE PARKS.
4. CONSIDERATION OF A MOU BETWEEN THE CITY OF STARKVILLE AND THE STARKVILLE CYCLING CLUB / TRI-COUNTY MOUNTAIN BIKING ASSOCIATION.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUESTS APPROVAL FOR USE OF THE CITY OF STARKVILLE WIRELESS COMMUNICATIONS FUND TO PURCHASE SIXTY (60) KENWOOD VP6430 700/800 MHZ PORTABLE RADIOS WITH SPEAKER AND CASE AT THE LOWER OF TWO QUOTES, BEING \$146,325.60, FROM COMSOUTH MISSION CRITICAL SOLUTIONS.
- b. REQUEST APPROVAL TO DECLARE VARIOUS LISTED SMALL ITEMS AS SURPLUS PROPERTY AND TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER OR TO BE SOLD AS SCRAP, PARTS OR SALVAGE.

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 AWARD FOR THE ELECTRIC DIVISION RIGHT OF WAY CLEARING SERVICE CONTRACT TO S & S LINE SERVICE, INC., THE LOW BIDDER.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM COLUMBUS FENCE COMPANY LLC TO INSTALL A FENCE AROUND THE ACADEMY/SOUTH MONTGOMERY WATER TREATMENT PLANT IN THE AMOUNT OF \$7,275.00.
3. REQUEST APPROVAL OF A 5-YEAR RENTAL OF A KONICA ALL-IN-ONE COPIER ON STATE CONTRACT FOR \$159.00 PER MONTH FROM JT RAY COMPANY.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FLUID PROCESS AND PUMPS LLC TO PURCHASE AN IMPELLER FOR A 60HP FAIRBANKS PUMP IN THE AMOUNT OF \$7,325.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

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

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

Consent items 2 – 27:

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 1, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 11, 2022 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE MARCH 18, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 18, 2022 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCE PARKING AND MUNICODE ARTICLE XIII, STOPPING, STANDING AND PARKING; §106-391 ET SEQ.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a public hearing to amend the parking ordinance to bring it up to date with current operations and to remove inconsistencies and provide for reference to a fee schedule” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF ESTABLISHING AND MAINTAINING AN ACTIVE AND CONTINUING PROGRAM FOR MANAGEMENT OF MUNICIPAL RECORDS PER THE REQUIREMENTS OF §25-60-5 MISSISSIPPI CODE ANNOTATED (1972) AND COLLECT AN ADDITIONAL ONE DOLLAR PER DOCUMENT IN ACCORDANCE WITH THE LAW TO AID IN RECORDS MANAGEMENT PRACTICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of establishing and maintaining an active and continuing program for management of municipal records per the requirements of §25-60-5 Mississippi Code Annotated (1972) and collect an additional one dollar per document in accordance with the law to aid in records management practices” is enumerated, this consent item is thereby approved.

**In the Matter of Establishing and Maintaining an Active and Continuing Program
for Management of Municipal Records**

WHEREAS, the Board of Aldermen of Starkville agree to participate with §25-60-1 *et. seq.* and the Mississippi Department of Archives and History by forming a program for the disposition of records based on administrative, legal, fiscal or historical value;

WHEREAS, the Board of Aldermen does further desire to assess a fee to be charged by any municipal official who accepts documents for filing as public records in the amount of \$1.00 for each document so filed and to direct that any official or employee collecting this fee shall follow the requirements of §25-60-5 Mississippi Code Annotated (1972) in the disposition of said funds.

Following discussion of this matter, Alderman Rupp moved and Alderman Brooks seconded a motion to implement a records management program as guided by §25-60-1 *et. seq.*, implement a schedule for the disposition of records based on administrative, legal, fiscal or historical value in conjunction with the Mississippi Department of Archives and History, and to further assess a fee of \$1.00 for each document filed with any municipal official or employee who accepts documents for filing as public records as provided for by §25-60-5 Mississippi Code Annotated (1972). The vote on said matter was as follows:

Alderman Ben Carver	Voted: aye
Alderman Sandra Sistrunk	Voted: aye
Alderman Jeffrey Rupp	Voted: aye
Alderman Mike Brooks	Voted: aye
Alderman Hamp Beatty	Voted: aye
Alderman Roy A'. Perkins	Voted: aye
Alderman Henry 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, April 5, 2022.

7. CONSIDERATION OF APPROVAL FOR THE CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION NUMBER 22-01 FOR THE 2022 AIP PROJECT – RUNWAY AND PARALLEL TAXIWAY EXTENSION AND RELATED IMPROVEMENTS AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the Clearwater Consultants, Inc. Work Authorization Number 22-01 for the 2022 AIP Project – Runway and Parallel Taxiway Extension and Related Improvements at George M. Bryan Field” is enumerated, this consent item is thereby approved. The work authorization follows this page.

8. CONSIDERATION OF FP 22-06: A REQUEST FOR FINAL PLAT APPROVAL FOR “STARK CROSSING PHASE 4A” ON EUDORA WELTY IN A C ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of FP 22-06: a request for Final Plat approval for “Stark Crossing Phase 4A” on Eudora Welty in a C zoning district” is enumerated, this consent item is thereby approved.

9. AUTHORIZATION OF COA 22-01: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR RENOVATIONS AT 500 GREENSBORO STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of COA 22-01: a request for a Certificate of Appropriateness for exterior renovations at 500 Greensboro Street” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF COA 22-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR RENOVATIONS AT 603 GREENSBORO STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of COA 22-02: a request for a Certificate of Appropriateness for exterior renovations at 603 Greensboro Street” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE BRANDON GLADNEY AS A CERTIFIED POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Brandon Gladney as a Certified Police Officer” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE DAMONTE HORSLEY AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Damonte Horsley as a Maintenance Worker in the Sanitation & Environmental Services Department.” is enumerated, this consent item is thereby approved.

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 22-01

2022 AIP Project – Runway and Parallel Taxiway Extension and Related Improvements

Project Identification No. 3-28-0068-027-2022

Date: April 7, 2022

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("Owner") and Clearwater Consultants, Inc. ("ENGINEER") dated September 6, 2017.

Scope of Services

The Engineer shall provide Professional Services for the 2022 AIP Project which shall be comprised of Runway Extension, Re-Alignment, Rehabilitation, Lighting, Drainage Improvements, Extension of Parallel Taxiway and related improvements. See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will be 270 days from receipt of the 2022 AIP Grant Agreement.

Compensation

1. Basic Services:

(a)	Grant Application, Close-Out, & Other Administrative	Lump Sum of	\$ 15,500
(b)	ALP Modification	Lump Sum of	\$ 10,500
(d)	Alternative Analysis, Project Design, Preparation of Construction Drawings, Technical Specifications, Contract Documents and FAA Review	Lump Sum of	\$ 478,000

2. Special Services: Budget for Special Services is as follows:

(a)	Topographic Survey, Geotechnical Investigation and Related	\$ 53,000
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Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit C.

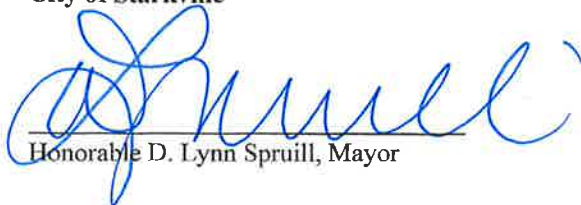
Agree as to Scope of Services, Time of Performance and Compensation:

WA-22-01
2022 AIP Project

A-1

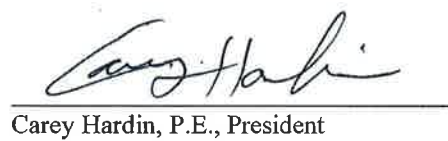
April 8, 2022

City of Starkville



Honorable D. Lynn Spruill, Mayor

Clearwater Consultants, Inc.



Carey Hardin, P.E., President

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 22-01

2022 AIP Project – Runway and Parallel Taxiway Extension and Related Improvements

PROJECT DESCRIPTION:

The OWNER intends to perform runway extension, re-alignment, rehabilitation, lighting, drainage improvements, extension of parallel taxiway and related improvements to George M. Bryan Field (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.
3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.
4. Prepare preliminary statement of probable construction cost for the project.
5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.

B. DESIGN PHASE: After written authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project. The most current version of the following design criteria and standard, as well as other applicable standards will be used during the design of the PROJECT:

- FAA AC 150/5300-13 Airport Design
- FAA AC 150/5370-10 Standard Specifications for Construction of Airports

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
2. Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.
3. Submit appropriate documents to state and federal agencies for approvals.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- D. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- E. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- F. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- G. Extra Work Required to Revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- H. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- I. Preparation of Disadvantaged Business Enterprise (DBE) Plans and/or Updates for existing DBE Plans, as required.

SECTION III – OWNER’S RESPONSIBILITIES

- A. Provide full information as to the requirements for the PROJECT.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.
- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.
- F. Access to the Site. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services.

SECTION IV – TITLE VI ASSURANCES

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest agree as follows:

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are hereinafter incorporated by reference and made a part of this contract.
- B. Non-Discrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.
- C. Solicitations for Subcontracts, Including Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, such potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts,

other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Non-Compliance. In the event of the ENGINEER's non-compliance with the non-discrimination provisions of this Agreement, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies; and/or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

- F. Incorporation of Provisions. The ENGINEER shall include the provisions of Paragraphs A through E of Section D.10. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER, and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

- G. DBE Assurances:

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
2. DBE Obligation. The ENGINEER agrees to ensure that DBE's participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The ENGINEER or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Clearwater Consultants, Inc.
Rate Schedule - 2021

Project Manager	\$ 165.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 125.00/Hour
CAD Draftsman	\$ 95.00/Hour
Field Technician III (RPR)	\$ 95.00/Hour
Field Technician II (RPR)	\$ 55.00/Hour
Clerical/Admin/Data Processing	\$ 55.00/Hour

Travel

Auto	\$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost

Other Direct Expenses

Actual Cost + 15%

13. CONSIDERATION TO HIRE JAMES YARBROUGH AS A FOREMAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire James Yarbrough as a Foreman in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE ALEXIS ROBINSON AS A DEPUTY COURT CLERK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Alexis Robinson as a Deputy Court Clerk” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE KALEYAH RHODES AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Kaleyah Rhodes as a Part Time Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE DNIJEE ROBINSON AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Dnijee Robinson as a Maintenance Worker in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE EDWARD KEMP AS THE GENERAL MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT AND TRANSITION THE BUILD GRANT PROJECT TO THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Edward Kemp as the General Manager in the Starkville Utilities Department and transition the BUILD Grant project to the Engineering Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO EXECUTE A CONTRACT WITH PYRO SHOWS, INC., THE LOWER OF TWO QUOTES OF \$13,500 AND A&M ENTERTAINMENT AT A COST OF \$4,020.00 TO SUPPORT 4TH OF JULY ACTIVITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a contract with Pyro Shows, Inc., the lower of two quotes, and A&M Entertainment to support 4th of July activities” is enumerated, this consent item is thereby approved. A copy of the contract follows this page.

Quotes received: Pyro Shows, Inc. - \$13,500.00 and Big Pop Fireworks - \$17,500.00
A&M Entertainment (music) - \$4,020.00



PYRO SHOWS, INC.
Contract Agreement

This Agreement made on **April 5, 2022** by and between **PYRO SHOWS, Inc., a Tennessee Corporation**, whose address is **115 N. 1st Street, LaFollette, Tennessee, 37766**, and hereinafter referred to as **"PYRO SHOWS"** and **City of Starkville** with its principal place of business located at **110 W Main St, Starkville, MS 39759** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **22 MS 07-04-C-13500-000148** dated **April 5, 2022**. The Show will be given on **July 4, 2022**. Rain date/postponement date: **No Rain Date Selected**.
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.



PYRO SHOWS, INC.
Contract Agreement

- VII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. ~~For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.~~
- IX. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- X. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XI. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint
- XII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. PAYMENT TERMS:** City of Starkville shall pay PYRO SHOWS \$ 13,500.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 13,500.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 6,750.00) upon return of signed contract by **May 5, 2022**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.



PYRO SHOWS, INC.
Contract Agreement

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ **DATE:** _____
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ **DATE:** _____
Signature Printed Name Title

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose.

19. CONSIDERATION TO ACCEPT THE LOWEST QUOTES FOR THE CORNERSTONE EQUIPMENT WHICH INCLUDES A TRAILER, COUNTERTOP OVEN, COUNTERTOP FRYER, AIR COMPRESSOR, SHELVING, AND ICE CREAM FREEZER NOT TO EXCEED \$35,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quotes for the Cornerstone equipment which includes a Trailer, Countertop Oven, Countertop Fryer, Air Compressor, Shelving, and Ice Cream Freezer not to exceed \$35,000.00” is enumerated, this consent item is thereby approved.

Oktibbeha County Coop

- 7 x 20 ft Trailer - \$4,800.00
Total: \$4,800.00

Culinary Depot

- (3) Countertop Ovens - \$6,974.00 per
Total: \$20,922.00

Globe Equipment

- (2) Countertop Fryers 32 lbs. - \$1,047.00 per
Total: \$2,094.00

Lowe's

- Air Compressor - \$1,999.00
Total: \$1,999.00

Uline

- (10) Industrial Steel Shelving - \$290.00 per
Total: \$2,900.00

WebstaurantStore

- (2) Ice Cream Freezer - \$769.00 per
- (2) Lock and Key - \$24.99 per
Total: \$1,587.98

20. CONSIDERATION TO ACCEPT THE SOLE SOURCE BID FOR THE INSTALLATION MUSCO LIGHT TIMING SYSTEM FOR THE SPORTSPLEX FOR \$35,500.00 IN THAT THE SYSTEM IS THE SAME SYSTEM CURRENTLY BEING INSTALLED AT CORNERSTONE SPORTS PARK AND ONLY ONE COMPATIBLE WITH CIVICREC SOFTWARE CURRENTLY UTILIZED BY THE PARKS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the sole source bid for the installation Musco Light timing system for the Sportsplex for \$35,500.00 in that the system is the same system currently being installed at Cornerstone Sports Park and only one compatible with CivicRec Software currently utilized by the Parks” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF A MOU BETWEEN THE CITY OF STARKVILLE AND THE STARKVILLE CYCLING CLUB / TRI-COUNTY MOUNTAIN BIKING ASSOCIATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a MOU between the City of Starkville and the Starkville Cycling Club / Tri-County Mountain Biking Association” is enumerated, this consent item is thereby approved. The MOU follows this page.

**Memorandum of Understanding
Between the City of Starkville, MS and Starkville Cycling Club / Tri-County Mountain
Biking Association (TCMBA)**

Background

Starkville Cycling Club is a local association of the Tri-County Mountain Biking Association, a Jackson, MS chapter of the International Mountain Biking Association (IMBA)/Southern Off-Road Bicycle Association (SORBA). Starkville Cycling Club (SCC) and TCMBA have a history of cooperation and partnership with the Cities of Ridgeland, Brandon, and Jackson, and with the National Forest Service. The goal of this cooperation was to promote the sport of mountain biking through the construction and maintenance of public mountain biking trails and infrastructure, and through the organization of cycling events that enhance tourism and outdoor recreational opportunities. Construction of outdoor facilities such as mountain bike trails is essential to the growth of our communities. Primitive trail systems diversify opportunities for exercise, sport, and access to nature, and are a relatively inexpensive way to create and contribute to a vibrant, attractive, and healthier community.

Statement of Mutual Benefits and Interests

The City of Starkville provides numerous avenues for outdoor recreation, but recent studies have shown that certain recreation opportunities could be improved. Among these is the need for more natural surface trails and cycling infrastructure. Due to the lack of State Parks and other similar facilities in Oktibbeha County, there are no public natural surface trails located within a fifteen-mile radius of the city. The closest trail is located in the Noxubee Wildlife Refuge and is not optimized for cycling or running and can be closed by Wildlife Management without public input. Longtime unofficial trails at the Research Park were recently closed to the public. Starkville Cycling Club and TCMBA have a history of providing volunteer labor and trail building expertise at five different trail systems and have recently completed a mile of machine-built trail for the Forest Service in the Tombigbee National Forest. Starkville Cycling utilizes sustainable trail building methods developed by IMBA. Volunteer trail design and construction labor provided by Starkville Cycling Club would be of public benefit to the city of Starkville and the public, while designation of city property for public trails would provide trail recreation opportunities to the club and the public.

Purpose

The purpose of this MOU is to establish a framework of cooperation upon which mutually beneficial work projects and bicycling activities may be planned and accomplished by the City of Starkville, Mississippi and Starkville Cycling Club (SCC) and the Tri-County Mountain Bike Association (TCMBA) Chapter of the International Mountain Bicycling Association (IMBA), working cooperatively on multiuse and cycling specific trail projects in the City of Starkville. Such programs, projects, and activities will complement the City of Starkville and are in the best interest of the public.

Introduction

The City of Starkville is responsible for natural resource management on multiple city-owned properties in the City of Starkville. All hiking and mountain biking opportunities fall under the direction of the City of Starkville.

City of Starkville (and parks management) shall:

1. Where appropriate, and in its sole discretion, work with Starkville Cycling Club to designate and make available suitable property for the construction and public use of single-use and multi-use natural surface trails (the "Facilities").
2. The Facilities shall remain the property of the City. Therefore, the City may enter the Facilities at any time during the period of this agreement for any reason as deemed necessary by the City.

3. Make available personnel and resources for the furtherance of this MOU, as it deems in its sole discretion, subject to applicable City laws, regulations, and management direction.
4. Within budget constraints and overall park maintenance, the City shall provide support for the upkeep and security of trailheads and parking areas serving the Facilities.
5. Acknowledge the time and efforts of SCC/TCMBA volunteers as an in-kind contribution to the City of Starkville approximately equal to, but not to exceed, the commercial value of such labor and services.
6. Reserve the right to plan, host, and schedule special events at the Facilities in an effort to help promote, encourage participation, and increase revenue whenever deemed necessary.
7. Notify in advance Starkville Cycling Club of any events, policy changes, or construction plans affecting the disposition of the trails.
8. Provide SCC information regarding lands available for trails to be constructed on City property.
9. Provide SCC guidance as to trail limits and other construction restrictions within JL King Park or other properties designated for trail construction.

SCC/TCMBA as an affiliate of the International Mountain Biking Association (IMBA) shall:

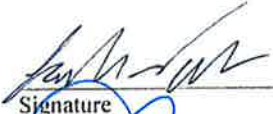
1. Provide technical assistance and volunteer labor for the construction of city-approved trails and mountain bicycling opportunities, including ongoing maintenance work and management suggestions and expertise.
2. Ensure that the design, construction, and maintenance of trails on any City of Starkville property will follow the standards in the International Mountain Bicycling Association book: *Trail Solutions, IMBA's Guide to Building Sweet Singletrack*, which provides techniques for sustainable trail development.
3. Closely coordinate all trail design and construction with the City of Starkville and park management before work begins.
4. Provide plans, sketches, comments, site visits, or other documentation for proposed trail construction projects (excluding routine maintenance work) and obtain written permission from the City for such work before commencement.
5. SCC will seek to discourage unapproved trail modifications through all practical means possible.
6. Encourage its members to work with City officials to identify and discuss opportunities for cooperative work on mutually beneficial projects or activities.
7. SCC/TCMBA shall defend, indemnify and hold harmless the City, its officers, agents and employees and others associated with the City, of and from any and all claims, damages, expenses, liability, and/or judgments asserted against the City, its officers, agents and employees and others associated with the City, arising out of the actions or inactions of SCC/TCMBA, its members, volunteers, contractors, vendors or others in relation to any activity undertaken in furtherance of performance under this MOU.
8. SCC/TCMBA 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 any activity undertaken in furtherance of performance under this MOU, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.
9. The design, construction, and maintenance of Facilities shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures, and applicable industry standards.
10. SCC/TCMBA shall provide Starkville with proof of insurance coverage for injuries to persons or damages to property that may arise from or in connection with any activity undertaken by SCC/TCMBA, its members, volunteers, contractors, and vendors or others in furtherance of performance under this MOU. Such coverage shall include: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. This insurance must name Starkville as an additional insured under the policy and contain a waiver of subrogation in favor of Starkville. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. SCC/TCMBA's insurance coverage shall be primary insurance with respect to Starkville, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by Starkville, its officials, agents,

employees, or volunteers shall be considered secondary and in excess of SCC/TCMBA's insurance & shall not contribute to it. This Agreement shall not become effective until SCC/TCMBA presents the City with a Certificate of Insurance consistent with these requirements, and that Certificate is reviewed and approved by the City Attorney.

It is mutually agreed and understood by and between said parties that:

1. This MOU does not create any obligation for either party to provide funding or fiscal support. Any endeavor involving reimbursement or contribution of funds shall be mutually agreed upon in writing between the parties to this MOU and shall comply with applicable laws, regulations, and procedures. Any such endeavors shall be memorialized in separate agreements that shall be made in writing by representatives of the parties.
2. This MOU may be modified or amended upon written consent of both parties or may be terminated with 60-day written notice of either party.
3. Nothing in this memorandum shall obligate the City of Starkville to expend appropriations, provide in-kind services, or to enter into any contract or other obligation.
4. No property or control of property has or will be transferred to any party, person, or entity as a result of this
5. agreement.
6. All Facilities once constructed will be open for use by the general public.
7. A third-party beneficiary relationship has not been created by this MOU.
8. The principal contacts for this agreement are:

Landon Voller, President
Starkville Cycling Club / Board
& Board Member Tri-County Mountain Bike Club

	<u>3/14/2022</u>
Signature	Date
	
Signature	Date
	<u>3-7-22</u>
Signature	Date

Lynn Spruill, Mayor
City of Starkville, Mississippi

Chris Wise, President
Tri-County Mountain Biking Association

22. CONSIDERATION FOR USE OF THE CITY OF STARKVILLE WIRELESS COMMUNICATIONS FUND TO PURCHASE SIXTY (60) KENWOOD VP6430 700/800 MHZ PORTABLE RADIOS WITH SPEAKERS, CHARGERS, CASES AND OTHER NECESSARY ATTACHMENTS AND PROGRAMMING AT THE LOWER OF TWO QUOTES, BEING \$146,325.60, FROM COMSOUTH MISSION CRITICAL SOLUTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of use of the City of Starkville Wireless Communications fund to purchase (60) Kenwood VP6430 700/800 MHz Portable Radios with speakers, chargers, cases and other necessary attachments and programming at the lowest of two quotes from Comsouth Mission Critical Solutions, being \$146,325.60 to replace the aging primary portable hand-held systems for patrol officers” is enumerated, this consent item is thereby approved.

Quotes received: Comsouth - \$146,325.60 and Central MS Communications - \$184,118.40

23. CONSIDERATION TO DECLARE VARIOUS LISTED SMALL ITEMS AS SURPLUS PROPERTY AND TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER OR TO BE SOLD AS SCRAP, PARTS OR SALVAGE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare various listed small items as surplus property and to be sold on GovDeals.com to the best or highest bidder or to be sold as scrap, parts or salvage” is enumerated, this consent item is thereby approved.

- (6) Pro Guard Cages for 2000 model Ford Crown Victoria
- (2) Pro Guard Cages for 2013 model Ford Taurus
- (3) Setina Front Push Bumpers for 2000 model Ford vehicles
- (2) Vector Federal Lightbars for 2013 Ford Taurus
- (15) Vista STL Lightbars for 2000 Ford Crown Victoria
- (6) Argen S2 Federal Blue Lights for 2000 Ford Crown Victoria
- (1) Valor Federal Signal Blue Light for 2000 Ford Crown Victoria

24. CONSIDERATION OF AWARD FOR THE ELECTRIC DIVISION RIGHT OF WAY CLEARING SERVICE CONTRACT TO S & S LINE SERVICE, INC., THE LOW BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to award the Starkville Utilities Electric Line Right-of-Way clearing service contract to S&S Line Service Inc” is enumerated, this consent item is thereby approved. The contract follows this page.

ADDENDUM NO. 1

DATE: **March 10, 2022**

PROJECT TITLE: **Electric Line Right-of-Way Clearing Services**

PROJECT NUMBER: **101E3138**

OWNER: **City of Starkville Utilities**

TO: **Prospective Bidders**

This Addendum forms a part of the Contract Documents and modifies the February 3, 2022 Issued for Bid documents with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

ADDENDUM TABLE OF CONTENTS:

This Addendum consists of one (1) page and one (1) attachment as follows:

1. Specifications & Proposal for Electric Line Right-of-Way Clearing Services.

SPECIFICATION CHANGES:

SPECIFICATIONS & PROPOSAL FOR ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES.

1. *Replace existing specification in its entirety with the attached revised specification, revised to March 10, 2022.*

Explanation: *Revised proposal to add fuel adjustment rate for equipment so that the hourly rate can be escalated/de-escalated on a monthly basis.*



ADDENDUM NO. 2

DATE: March 23, 2022

PROJECT TITLE: Electric Line Right-of-Way Clearing Services

PROJECT NUMBER: 101E3138

OWNER: City of Starkville Utilities

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the February 3, 2022 Issued for Bid documents with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

ADDENDUM TABLE OF CONTENTS:

This Addendum consists of one (1) page.

SPECIFICATION CHANGES:

INSTRUCTION TO BIDDERS.

1. *Replace paragraph titled SUBMITTAL OF ELECTRONIC BIDS on the first page of Instruction to Bidders with the following:*

Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

Explanation: Deleted sentence indicating a bid bond is required for electronic bids.



Specifications & Proposal For Electric Line Right-of-Way Line Clearing Services

March 10, 2022



Prepared for:

City of Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760

Prepared by:

Atwell & Gent, P.A.
Consulting Engineers
309 University Drive
Starkville, MS 39759



03/10/2022

A&G Job No.: 101E3138

ADVERTISEMENT FOR BIDS CITY OF STARKVILLE

Notice is hereby given that the City of Starkville will receive sealed bids for **Electric Line Right-of-Way Clearing Services** in Starkville, Mississippi.

Bids will be received at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be submitted online at www.cityofstarkvilleplans.org, or can be emailed to bids@cityofstarkville.org by 2:00 P.M. local time on March 29, 2022 at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

CONTRACT DOCUMENTS: Contract documents may be obtained online at www.cityofstarkvilleplans.org or by emailing Jeff Atwell with Atwell & Gent, P.A. at jatwell@atwellandgent.com.

SUBMITTAL OF SEALED PROPOSAL: Each proposal must be submitted in duplicate in accordance with the instructions to bidders which are bound in the Project Manual. The Owner reserves the right to waive irregularities and to reject any or all proposals.

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

No bid shall be withdrawn after the scheduled date and time of the beginning of the bidding event without the written consent of the City of Starkville. Within the limitations of Mississippi State Purchasing Law, the City of Starkville reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City of Starkville.

The bid opening will be held in the City Clerk Conference Room on the 1st floor of City Hall. Interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Lesa Hardin, City Clerk

Dates of Advertisement:

February 25, 2022

March 4, 2022

Starkville Daily News

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STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

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INSTRUCTION TO BIDDERS

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

Electronic bids shall be submitted or can be submitted online at www.cityofstarkvilleplans.org, or can be emailed to bids@cityofstarkville.org. Refer to the advertisement for bids.

SUBMITTAL OF HARD COPY BIDS: Bids that are sent by mail, courier service or hand delivered shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: STARKVILLE UTILITIES

BIDDER: S & S Line Service, inc.

ADDRESS: PO Box 485, Laurel, MS 39441

BID DUE: REFER TO ADVERTISEMENT FOR BIDS

Bids that are sent by mail or by parcel delivery service should be addressed to:

Lesa Hardin, City Clerk
City of Starkville
City Hall, 110 West Main St.
Starkville, Mississippi 39759

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Note – electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

The Engineer for this project is:

Atwell & Gent, P.A.
P.O. Box 2558
Starkville, Mississippi 39760-2558
Telephone (662) 324-5658

The Engineer will represent the Owner in all matters pertaining to this project, including but not limited to, answering technical questions of prospective bidders and recommendations of lowest and best bid.

Submit all questions about the specifications to the Engineer, in writing. Replies will be issued to all prospective Bidders of Record. Neither the Engineer nor the Owner will be responsible for oral clarifications.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of labor being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor being proposed.

Bidder shall insert regular base hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of equipment being proposed. Equipment hourly rates shall be based upon an assumed cost of \$4.75 per gallon for diesel fuel. Bidder shall provide fuel adjustment rates for each piece of equipment based upon a \$1.00/per gallon change in diesel fuel costs. Equipment hourly billing rates will be calculated using the base hourly rate plus the prorated fuel adjustment rate.

The regular-hours and after-hours emergency storm restoration labor rates, equipment rates, and fuel adjustment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and after-hours emergency storm restoration labor rates, equipment rates, and fuel cost adjustment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER, in accordance with these specifications and terms and conditions hereinafter.

Starkville Utilities intends to evaluate this proposal based on the utilization of a four person right-of-way clearing crew, as required from time to time by Starkville Utilities, with the following personnel and equipment shown below:

Labor:

1 Each..... Working Supervisor
1 Each..... Working Foreman
1 Each..... Trimmer
1 Each..... Groundman

Equipment:

1 Each..... Bucket Truck
1 Each..... Chipper Truck
1 Each..... Pickup Truck
1 Each..... Chipper
1 Lot..... Saws as Required

Bidders shall complete the Bid Proposal Form in this specification and shall submit Bid Proposal Form to the Owner at the time that the Bids are due. Bidders taking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid

Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Starkville Utilities will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Starkville Utilities retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

PROPOSAL FORM

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

TO: Lesa Hardin, City Clerk
Office of the Mayor, City Hall
City Hall, 110 West Main St.
Starkville, Mississippi 39759

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Starkville Utilities, dated March 10, 2022, and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No. 1 Dated March 10, 2022

Addendum No. 2 Dated March 23, 2022

The CONTRACTOR hereby proposes to provide to Starkville Utilities (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Starkville, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc. .

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u>
Working Supervisor	\$ <u>25.80</u>	\$ <u>38.70</u>
Working Foreman	\$ <u>23.69</u>	\$ <u>35.54</u>
Trimmer	\$ <u>20.34</u>	\$ <u>30.51</u>
Groundman	\$ <u>17.33</u>	\$ <u>26.00</u>

2. BASIS OF CHARGES: REQUIRED EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of-Way Line Clearing Services shall also be included in equipment rates.

<u>Classification</u>	<u>Base Rate per Hour</u>	<u>Fuel Adjustment Rate per Hour (Note #1)</u>
Bucket Truck	\$ <u>18.45</u>	\$ <u>+(-) \$1.00/hr</u>
Chipper Truck	\$ <u>9.17</u>	\$ <u>+(-) \$1.00/hr</u>
Pickup Truck	\$ <u>9.01</u>	\$ <u>+(-) \$0.00/hr</u>
Chipper	\$ <u>6.43</u>	\$ <u>+(-) \$1.00/hr</u>
Power Saw	\$ <u>1.30</u>	\$ <u>+(-) \$0.00/hr</u>
Tractor and Bush Hog	\$ <u>18.58</u>	\$ <u>+(-) \$1.00/hr</u>

Note #1: Fuel adjustment rate is based upon a \$1.00/per gallon change in diesel fuel costs above or below assumed cost of \$4.75 per gallon; e.g. if diesel fuel costs goes up \$0.50 per gallon, fuel equipment would be billed per hour at the sum of Base Rate plus prorated amount of Fuel Adjustment Rate (50% of Fuel Adjustment Rate for \$0.50 change in this example).

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

<u>Equipment</u>	<u>Base Rate per Hour</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counter-proposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

CONTRACTOR

BY: Stacy Carson

TITLE: President

COMPANY: S&S Line Service, inc

ADDRESS: PO Box 485, Laurel, MS 39441

TELEPHONE NO.: 601-649-9898

DATE SIGNED: March 28, 2022

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the 28th of March, 2022 between the Owner:

City of Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39670-0927

and the Contractor:

The Contractor is a (check and complete one of the following):

X Corporation solely organized and existing under the laws of the State of MS and
having its principal office in:

Laurel, Jones, Mississippi
(City) (County) (State)

 Partnership of the following (List all Partners)

 Partnership of the following (Sole Proprietorship)

The Contractor's taxpayer identification number is 64-0852073.

THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the Owner's electric service area.

**THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN SECTIONS 1
THROUGH 17, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:**

SECTION 1 CONTRACTED WORK

1.1 SCOPE OF WORK

- A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

- A. Tree trimming and pruning shall be performed in accordance with modern arboricultural standards. Drop-crotching, directional trimming and "collar" cuts will be utilized at all times except where mechanical tree saws are used, to minimize stubbing, round-overs and flat top trimming practices.
- B. Tree trimming and pruning shall be performed in accordance with modern arboricultural standards. Drop-crotching, directional trimming, and "collar" will be utilized at all times except where mechanical tree saws are used, to minimize stubbing, round-over, and flat top trimming practices.
- C. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- D. Recommended Minimum Tree Clearances from Distribution Primary Conductors:

Rate of Growth	Clearance*	Example Tree Species
Slow	6'	Southern Magnolia, Conifers, Live Oak, Eastern Red Cedar
Moderate	8'	Hickory, Black Cherry, Pecan, Maple, Ash
Fast	10'	Hackberry or Sugarberry, Sweet Gum, Ash, Elm, Sycamore, Willow, Chinese Tallow, Amore

*These are recommended minimal clearances only. Acceptable minimal clearances will be to previous trim line (distance obtained last cycle).

- E. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.
- F. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

2.2 TREE REMOVAL

- A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.
- B. Removal Criteria shall be as follows:
 - 1. Undesirable fast-growing tree species.
 - 2. Trees which cannot be economically re-trimmed because of rapid re-growth.
 - 3. Trees which are left unsightly because of excess trimming.
 - 4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
 - 5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
 - 6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- E. Stumps that are capable of re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
 - 1. Owner's overhead lines are not directly involved.

2. Low growing trees or shrubs that cause little interference with electric service.
3. A service line is the only line involved.

2.3 WOOD WASTE DISPOSAL

- A. Brush and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

- A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.
- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.
- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of

OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to at all times enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.
- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.
- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

- A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not

relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees, but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

- A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of two (2) years and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial two (2) year term, this agreement may be extended a maximum of two (2) additional one (1) year periods when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.
- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such

termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.

- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 INSURANCE

- A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:
 - 1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of motor vehicle;
 7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.
- B. The Contractor's limits of liability shall be written for not less than the following:
1. GENERAL LIABILITY:

Commercial General Liability	
General Aggregate.....	\$2,000,000 Aggregate
Products & Completed Operations.....	\$2,000,000 Aggregate
Personal & Advertising Injury.....	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage.....	\$1,000,000 Per Occurrence
Fire Damage Liability	\$50,000 Per Occurrence
Medical Expense	\$5,000 Per Occurrence
 2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage	\$1,000,000 Aggregate
Bodily Injury & Property Damage	\$500,000 Per Occurrence
 3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage	\$ 500,000 Per Occurrence
---------------------------------------	---------------------------

(Combined Single Limit)

Contractor Insurance Option Number 2:

Bodily Injury	\$250,000 Per Person
Bodily Injury	\$500,000 Per Accident
Property Damage.....	\$100,000 Per Occurrence
 4. EXCESS LIABILITY:

Bodily Injury & Property Damage	\$1,000,000 Aggregate
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(Combined Single Limit)
 5. WORKERS' COMPENSATION:

As required by Statute
 6. EMPLOYERS' LIABILITY

Accident.....	\$100,000 Per Occurrence
Disease.....	\$500,000 Policy Limit
Disease.....	\$100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverage's are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

- 10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.
- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

SECTION 11 SUBROGATION

- 11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- 12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage

or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

- A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Supervisor	\$25.80	\$38.70
Foreman	\$23.69	\$35.54
Trimmer	\$20.34	\$30.51
Groundman	\$17.33	\$26.00

EQUIPMENT	HOURLY RATE PER VEHICLE ("BASE RATE")	FUEL COST ADJUSTMENT RATE (BASED UPON \$1.00/GALLON CHANGE IN FUEL COST)
Bucket Truck	\$18.45	+(-) \$1.00/hr
Chipper Truck	\$9.17	+(-) \$1.00/hr
Pick-up Truck	\$9.01	\$0.00
Chipper	\$6.43	+(-) \$1.00/hr
Power Saw	\$1.30	\$0.00
Tractor & Bush Hog	\$18.58	+(-) \$1.00/hr

- B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base.

The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

13.2 FUEL COST ADJUSTMENTS

- A. The parties acknowledge that it is difficult to project the future cost of fuel during the Term of this Agreement. Accordingly, the parties agree to adjust the equipment hourly rates to reflect an increase or decrease in the cost of fuel based upon:
1. Contractor's initial bid hourly rates for equipment ("BASE RATE") based upon diesel fuel cost of \$4.75 per gallon; and,
 2. Contractor's submitted escalation/de-escalation cost in dollars ("ADJUSTMENT RATE") for each \$1.00 per gallon change in diesel fuel cost; prorated based upon actual costs increase or decrease,
 3. Monthly fuel adjustments based on the price index by the EIA for the southeast region for the most recent month.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Invoices shall be delivered to the owner by the 18th day of the month in order to be approved for payment the following month. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
1. Labor and equipment types with associated hours
 2. Number of trees trimmed
 3. Number of trees removed by diameter class
 4. Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 16 NO WAIVER

16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach. No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

CITY OF STARKVILLE UTILITIES

ATTEST:

SIGNATURE: _____

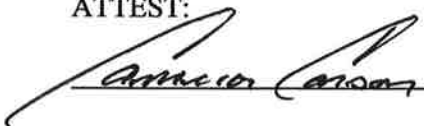
NAME: _____

TITLE: _____

DATE: _____

CONTRACTOR

ATTEST:

 _____

SIGNATURE:  _____

NAME: Stacy Carson

TITLE: President

DATE: March 28, 2022

State of Mississippi

BOARD OF CONTRACTORS

S & S LINE SERVICES, INC.

POST OFFICE BOX 485

LAUREL, MS 39441

ACTIVE

is duly registered and entitled to perform

1) CLEARING, GRUBBING, SNAGGING 2) RIGHT OF WAY TRIMMING

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2024



CERTIFICATE OF RESPONSIBILITY

No. 10619-SC

Expires Oct. 8, 2022

Joel A. Canell

CHAIRMAN OF THE BOARD

25. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM COLUMBUS FENCE COMPANY LLC TO INSTALL A FENCE AROUND THE ACADEMY/SOUTH MONTGOMERY WATER TREATMENT PLANT IN THE AMOUNT OF \$7,275.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Columbus Fence Company LLC to install a fence around the Academy/South Montgomery water treatment plant in the amount of \$7,275.00” is enumerated, this consent item is thereby approved.

Quotes received: Columbus - \$7,275.00 and Bryce Morgan -\$9,200.00

26. CONSIDERATION OF A 5-YEAR RENTAL OF A KONICA ALL-IN-ONE COPIER ON STATE CONTRACT FOR \$159.00 PER MONTH FROM JT RAY COMPANY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a 5-year rental of a Konica all-in-one copier on state contract for \$159.00 per month from JT Ray Company” is enumerated, this consent item is thereby approved. The rental agreement follows this page.

27. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FLUID PROCESS AND PUMPS LLC TO PURCHASE AN IMPELLER FOR A 60HP FAIRBANKS PUMP IN THE AMOUNT OF \$7,325.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the April 5, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Fluid Process and Pumps LLC to purchase an impeller for a 60hp Fairbanks pump in the amount of \$7,325.00” is enumerated, this consent item is thereby approved.

2 Quotes Received: Fluid Process - \$7,325.00 and Electric Motors - \$9,950.00



2022 US 45, Suite C
Columbus, MS 39705
Phone: (662) 842-9410
Fax: (662) 842-9467
www.jtrayco.com

Date	3/24/2022
Customer	Starkville City of Starkville Utilities
Contact	Joel Clements Jr. IT Director
Email	joel.clements@cityofstarkville.org
Phone	662-323-2525/662-418-0814
Location	605 Hwy 182 East, Starkville, MS 39759

Equipment

Konica Minolta bh C360i

36 pages per minute Color Print/Copy
Dual Scan Document Feeder (200 originals per minute)
PC-416 Paper Feed Drawer (2500 sheets Letter only)
Line Monitor/Surge Protector
System Memory 8 GB
Solid State Drive 256 GB (standard)
Network Printing
BANNER PRINTING (11.69" X 47.24")
Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan-to-HDD
Scan and print to usb
2-500 sheet paper trays (standard)
1 ea 100 sheet bypass tray

36 Month Rental	48 Month Rental	60 Month Rental
\$229.00	\$189.00	\$159.00

20KA12760 State of Mississippi 8200050619 Contract

Service/Maintenance Contract

Full Service includes all parts, labor, and supplies except paper and staples. \$0.0099 per black and white impression and \$0.0650 per color impression.

JT Ray Co. Rep	William Sullivan	Email:	williamsullivan@jtrayco.com
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RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between The City of Starkville (hereinafter referred to as Customer), and JT Ray Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the

equipment and to a telephone for local or toll free calls.

- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

- 6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

- 7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

- A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.
 - 1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
 - 2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which

was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:
 - A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
 - B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
 - C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.
12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:
 - A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name William Sullivan
Title ACCOUNT EXECUTIVE
Address 2022 US 45 SUITE C
City, State, & Zip Code COLUMBUS, MS 39705

For the Customer:

Name Lynn Spruill
Title Mayor
Address 110 West Main Street
City, State, & Zip Code Starkville, MS 39759

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to compl

with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.
28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.
29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.
30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to

the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050619

Vendor Company Name: IT RAY COMPANY

Customer Agency Name: The City of Starkville, Starkville Utilities

Bill to Address: 200 North Lafayette

Ship to Address: 605 Hwy 182 East, Starkville, MS 39759

Description of Equipment, Software, or Services

Price

\$189.00

48 MONTH FMV LEASE FOR KONICA MINOLTA bh
C360i, DF-714, PC-416, SURGE PROTECTOR

Delivery Schedule and Installation Date:

Rental Term: 48 MONTHS

Start Date: 4/13/2022

End Date: 4/12/2026

Modifications: FULL SERVICE CONTRACT - \$0.0099 PER BLACK AND WHITE IMPRESSION
AND \$0.0650 PER COLOR IMPRESSION. INCLUDES ALL PARTS, LABOR, AND SUPPLIES
(TONER, DRUM, ETC.) DOES NOT INCLUDE PAPER AND STAPLES.

Vendor Signature



Customer Signature

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

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

Vendor: IT Ray Company

By: _____
Authorized Signature

Printed Name: William Sullivan

Title: Account Executive

WITNESS:

Witness my signature this the 5th day of April, 2022.

Customer: The City of Starkville

By:  _____
Authorized Signature

Printed Name: Lynn Spruill

Title: Mayor

WITNESS:

 _____

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted that the State has renewed the 2% funding request by the City of Starkville.

BOARD OF ALDERMEN COMMENTS:

Aldermen Brooks noted Park Mobile parking app had been in use for three weeks and he had not heard of any major problems with the usage.

28. MOTION TO AMEND THE AGENDA AND CONSIDER EXTENDING TRASH BAG CUSTOMER PICK UP UNTIL THE END OF DAY ON FRIDAY, APRIL 29.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, for the Board of Aldermen to amend the agenda and extend trash bag customer pick up until the end of day on Friday, April 29, 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.

Alderman Vaughn thanked the Sanitation Department for the kindness the employees show children along the routes by waving and blowing of the horn.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, appreciated the civil defense sirens during a recent tornado warning. He also thanked the City for camera usage to keep citizens safe.

Kayla Williams of the Mayor's Youth Council thanked the officials for their support and noted the council will be hosting a bus driver breakfast on April 27.

Willard Thomas asked that the City look at Thomas Street near the Post Office and see if a street sign can be placed there.

PUBLIC APPEARANCES:

RAYFIELD EVINS, JR. – WATER ISSUES

Mr. Evins asked that the City contact C'Spire about a trench cut through his yard which is collecting water. He stated he had been unsuccessful contacting someone with C'Spire that could solve the issue and hoped the City could expedite a solution.

YULANDA HADDIX – 2022 JUNETEENTH

Ms Haddix along with Frank Nichols asked the City for assistance with the upcoming five-day event in June. They discussed various events that are being planned and that they had applied for special event permits. Their goal is to have city wide participation.

PUBLIC HEARING:

FIRST PUBLIC HEARING TO EXTEND THE LEISURE AND RECREATION DISTRICT TO ADKERSON WAY AND COLLEGEVIEW AND THE COLLEGEVIEW DEVELOPMENT.

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

29. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 28, 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	\$ 458,178.94
Restricted Police Fund	002	357.50
Airport Fund	015	528,367.74
Sanitation	022	57,911.53
Computer Assessments	107	175.00
Industrial Park Bond	303	63,169.26
Park and Rec Tourism	375	19,837.30
Park Bond - 2020	380	686,112.82
Payroll	681	7,955.60
Sub Total Before Utilities		\$ 1,822,065.69
Utilities Dept.	SED	517,422.04
Total Claims	Total	\$ 2,339,487.73

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until April 19, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

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

Attest:

D. LYNN SPRUILL, MAYOR

(SEAL)

LESA HARDIN, CITY CLERK



4/19/22
5:30pm

THE CITY OF STARKVILLE

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

REQUEST FOR PUBLIC APPEARANCE

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

I, Ellis Ann Jackson (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Miss Hospitality page

Contact Information:

Name: Ellis Ann Jackson
Group Representing: Starkville Miss Hospitality
Address: 1105 Nottingham Rd
Starkville, MS 39759
Phone: (662) 617-1202
Email: ellisann4@icloud.com



ADVERTISER FORM

For 73 years, Mississippi Miss Hospitality has championed tourism and economic development in Mississippi while supporting the state's best and brightest young women. Through the generosity of advertisers and patrons, we are able to fulfill an abundance of scholarship needs as the cost of higher education rises, all while maintaining this longtime Mississippi tradition. Thank you for your consideration of the opportunities below, which directly enhance the lives of Mississippi's next generation of women in leadership.

CONTESTANT NAME: Ellis Ann Jackson AREA: _____

ADVERTISER NAME: _____

ADVERTISER CONTACT: _____

CHOOSE SIZE OF AD:

☒ Full Page (\$350) _____ ½ Page (\$175)

_____ ¼ Page (\$87.50) _____ Other: \$ _____

Mississippi Miss Hospitality is a 501(c)(3) organization under that Hattiesburg Tourism Commission. Federal I.D. 64-0798251.

send check/Adwork to Ellis Ann

Checks may be made payable to Mississippi Miss Hospitality and provided to local contestants for submission with their application packet. If you prefer to mail payment directly to the State Office, please send to: Mississippi Miss Hospitality, P.O. Box 1103, Hattiesburg, MS 39401. The contestant you're supporting should be included in the memo line.

Questions may be directed to Kristen Brock or Courtney Magee at 601-296-7475. Thank you for your support!

**This form is for contestants and advertisers only. This form should not be submitted to the State Office.*



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: April 19, 2022
PAGE: 1

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board approved calling for public hearings to amend the ordinance to add Collegeview Development, Collegeview Drive and Adkerson Way to the Leisure and Recreation District at the meeting of March 15, 2022.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION: Move approval of amending Section 3 of the City's Leisure and Recreation District Ordinance to include the College View development and associated territory as described in revised Exhibit 1 and depicted in revised Exhibit 2, both of which are attached and incorporated herein.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN



BOUNDARY DESCRIPTION OF THE CITY OF STARKVILLE'S

LEISURE AND RECREATION DISTRICT

The boundary of the Leisure and Recreation District shall include the entire right-of-way of several streets within the corporate boundary of the City of Starkville, Mississippi. The portions of the streets included in the Leisure and Recreation District are described as follows:

Dr. Martin Luther King Jr. Drive West and Dr. Martin Luther King Jr. Drive East: Starting from the east side of the right-of-way of D. L. Conner Drive on Dr. Martin Luther King Jr. Drive West and Ending on the east side of the right-of-way of Old West Point Road on Dr. Martin Luther King Jr. Drive East.

West Main Street, East Main Street, and University Drive: Starting one hundred and forty-four feet (144') west of the intersection of the south side of the right-of-way of West Main Street and the west side of the right-of-way of South Washington Street on West Main Street and Continuing east through East Main Street and Ending at the west side of the right-of-way of Highway 12 on University Drive.

East Lampkin Street: Starting at the west side of the right-of-way of North Jackson Street on East Lampkin Street and Ending at the west side of the right-of-way of Fellowship Street on East Lampkin.

Russell Street: Starting at the south side of the right-of-way of East Lampkin Street on Russell Street and Ending at the west side of the right-of-way of Highway 12 on Russell Street.

Cotton Row: Starting at the east side of the right-of-way of Holtsinger Avenue on Cotton Row and Ending on the west side of the right-of-way of Maxwell Street on Cotton Row.

Lummas Drive: Starting from the east side of the right-of-way of Maxwell Street on Lummas Drive and Ending one hundred feet (100') east of the intersection of the south side of the right-of-way of Lummas Drive and east side of the right-of-way of Maxwell Street on Lummas Drive.

Page Avenue: Starting from the south side of the right-of-way of University Drive on Page Avenue and Ending at the east side of the right-of-way of Maxwell Street on Page Avenue.

South Washington Street: Starting from the south side of the right-of-way of East Main Street on South Washington Street and Ending two hundred and forty-two feet (242') south of the intersection of the south side of the right-of-way of West Main Street and the west side of the right-of-way of South Washington Street and including fifty feet (50') of the western most portion of the alley way on the east side of South Washington Avenue south of East Main Street

North Jackson Street and South Jackson Street: Starting from the south side of the right-of-way of Dr. Martin Luther King Jr. Drive West on North Jackson Street and Ending one hundred and thirty-six feet (136') south of the south side of the railroad right of way on the west side of South Jackson Street.

North Montgomery Street and South Montgomery Street: Starting from the south side of the right-of-way for Dr. Martin Luther King Jr. Drive East on North Montgomery Street and Ending on the north side of the right-of-way line of Hogan Street on South Montgomery Street.

Old West Point Road: Starting from the south side of the right-of-way from Dr. Martin Luther King Jr. Drive East on Old West Point Road and Ending at the north right-of-way of University Drive on Old West Point Road.

Fellowship Street: Starting from the south side of the right-of-way of University Drive on Fellowship Street and Ending on the north side of the right-of-way Russell Street on Fellowship Street.

Mill Street: Starting from the south side of the right-of-way of Russell Street on Mill Street and Ending on the south side of the right-of-way of Mercantile Street on Mill Street.

Mercantile Street: Starting from the south side of the right-of-way of Russell Street on Mercantile Street and Ending on the east side of the right-of-way of Mill Street on Mercantile Street.

Colonel Muldrow Avenue: Starting from the south side of the right-of-way of University Drive on Colonel Muldrow Avenue and ending one hundred and thirteen feet (113') south of the intersection of the south side of the right-of-way of University Drive and west side of the right-of-way of Colonel Muldrow Avenue on Colonel Muldrow Avenue.

Adkerson Way: Starting from the north side of the right-of-way of University Drive on Adkerson Way and Ending on the south side of the right-of-way of College View Drive.

Vista Avenue: Starting from the east side of the right-of-way of Adkerson Way on Vista Avenue and Ending at the eastern most terminus of Vista Avenue.

Camp Avenue: Starting from the north side of the right-of-way of University Drive on Camp Avenue and Ending on the east side of the right-of-way of Adkerson Way.

College View Drive: Starting from the west side of the right-of-way of Adkerson Way on College View Drive and Ending at the intersection of right-of-way of College View Drive and the City Limits of Starkville.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 19, 2022
PAGE: Page 1 of 9

SUBJECT:

Public hearing and consideration of UE 22-01 a request for Use Exception to allow for a monument sign at 400 Dr. Martin Luther King Jr. Drive East in a T-5C zoning district.

SUMMARY:

This is a request by Davis Perry on behalf of Midstates Petroleum for a Use Exception to allow for a monument sign on a corner lot located at 400 Dr. Martin Luther King Jr. Drive East in a T-5C zoning district with the property #117M-00-134.00. The applicant is proposing to install the monument sign on the east side of the property as Chevron does not allow for a price sign to be installed on a fuel island canopy fascia. The Use Chart in Section 13.3 of the Unified Development Code requires application of additional standards for the installation of a monument sign in a T-5C zoning district. The additional standards require a Use Exception to place a monument sign on a corner lot in a T-5C zoning district.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. Ten (10) property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 25, 2022.
3. A sign was posted on the property in a conspicuous location.

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

At the April 12, 2022 Planning and Zoning Commission meeting, the Commission voted unanimously to recommend approval of the request with the following conditions:

1. The proposed monument will be required to meet the dimensional requirements of maximum height of six feet and maximum square footage of sixty square feet as stated in Section 14.7.9.A.4.ix of the Unified Development Code.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of UE 22-01 to allow for a monument sign at 400 Dr. Martin Luther King Jr. Drive East with one condition.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of UE 22-01 a request for Use Exception to allow for a monument sign at 400 Dr. Martin Luther King Jr. Drive East in a T-5C zoning district
Date: April 12, 2022

The purpose of this report is to provide information regarding Use Exception Request by Davis Perry on behalf of Midstates Petroleum to allow for a monument sign on a corner lot located at 400 Dr. Martin Luther King Jr. Drive East in a T-5C zoning district with the property #117M-00-134.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is seeking a Use Exception to place a monument sign at the Chevron at the corner of Montgomery and Dr. Martin Luther King Jr. Drive East. The applicant is proposing to install the monument sign on the east side of the property as Chevron/Texaco does not allow for a price sign to be on a fuel island canopy fascia.

The Use Chart in Section 13.3 of the Unified Development Code requires application of additional standards for the installation of a monument sign in a T-5C zoning district. The additional standards require a Use Exception to place a monument sign on a corner lot in a T-5C zoning district. Section 3.5.1.F of Unified Development Code also requires that the Use Exception meet the additional standards. The additional standards for a monument sign, as shown in Section 14.7.9.A, are as follows:

4. Additional Standards

- i. A planted and maintained landscape area of thirty-six (36) inches wide shall be provided around the base of every monument sign.
- ii. Electronic message centers can be attached to monument signs per zoning district requirements.
- iii. Monument signs shall have exterior finishes matching or complimenting the finishes on the facade of the primary building and shall comply with minimum facade standards for that district.
- iv. Hand painted lettering or logos shall not be permitted to be attached to or apart of monument signs unless otherwise approved by the City Planner.
- v. Monument signs can be internally or externally illuminated. The use of exposed neon tubing is not permitted.
- vi. In zoning districts where monument signs are permitted, the maximum square footage may be increased to one hundred and sixty (160) square feet and the overall height increased to sixteen (16) feet if located adjacent to US Highway 82 and/or US Highway 25 where the posted speed limit is sixty (60) miles per hour or more.

- vii. In MU-9 zoning districts sign area shall be less than forty (40) square feet with a maximum of height of six (6) feet.
- viii. This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.
- ix. In T-5D, T-5U, and T-5C, zoning districts sign area shall be less than sixty (60) square feet with a maximum of height of six (6) feet. Monument signs shall only be allowed on lots where the existing building exceeds the maximum setback for that zoning district. Corner lots are not eligible for monument sign types unless approved as a Use Exception

CRITERIA FOR USE EXCEPTION REVIEW AND APPROVAL (Section 3.5.1.)

- A. **Site and structure suitability.** The proposed location of the use has adequate space for the use such as but not limited to: parking, available utilities, pedestrian access, vehicle access, loading areas, building size, building type, etc.
- B. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the addition of the proposed use to the area.
- C. **Immediate neighborhood impact.** The proposed use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
- D. **Impact on property values.** The proposed location of the use will not cause or contribute to a decline in property values of surrounding properties.
- E. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
- F. **Additional standards.** All associated additional standards for the proposed use have been adequately provided for on the site plan.

ADDITIONAL CRITERIA FOR USE EXCEPTION REVIEW AND APPROVAL IN FORM-BASED DISTRICTS (Section 3.5.2.)

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

INTENT OF FORM-BASED DISTRICTS (SECTION 5.1.1)

5.1.1. The intent of the form-based districts is to implement the urban core, urban center, and urban corridor placetypes of the Comprehensive Plan. The intent of the requirements for the form-based districts are as follows:

- A. Regulations on buildings equitably balance the rights of individual property owners and the interests of the community as a whole.
- B. Infrastructure, landscape, and buildings shape the public realm, the spatial definition of which can be understood as a continuum from weak to strong.
- C. Form-based Districts organize the individual characteristics of infrastructure, landscape, and buildings into distinct physical environments, with the overall character of each differing from one another.
- D. Distinct physical environments provide a choice in living arrangement for citizens with differing physical, social, and emotional needs.
- E. Mixed-Uses within Form-based Districts and individual buildings provides access to daily needs within close proximity to dwellings so that residents may choose to work, recreate, and shop within walking distance of their home.

ABANDONMENT OR DISCONTINUANCE (Section 3.5.3.K)

If a use exception is abandoned, discontinued, or ceases for a continuous period of more than three (3) months, the use exception shall become null and void. The use exception shall only be tied to the applicant for that specific location and/or business and cannot be transferred to another entity or location without reapplication. Any use associated with an approved use exception may continue the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. Ten (10) property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 25, 2022.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

ANALYSIS

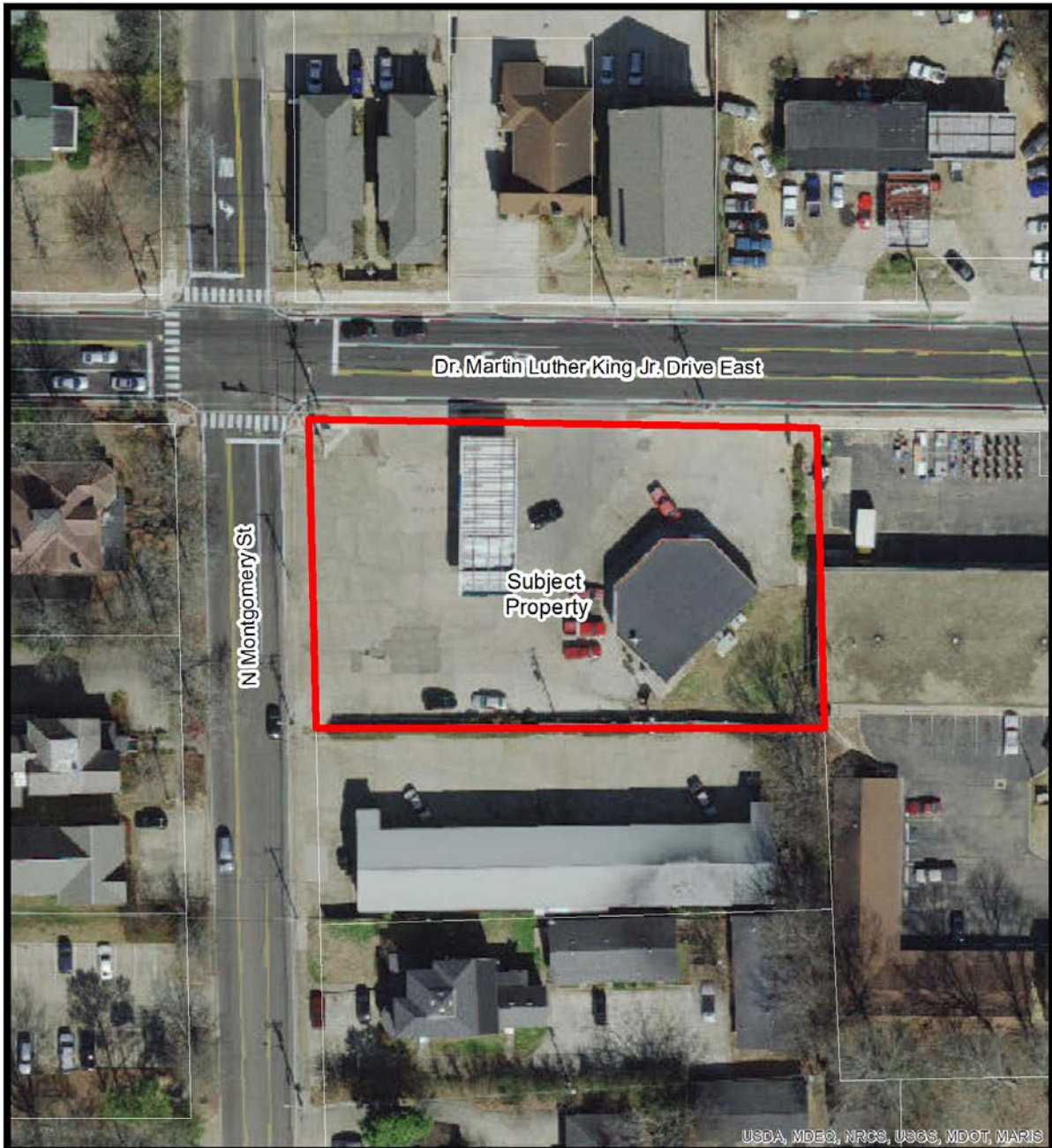
In the opinion of the Planning Department the proposed use associated with the use Exception request could meet the criteria for special exception review and approval.

CONDITIONS OF APPROVAL

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a use exception shall run for the duration of the use. Conditions for a requirement for a renewal of a use exception may be applied to approval at the discretion of the Board of Aldermen. (Section 3.5.3.J). The following conditions of approval are recommended by the Planning Department:

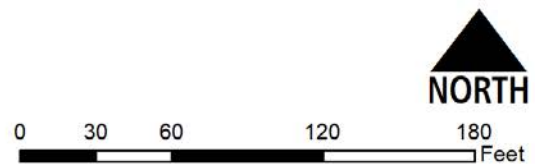
1. The proposed monument will be required to meet the dimensional requirements of maximum height of six feet and maximum square footage of sixty square feet as stated in Section 14.7.9.A.4.ix of the Unified Development Code.

Attachment 1
UE 22-01 Aerial

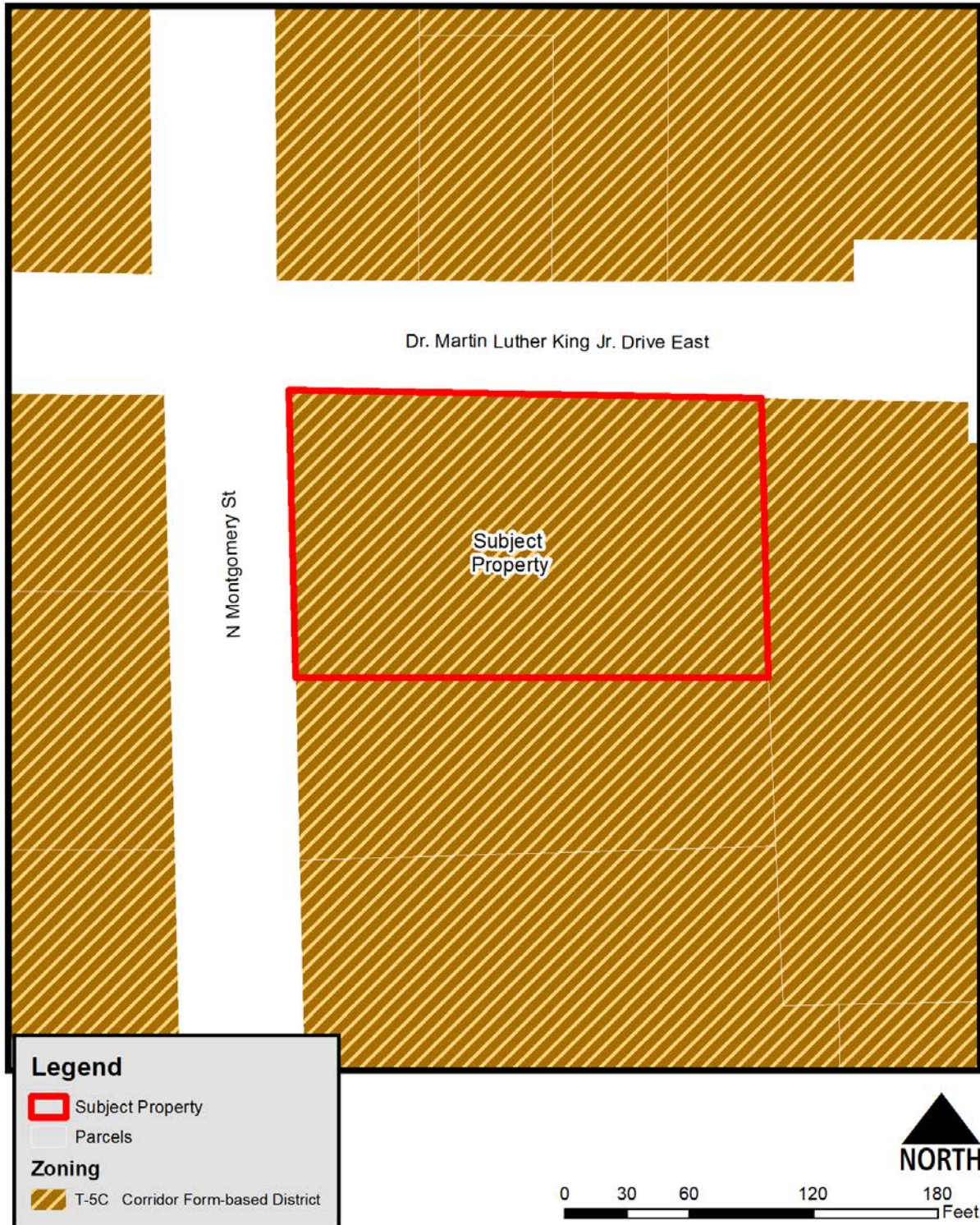


Legend

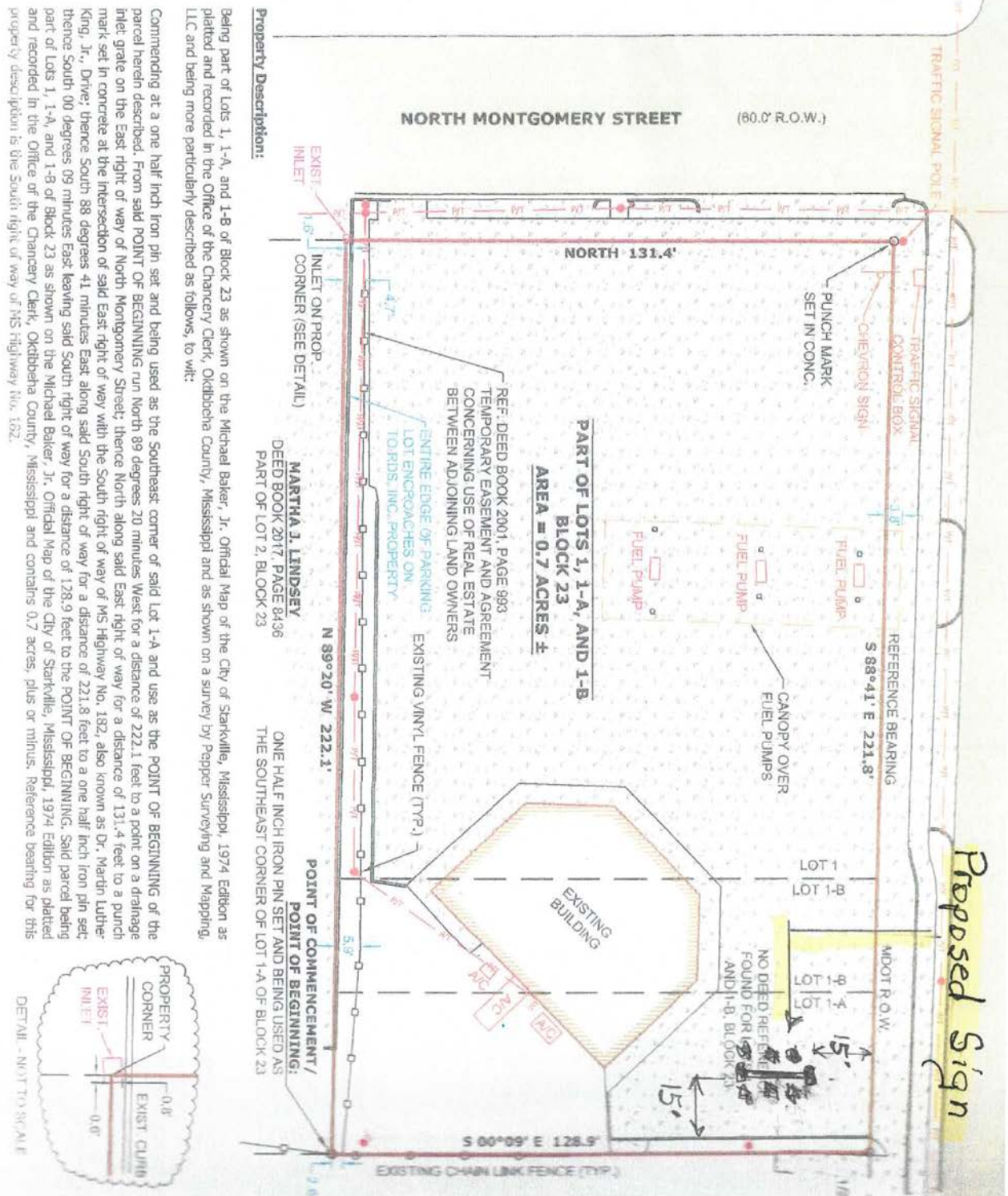
-  Subject Property
-  Parcels



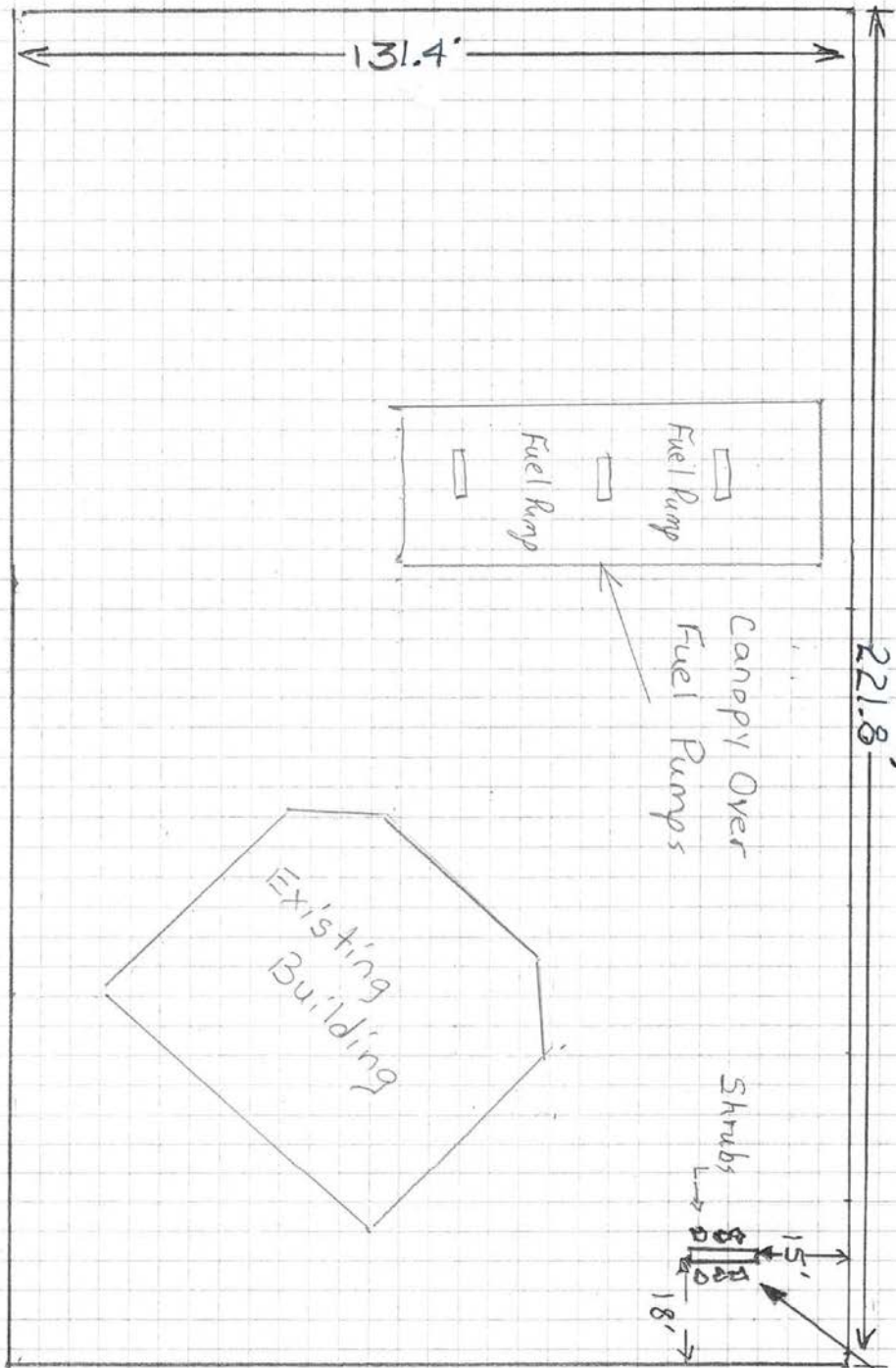
Attachment 2
UE 22-01 Zoning



STARKVILLE, MISSISSIPPI



N. Montgomery St



Old Highway 82

PROPOSED SIGN -
WITH SHRUBS

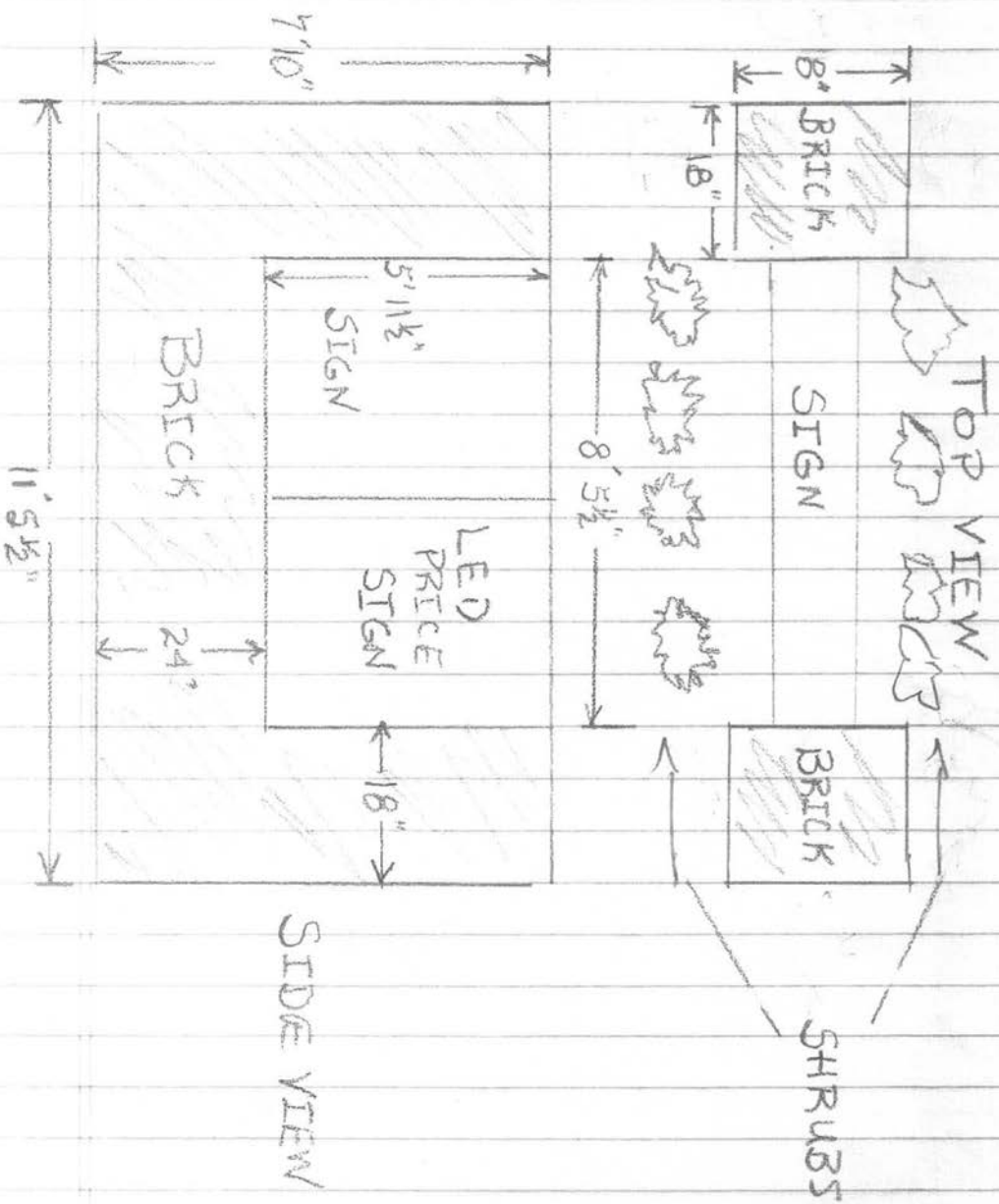
Shrubs
15'
12'
18'

Canopy Over
Fuel Pumps

Fuel Pump
Fuel Pump
Fuel Pump

Existing
Building

3/16" = 5'



ARTICLE XIII. - STOPPING, STANDING, PARKING

DIVISION 1. - GENERALLY

Sec. 106-391. - Free and paid parking.

All on-street and off-street parking in the city shall be free of charge unless otherwise designated as paid parking by action of the Mayor and Board of Aldermen.

(Ord. No. 1993-05, § 2, 12-7-93)

Sec. 106-392. - On-street parking—Where permitted.

On-street parking shall be permitted in all areas except:

- (1) Where on-street parking obstructs the safe passage of other vehicles or obscures a clear view of intersections or traffic signals or signs;
- (2) Where on-street parking is unsafe or creates a traffic hazard;
- (3) Where on-street parking is prohibited or limited by the mayor and board of aldermen as marked or posted;

(4) Where on-street parking extends beyond the designated marked or posted areas:

(54) Within 15 feet of fire hydrants; and

(65) Where temporarily marked, posted or barricaded by the city police department or other designated city department. ~~the department of public works.~~

(Code 1977, § 27-277; Ord. No. 1993-05, § 3, 12-7-93)

Sec. 106-393. - ~~Same~~ Time limits.

On-street parking in the downtown area shall be limited to two hours per vehicle where marked or posted, except for other time limits ~~or restrictions~~ as marked or posted downtown, or in other parts of the City, by action of the Mayor and Board of Aldermen.

(Ord. No. 1993-05, § 4, 12-7-93)

~~Sec. 106-394. - Off street parking.~~

~~Off-street parking shall be free of charge and shall not be subject to any hourly time limits.~~

~~(Ord. No. 1993-05, § 5, 12-7-93)~~

Sec. 106-395. - Designated parking.

- (a) *Governmental employees.* The mayor and board of aldermen may designate certain on-street or off-street parking areas for governmental officials or employees which shall not be subject to any time limitation. Each such designated parking space shall be marked or posted. Any unauthorized person who parks a vehicle in a designated parking space shall be subject to a fine for violation of this article as provided in section 106-408.

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- (b) *Parking for the handicapped.* The mayor and board of aldermen may designate certain on-street or off-street parking spaces for use by the handicapped, which spaces shall be marked or posted as provided by state law. Unauthorized persons who park vehicles in such designated areas shall be subject to a fine as provided by law.

(Ord. No. 1993-05, § 6, 12-7-93)

State Law reference— Special license plates and windshield placards for disabled persons, MCA 1972, § 27-19-56.

Sec. 106-396. - Rules and regulations.

The mayor and board of aldermen are authorized to adopt by resolution such rules and regulations as are necessary to effectuate the provisions of this article and to provide for safe parking.

(Ord. No. 1993-05, § 8, 12-7-93)

Sec. 106-397. - Manner of parking.

The operator of any vehicle shall park in the direction of traffic and within the lines marked for parking, not leaving any part of such vehicle extended over such parking lines or so that any adjacent vehicle cannot move out.

(Code 1977, § 27-263)

Sec. 106-398. - Parking to be at righthand curb.

Except where angle parking is permitted by city ordinance or usage, every vehicle stopped or parked upon a roadway where there is an adjacent curb shall be stopped or parked with the righthand wheels of such vehicle parallel to and within 12 inches of the righthand curb.

(Code 1977, § 27-264)

State Law reference— Similar provisions, MCA 1972, § 63-3-907.

Sec. 106-399. - Angle parking—Designation of spaces.

- (a) The traffic engineer shall determine upon which streets angle parking shall be permitted and shall mark or sign such streets.
- (b) Angle parking shall not be indicated or permitted at any place where passing traffic would thereby be caused or required to drive upon the left side of the street.

(Code 1977, § 27-265)

Sec. 106-400. - ~~Same~~—Observance of marking.

On those streets which have been signed or marked by the traffic engineer for angle parking, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

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(Code 1977, § 27-266)

Sec. 106-401. - Parking of unattended motor vehicles.

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition and removing the key, and, when standing upon any perceptible grade, without effectively setting the brake thereon and turning the front wheels to the curb or side of the highway.

(Code 1977, § 27-267)

State Law reference— Similar provisions, MCA 1972, § 63-3-909.

Sec. 106-402. - Lights on parked vehicles.

- (a) Whenever a vehicle is parked or stopped upon a highway, whether attended or unattended during the times mentioned in section 106-10, there shall be displayed upon the left side of such vehicle one or more lamps projecting a white or amber light visible under normal atmospheric conditions from a distance of 500 feet to the front of such vehicle and one or more lamps projecting a red light visible under like conditions from a distance of 500 feet to the rear. However, no lights need be displayed upon any such vehicle when parked in accordance with local ordinances upon a highway where there is sufficient light to reveal any person within a distance of 500 feet upon such highway.
- (b) Any lighted headlamps upon a parked vehicle shall be depressed or dimmed.

(Code 1977, § 27-268)

State Law reference— Similar provisions, MCA 1972, § 63-7-39.

Sec. 106-403. - Abandoned vehicles prohibited; removal.

- (a) It shall be unlawful to park, place or store vehicles on the public streets within the corporate limits of the city for more than 72 hours. The presence of such vehicles on the public streets as an abandoned or nonoperating vehicle constitutes a nuisance and a menace to the health and safety of the inhabitants of the city.
- (b) The police department, upon receipt of notice of an abandoned vehicle, shall take possession of and remove such vehicle from the public streets to eliminate existing hazards.

(Code 1977, § 27-269)

State Law reference— Abandoned motor vehicles, MCA 1972, §§ 21-39-21, 63-23-1 et seq.

Sec. 106-404. - Enforcement of article.

The city police department shall monitor parking, shall issue tickets to the owners of vehicles, or other persons, violating this article, and shall provide necessary information on each ticket to the municipal court clerk for the purpose of recordkeeping and collection.

(Ord. No. 1993-05, § 9, 12-7-93)

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Sec. 106-405. - Parking violations.

Any person committing one of the following acts shall be subject to a fine for each violation of this article:

- (1) Parking in a no parking zone.
- (2) Parking ~~in the downtown area in excess of two hours or~~ in excess of the marked or posted time limit.
- (3) Parking in disregard of the posted or marked designations, limitations or restrictions or any other rules or regulations, including paid parking, issued pursuant to this article.
- (4) Parking in an unsafe area or in an unsafe manner or position.
- (5) Parking in a place or manner which obstructs traffic or obscures intersections or traffic signals or signs.

(6) Parking in a lane designated for bicycle travel.

(Ord. No. 1993-05, § 7, 12-7-93)

Sec. 106-406. - Parking tickets—Contents.

Each ticket for parking violations issued by the city police department shall state how payment of the fines shall be made and shall contain a notice that three or more unpaid parking fines ~~shall may~~ result in immobilization of the vehicle upon the fourth or subsequent violations and removal of the vehicle if not claimed or released within 24 hours of the immobilization. The notice shall contain information on the release of the vehicle or a telephone number where such information may be obtained.

(Ord. No. 1993-05, § 13, 12-7-93)

Sec. 106-407. - Same—Records.

The municipal court clerk or the clerk's designee shall maintain records of parking tickets, identifying the vehicle, its record owner, the date the ticket was issued, the status of payment and other pertinent data, for a period of not less than 24 months from the issuance of such tickets.

(Ord. No. 1993-05, § 12, 12-7-93)

Sec. 106-408. - Penalty for violation of division.

Any person who shall violate any provision of this division shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined consistent with the schedule of fines adopted by the Mayor and Board of Aldermen. Reserved.

Editor's note— A Board Order adopted April 21, 2009, repealed § 106-408, which pertained to fines and derived from Ord. No. 1993-05, § 10, 12-7-93; Ord. No. 2005-3, 10-18-05.

Sec. 106-409. - Immobilization of vehicles—Generally.

Upon a fourth or subsequent violation of this article, or the rules and regulations issued pursuant thereto, the vehicle of any person against whom three or more tickets have been issued in the previous 24 months which remain unpaid shall be subject to immobilization by the police department. No vehicle shall be immobilized until a check of the parking violation records has been made to determine whether the criteria for immobilization have been met. The fee for removal of the immobilization device shall be established with the schedule of fines adopted by the Mayor and Board of Aldermen. ~~-\$25.00-~~ The immobilization device shall be removed:

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- (1) Upon payment of all previous unpaid fines and the fee for removal of the immobilization device; or
- (2) Upon a posting of a bond in the amount of all previous unpaid fines and the fee for the removal of the immobilization device, insuring the appearance of the violator in municipal court at a hearing on the immobilization and the previous unpaid fines.

(Ord. No. 1993-05, § 11, 12-7-93)

Sec. 106-410. ~~-Same-~~ Hearing.

Any person whose vehicle has been immobilized pursuant to this article shall have the right thereafter to a hearing, upon request, in municipal court on the immobilization of the vehicle and the unpaid fines. The payment of the unpaid fines and the fee for the removal of the immobilization device shall constitute a waiver to the right for such hearing.

(Ord. No. 1993-05, § 14, 12-7-93)

Sec. 106-411. ~~-Same-~~ Removal.

Any immobilized vehicle which has not been claimed or released within 24 hours of the immobilization may, at the option of the police department and after a good faith attempt to contact the owner by telephone, be removed and impounded at the sole expense of the owner.

(Ord. No. 1993-05, § 15, 12-7-93)

Secs. 106-412—106-420. - Reserved.

DIVISION 2. - PROHIBITIONS^[4]

Footnotes:

--- (4) ---

State Law reference— Authority of city to regulate parking, MCA 1972, § 63-3-211.

Sec. 106-421. - Stopping, standing or parking prohibited in specified places.

- (a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:
 - (1) On a sidewalk.
 - (2) In front of a public or private driveway.

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- (3) Within an intersection.
- (4) On a crosswalk.
- (5) Within 20 feet of a crosswalk at an intersection.
- (6) Within 30 feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a roadway.
- (7) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic engineer indicates a different length by signs or markings.
- (8) Within 15 feet of the nearest rail of a railroad crossing.
- (9) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance of any fire station within 75 feet of such entrance when properly signposted.
- (10) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
- (11) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (12) Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
- (13) Within 20 feet from the intersection of curblines, or if none, then within 15 feet of the intersection of property lines at an intersection, except at alleyways.
- (14) Within 20 feet in front of the entrance of any theater or public building during any meeting or public gathering therein, except when taking on or discharging passengers or freight and then not to exceed ten minutes.
- (15) At any place where official signs prohibit stopping.

(16) Parking spaces designated in yellow or red paint on the curb or street.

- (b) No person shall move a vehicle not owned by such person into any area prohibited under this section or away from a curb such distance as is unlawful.

(Code 1977, § 27-277)

State Law reference— Similar provisions, MCA 1972, § 63-3-901.

Sec. 106-422. - Obstructing traffic.

No person shall park any vehicle upon a street or an alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.

(Code 1977, § 27-278)

Sec. 106-423. - Parking in alleys.

No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic. No person shall stop, stand or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

(Code 1977, § 27-279)

Sec. 106-424. - Parking for certain purposes prohibited.

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No person shall park a vehicle upon any roadway, bike path, or sidewalk for the principal purpose of:

- (1) Displaying advertising.
- (2) Displaying such vehicle for sale.
- (3) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.

(Code 1977, § 27-280)

Secs. 106-425—106-435. - Reserved.

DIVISION 3. - LIMITATIONS

Sec. 106-436. - Applicability of article.

The provisions of this article or of any ordinance, order or resolution prohibiting the standing or parking of a vehicle shall apply at all times or at those times specified in this article or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or other official traffic control device.

(Code 1977, § 27-288)

Sec. 106-437. - Time limitations not exclusive.

The fact that there has been imposed a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

(Code 1977, § 27-289)

Sec. 106-438. - Designation of streets.

The traffic engineer shall from time to time designate those streets, parts of streets or places where stopping, standing or parking shall be prohibited; or when stopping, standing or parking shall be prohibited during certain hours; or when stopping, standing or parking for longer than a specified time shall be prohibited.

(Code 1977, § 27-290)

Sec. 106-439. ~~—~~ Signs or markings required.

Whenever any parking time limit is imposed, or parking is prohibited on designated streets, it shall be the duty of the traffic engineer to erect appropriate signs and/or markings giving notice thereof, and no such regulation shall be effective unless such signs or markings are erected or made and in place at the time of any alleged offense.

(Code 1977, § 27-291)

Sec. 106-440. - Disobeying signs prohibited.

It shall be unlawful for any person to park, stop or stand any vehicle in violation of any sign or marking installed pursuant to the provisions of this article.

(Code 1977, § 27-292)

Sec. 106-441. - Separate violations.

Whenever any parking space has been designated for lawful parking for only a designated length of time, each such designated length of time a vehicle is parked in violation of such designation shall be a separate violation.

(Code 1977, § 27-293)

Sec. 106-442. - One-way streets.

The traffic engineer is authorized to erect signs upon the lefthand side of any one-way street to prohibit the standing or parking of vehicles, and when such signs are in place, no person shall stand or park a vehicle upon such lefthand side in violation of any such sign.

(Code 1977, § 27-294)

Sec. 106-443. - One-way roadways.

If a highway includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the lefthand side of such one-way roadway unless signs are erected to permit such standing or parking. The traffic engineer is authorized to determine when standing or parking may be permitted upon the lefthand side of any such one-way roadway and to erect signs giving notice thereof.

(Code 1977, § 27-295)

Sec. 106-444. - Parking prohibited on narrow streets.

- (a) The traffic engineer is hereby authorized to erect signs indicating no parking upon any street when the width of the roadway does not exceed 20 feet, or upon one side of a street as indicated by such signs when the width of the roadway does not exceed 30 feet.
- (b) When official signs prohibiting parking are erected upon narrow streets as authorized in this section, no person shall park a vehicle upon any such street in violation of any such sign.

(Code 1977, § 27-296)

Sec. 106-445. - Near hazardous or congested places.

- (a) The traffic engineer is hereby authorized to determine and designate areas not exceeding 100 feet in length, by proper signs and/or markings, ~~places not exceeding 100 feet in length~~ in which the stopping, standing or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.
- (b) When official signs are erected at hazardous or congested places as authorized in this section, no person shall stop, stand or park a vehicle in any such designated place.

(Code 1977, § 27-297)

Sec. 106-446. - Parking adjacent to schools.

- (a) The traffic engineer is hereby authorized to erect signs indicating no parking upon either or both sides of any street adjacent to any school property when such parking would, in his opinion, interfere with traffic or create a hazardous situation.
- (b) When official signs are erected indicating no parking upon either side of a street adjacent to any school property as authorized in this section, no person shall park a vehicle in any such designated place.

(Code 1977, § 27-298)

Sec. 106-447. - Parking in excess of 72 hours.

It shall be unlawful for any person to park any vehicle upon any street within the city for a continuous period of time in excess of 72 hours.

(Ord. of 7-3-79)

Secs. 106-448—106-460. - Reserved.

DIVISION 4. - LOADING AND UNLOADING

Sec. 106-461. - Designation of curb loading zones.

The traffic engineer is hereby authorized to determine the location of passenger and freight curb loading zones and shall place and maintain appropriate signs indicating such loading zones and stating the hours during which the provisions of this division are applicable.

(Code 1977, § 27-306)

Sec. 106-462. - Passenger curb loading zones.

No person shall stop, stand or park a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers in any place marked as a passenger curb loading zone during the hours when the regulations applicable to such loading zone are effective and then only for a period not to exceed three minutes.

(Code 1977, § 27-307)

Sec. 106-463. - Freight curb loading zones.

No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a freight curb loading zone during the hours when the provisions applicable to such loading zone are in effect. In no case shall the stop for loading and unloading of materials exceed 30 minutes.

(Code 1977, § 27-308)

Sec. 106-464. - Designation of public carrier stops and stands.

The traffic engineer is hereby authorized and required to establish bus stops, bus stands, taxicab stands and stands for other passenger common-carrier motor vehicles, such as Lyft or Uber, on such public streets, in such places and in such number as he shall determine to be of the greatest benefit and

convenience to the public, and every such bus stop, bus stand, taxicab stand or other stand shall be designated by appropriate signs, and/or markings.

(Code 1977, § 27-309)

Sec. 106-465. - Parking of taxicabs.

It shall be unlawful for the operator of any taxicab to stand or park upon any street in the city at any place other than at a designated taxicab stand; provided, however, that the provisions of this section shall not prevent the operator of such vehicle from temporarily stopping in accordance with other parking regulations at any place for the purpose of and while actually engaged in loading or unloading passengers.

(Code 1977, § 27-310)

Sec. 106-466. - Other vehicles prohibited from parking in bus stops, taxicab stands.

It shall be unlawful for the operator of any vehicle other than a bus to stand or park in an officially designated bus stop, or for any vehicle other than a taxicab to stand or park in an officially designated taxicab stand, except that the operator of any passenger vehicle may temporarily stop in any such stop or stand for the purpose of and while actually engaged in the loading or discharging of passengers.

(Code 1977, § 27-311)

Secs. 106-467—106-475. - Reserved.

DIVISION 5. - FIRE LANES^[5]

Footnotes:

--- (5) ---

Cross reference— Zoning, app. A.

Sec. 106-476. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fire lane means that portion of any public parking area immediately adjacent to any building which is officially designated as a required means of access to such building for firefighting personnel and equipment.

Public parking area means any area, even though privately owned, provided in connection with a shopping center or other business establishment for the access, movement and parking of motor vehicles, and which is open to the public generally for such use.

(Ord. No. 1986-4, §§ 1, 2, 4-1-86)

Cross reference— Definitions generally, § 1-2.

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Sec. 106-477. - Designation.

The chief of the fire department is authorized to establish or cause to be established fire lanes in any public parking area or on any public street or thoroughfare for the purpose of providing adequate access for emergency vehicles and equipment to and from all store buildings and structures adjacent to or served by such public parking areas.

(Ord. No. 1986-4, § 3, 4-1-86)

Sec. 106-478. - Marking.

All fire lanes, whether located upon publicly or privately owned property, shall be marked upon the surface thereof with 45-degree lines of reflectorized safety red paint each four inches in width and no more than four feet apart. All such fire lanes shall be further marked by signs conforming to the Manual on Uniform Traffic Control Devices, permanently erected or installed every 60 feet within such fire lane. The expense of marking fire lanes which are designated in any public parking area that is privately owned shall be borne by the property owner.

(Ord. No. 1986-4, § 4, 4-1-86; Ord. No. 1994-5, 12-6-94)

Sec. 106-479. - Prohibitions.

No person shall park or leave unattended any vehicle within that portion of a public parking area designated and properly marked as a fire lane.

(Ord. No. 1986-4, § 5, 4-1-86)

Sec. 106-480. - Enforcement.

Personnel of the city police department are authorized to enforce the provisions of this division within public parking areas, streets and thoroughfares of the city.

(Ord. No. 1986-4, § 6, 4-1-86)

Sec. 106-481. - Penalty for violation of division.

~~Any person who shall violate any provision of this division shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined consistent with the schedule of fines adopted by the Mayor and Board of Aldermen. Any person who shall violate any provision of this division shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$25.00 nor more than \$100.00.~~

(Ord. No. 1986-4, § 7, 4-1-86)

Secs. 106-482—106-500. - Reserved.

DIVISION 6. - HANDICAPPED PARKING

Sec. 106-501. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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Handicapped parking area means that portion of any public parking area designated for the exclusive use of physically handicapped persons as defined in MCA 1972, § 27-19-56.

Public parking area means any area, even though privately owned, which is provided in connection with a shopping center or other business establishment for the access, movement and parking of motor vehicles, and which is open to the public generally for such use. ~~Also included in this definition shall be public parking as designated on city streets and thoroughfares.~~

(Ord. No. 1986-3, §§ 1, 2, 4-1-86)

Cross reference— Definitions generally, § 1-2.

Sec. 106-502. - Designation.

The traffic engineer is authorized to designate specific spaces within publicly owned public parking areas, streets and thoroughfares as handicapped parking areas and to cause such parking areas to be marked in accordance with section 106-503. Private owners of public parking areas are authorized to designate specific spaces therein as handicapped parking areas provided that such areas must be marked in accordance with the provisions of section 106-503 and provided that the expense of such marking be borne by the property owner.

(Ord. No. 1986-3, § 3, 4-1-86)

Sec. 106-503. - Marking of handicapped parking areas.

Each parking space within a handicapped parking area will be individually marked with a sign displaying the international symbol of access in compliance with the Manual on Uniform Traffic Control Devices. Additionally, the pavement of each designated space will be marked with the international symbol of access in reflectorized white paint. Any curb area adjacent to the designated space will be painted blue.

(Ord. No. 1986-3, § 4, 4-1-86)

Sec. 106-504. - Display of special license plate, decal or certificate required.

Only persons whose vehicles have a special license plate or a license plate bearing the special decal indicating a handicapped operator or whose vehicle dashboard contains a parking certificate, placard or permit bearing the international symbol of access shall park in designated handicapped parking areas. Such special license plates, decals and certificates are to be obtained in compliance with MCA 1972, § 27-19-56.

(Ord. No. 1986-3, § 5, 4-1-86)

Sec. 106-505. - Prohibitions.

No person shall park or leave unattended any vehicle within that portion of the public parking area designated and properly marked as a handicapped parking area except as provided for in section 106-504.

(Ord. No. 1986-3, § 6, 4-1-86)

Sec. 106-506. - Enforcement.

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Personnel of the city police department are authorized to enforce the provisions of this division within public parking areas in the city.

(Ord. No. 1986-3, § 7, 4-1-86)

Sec. 106-507. - Penalty for violation of division.

Any person who shall violate any provision of this division shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined consistent with the schedule of fines adopted by the Mayor and Board of Aldermen. ~~Any person who shall violate any provision of this division shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$50.00 nor more than \$100.00.~~

(Ord. No. 1986-3, § 8, 4-1-86)

Secs. 106-508—106-530. - Reserved.

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AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: April 19, 2022
PAGE: 1

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

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

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

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

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

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

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

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

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

DATE: April 19, 2022

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: April 19, 2022
PAGE: 1

SUBJECT: Consideration of adding South Montgomery to the 2022 capital improvements projects.

AMOUNT & SOURCE OF FUNDING: \$90,000 is the estimated cost from Pinewood to Laurel Hill.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This project isn't part of this year's overlay projects, but due to the unforeseen deterioration of the northbound lane, we attempted to make repairs to extend its life but the in-house repairs were inadequate to the task. This creates a need to move this overlay to the current year plan. The proposal is to do this one this year. There is cash on hand that can manage this additional project, but taking into consideration the reduction in cost next year to balance it out.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of bringing a South Montgomery overlay and repair forward to the 2022 capital improvements project list.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT:
AGENDA DATE: 4/19/22
PAGE: 1

SUBJECT: Starkville Babylon Road Sewer – CDBG
Authorization to approve Fair Housing Resolution and Declare April as Fair Housing Month

AMOUNT & SOURCE OF FUNDING - \$308,077; Mississippi Development Authority, CDBG
\$308,078; Starkville Utilities

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/Phylis Benson

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “Move for approval of Fair Housing Resolution and Declare April as Fair Housing Month for the City of Starkville’s Community Development Block Grant (CDBG) which will install a gravity-fed sewer collection system within the Babylon Road area.”

RESOLUTION

Starkville, Mississippi

FAIR HOUSING

LET IT BE KNOWN TO ALL PERSONS OF THE CITY OF STARKVILLE, MISSISSIPPI that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Starkville to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City of Starkville does hereby pass the following Resolution.

BE IT RESOLVED, that within available resources the City of Starkville will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equality under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City of Starkville shall publicize/post this Resolution and through its publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID CITY OF STARKVILLE, MISSISSIPPI will, at a minimum: 1) adopt and publicize/publicly display the Fair Housing Resolution; 2) post applicable Fair Housing information to the public; 3) declare April as Fair housing Month; and 4) conduct at least one (1) Fair Housing activity during the month of April and document said activity.

EFFECTIVE DATE:

This Resolution shall take effect April 19, 2022.

ATTEST:

Lesa Hardin, City Clerk

Lynn Spruill, Mayor

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 04-19-22
PAGE: 1

SUBJECT: Consideration of amending the City's Covid-19 policy for City employees to repeal the \$75 / monthly health insurance surcharge, effective immediately.

REQUESTING

DEPARTMENT: Alderman

DIRECTOR'S

AUTHORIZATION: Alderman Ben Carver

FOR MORE INFORMATION CONTACT: Alderman Ben Carver

AUTHORIZATION HISTORY: On September 7, 2021, the City adopted its Eighth Resolution Declaring Additional Measures Relating to City Employees for the Control of Contagious and Infectious Diseases, for the Protection of Public Health and Welfare, for the Operation of the Municipality, and for Related Purposes. As part of that Eighth Resolution, the City adopted a COVID-19 Vaccination Policy for City Employees, which contained a \$75/month health insurance surcharge to unvaccinated employees, as part of an activity-based wellness program, to take effect on December 1, 2021. On December 1, 2021, the City delayed the effective date of the surcharge to February 4, 2022. On March 15, 2022, the Board of Aldermen amended the policy further to eliminate the mask requirement for unvaccinated City employees. Given that the COVID-19 pandemic continues to wane, the City stands on sound financial footing despite the pandemic, and that its employees face inflation at the gas pump, grocery store, and other retail establishments, it is now appropriate to repeal the \$75 insurance surcharge.

SUGGESTED MOTION:

Move Approval to repeal the \$75/month health insurance surcharge to unvaccinated City employees, effective immediately.



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: April 19, 2022
PAGE: 1

SUBJECT: Request approval to purchase a replacement QTpod Model M4000 Self-Serving Fueling Terminal from the lowest quote from QTpod in the amount of \$19,075.00 and have it installed by Rebel Services in the amount of \$3,000.00

AMOUNT & SOURCE OF FUNDING: 015-505-720-801 Capital Outlay

FISCAL NOTE: Lighting destroyed this Self-Serve Fueling Terminal on April 4, 2022.

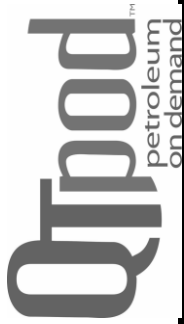
AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to purchase a replacement QTpod Model M4000 Self-Serving Fueling Terminal from the lowest quote from QTpod in the amount of \$19,075.00 and have it installed by Rebel Services in the amount of \$3,000.00



2605 Trade Centre Ave.
Longmont, CO 80503
ph: 303-444-3590 Fax: 303-444-8736

Quote No.

QT Pod Fueling Terminals

Representative

Name Mark Slawson Phone: 720-573-0389
Position Sales Fax: 303-444-8736
Department QTpod E-mail: mslawson@qtpod.com

Dates

First Contact _____
Quote Issued 4/11/2022
Accept/Reject _____

Product/Service Name	Quantity	Price	TOTAL
QT Pod Model M4000 Self-Serve Fueling Terminal <i>1 hose control, wired ethernet capability</i>	1	\$16,495.00	\$16,495.00
Options			
Cellular kit	1	\$1,000.00	\$1,000.00
DPI Relay Module(for additional hose)	1	\$450.00	\$450.00
TLX-50 Surge Suppressor	1	\$780.00	\$780.00
SHIPPING	1	\$350.00	\$350.00
Sub Total			\$19,075.00

Client

Customer Rodney Lincoln Company Starkville Bryan Field
Address _____
City _____ State _____
ZIP _____ Email rlincoln@cityofstarkville.org
Phone 662-418-5900 Fax _____

Status

☒ Established Client ☐ New Client ☐ Prospective Client

Notes

*Quote valid for 60 days from issuance.
Price does not include installation
Cellular Data Plan- \$480/ year
Web-Based Siteminder Subscription- \$945/ year

Office Use Only

Prices are subject to change without notice.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 4.19.2022
PAGE: 1

SUBJECT: Consideration of accepting the low quote from Jonathan Burns construction for the installation of additional rip rap on the North Slope of the channel of the Old West Point Road utilizing remaining ERBR funds.

AMOUNT & SOURCE OF FUNDING : ERBR Funding, 100% grant

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The original project scope was reduced slightly to insure that the project budget did not exceed the funding amount.

Since the project is substantially complete, we have a clear understanding of the final quantities and project funding available. There were a few pay items that underran in quantities creating some additional funding remaining.

It is proposed to utilize these funds to get back to the original project scope which will include the installation of additional rip rap on the downstream side of the channel.

We received two quotes and they are as follows:

Jonathan Burns- \$18,500

Prisock Dirt- \$31,750

SUGGESTED MOTION: Move approval accepting the low quote from Jonathan Burns construction for the installation of additional rip rap on the North Slope of the channel of the Old West Point Road utilizing remaining ERBR funds



Sales Rep: Jacob Tynes
Phone: (205) 262-9909
Fax: (205) 262-9910
Email: jacob.tynes@nucorskyline.com
Address: 1 Metroplex Drive Suite 205
Birmingham, AL, 35209

Quote # Q-41948

Project Name	Quote Date	Bid Date	Quote Expiration Date
City of Starkville - H Piles	Tuesday, November 30, 2021	Tuesday, November 30, 2021	Thursday, December 30, 2021

060 - Alabama

Customer Contact	Billing Address	Shipping Location
Jacob Tynes jacob.tynes@nucorskyline.com 205-262-9909	1 Metroplex Drive Suite 205 Birmingham AL 35209 USA	Starkville, MS

Quote Totals

Net Weight	Net Tons	Net Amount
25,560.00 lb	12.78	\$21,190.40

General Remarks

Price in effect at the time of order placement from stock subject to prior sale with delivery included to Starkville, MS. Please allow 3-5 days ARO for material to be cut to length.

Product Details

Product Name	Pieces	Units	Weight	Unit Price	Extended Price	Optional
H PILE - 10X042 - A57250	16	25.00 ft	16,800.00 lb	\$34.82/ft	\$13,928.00	
H PILE - 14X073 - A57250	4	30.00 ft	8,760.00 lb	\$60.52/ft	\$7,262.40	
			Total Weight: 25,560.00 lb	Total Price:	\$21,190.40	



2100 Southbridge Pkwy Ste 210B
Birmingham, AL 35209-1302
Phone: 205-703-9799 x1305 Email:
dee.winger@triadmetals.com
Fax: 205-201-5289

December 01, 2021
12:27:45PM
Page 1 of 1

(Direct)
Quotation No. 1201202101

Bill To Bidding Contractors Mississippi
MS
Phone: Fax:

Ship To Bidding Contractors Mississippi
110 West Main Street
City of Starkville
Starkville, MS
Phone: Fax:

ATTN: Mary T. Williams

Customer P.O. #:
Terms: 1/2% 10 Days Net 30
Sales 1: Dee Winger
Contract:

F.O.B.: Delivered
Sales 2: Dee Winger

Ship Via: Truck
Due Date: 12/02/2021
Quote Date: 12/01/2021

Order Qty	Description	Width	Length	Weight	Price	UM	Extension Tax
16	10 x 42 HR H Pile A572 GR50		25' 0"	16,800.00	\$ 32.85	F	\$13,140.00 E
4	14 x 73 HR H Pile A572 GR50		30' 0"	8,760.00	\$ 57.15	F	\$6,858.00 E
				Total Weight	25,560.00		
				Subtotal Non taxable		\$19,998.00	

Total \$19,998.00

Unloading Instructions:
Receiving Hours:
Max Bundle Weight: 0
Spacers

PO#

Sign to convert Quote to Order

Messages:

ALL ORDERS ARE SUBJECT TO CORPORATE CREDIT
APPROVAL
QUOTED WITH PRICING FROM AVAILABLE MILL ROLLING
PAYMENT TERMS 1/2% 10, NET 30 DAYS IN FULL FROM
INVOICE DATE.
PRICES DO NOT INCLUDE SALES TAX & RETAINAGE IS
NOT ALLOWED
PRICES BASED ON SHIPPING FULL 40,000# MINIMUM
TRUCKLOADS.
PRICES ARE BASED ON QUANTITIES AND LENGTHS
SHOWN. CHANGES MAY RESULT IN PRICE REVISION.
TRIAD RESERVES THE RIGHT TO INVOICE FOR STORED
MATERIALS ON ITEMS THAT DO NOT SHIP WITHIN 30
DAYS OF READINESS.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 04.19.2022
PAGE: 1

SUBJECT: Consideration of approving the advertising of bids for the Louisville Street Traffic Signal Improvement Construction Project.

AMOUNT & SOURCE OF FUNDING :

FISCAL NOTE:.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

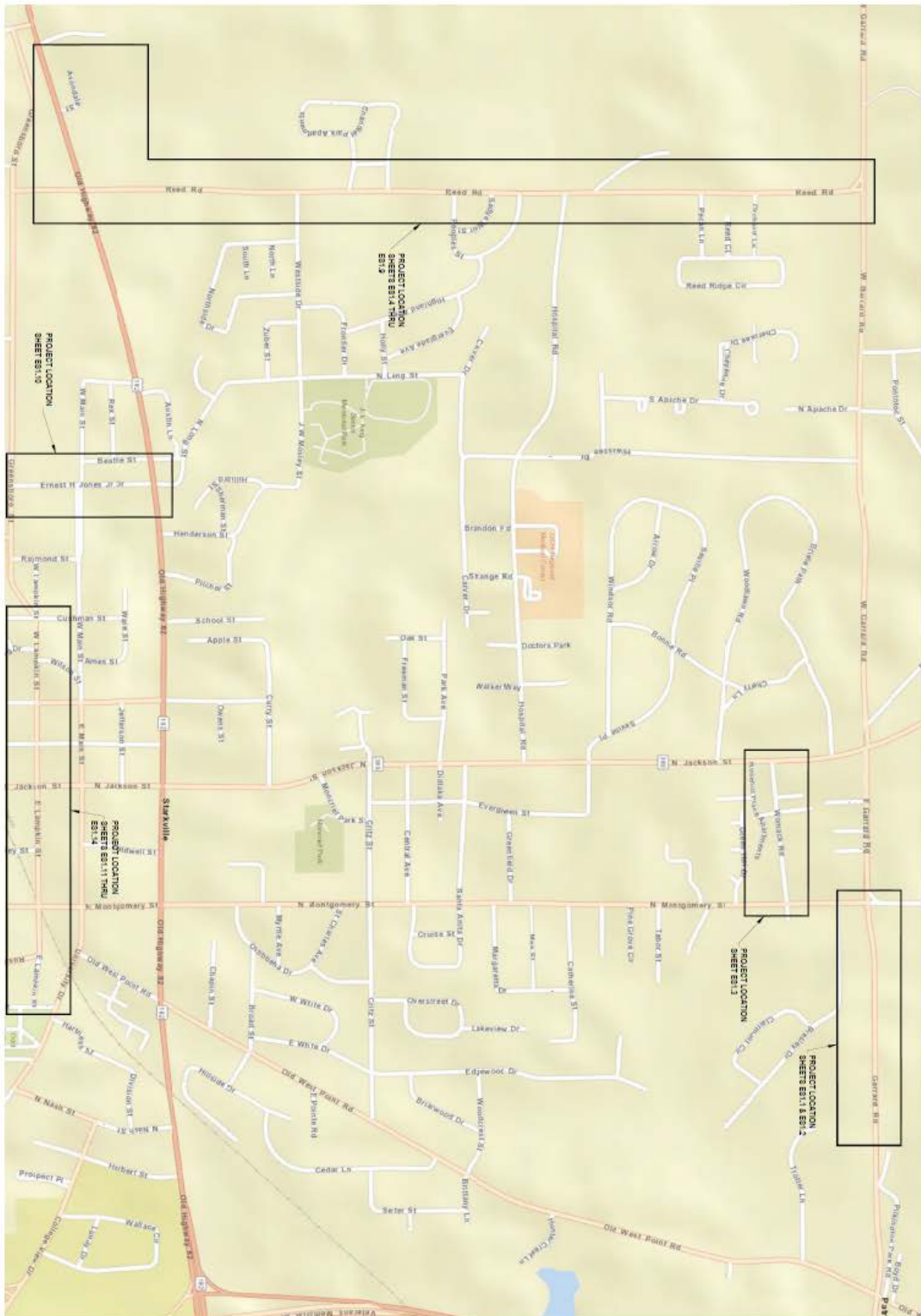
This project is part of the 2022-2025 Capital Improvement plan and includes 3 signals on Louisville Street at the following intersections: Yellowjacket Drive, Lynn Lane, Academy Road. This project will involve removing the span wire signals and replacing it with mast arms and updated pedestrian notification and push buttons as well.

We are reusing some mast arms on Yellowjacket Drive and will be moving that project forward as quickly as possible and materials ordered. It is possible that this intersection will be completed this summer but does depend on material delivery which is very irregular currently.

The schedule shows that all intersections will be fully completed by mid-November.

There will be a separate Advertisement/ Bid for the material portion of the project which will allow it to be ordered right away and the manufacturing to begin.

SUGGESTED MOTION: Move for approval of the advertising of bids for the Louisville Street Traffic Signal Improvement Construction Project.



LOCATION MAP
SCALE: NONE

20200212.LSK
ES1.0

DATE	BY	REVIEW
01/01/2025	DR	REVIEW
01/01/2025	DR	REVIEW
01/01/2025	DR	REVIEW
01/01/2025	DR	REVIEW



**OFF-CORRIDOR 13KV ELECTRICAL
IMPROVEMENTS FOR HIGHWAY 182
REVITALIZATION PROJECT**
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

MARK	DATE	DESCRIPTION
IPC	01/01/2025	ISSUED FOR CONSTRUCTION



CONSTRUCTION DRAWINGS
FOR
LOUISVILLE STREET TRAFFIC
SIGNAL REPLACEMENTS



STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI





TRAFFIC SIGNAL DEMOLITION PLAN - LOUISVILLE ST. AT YELLOW JACKET DR.

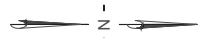
SCALE: 1" = 10'

GENERAL NOTES

1. EXISTING TRAFFIC CONTROL SIGNALS SHALL REMAIN IN SERVICE AT ALL TIMES UNTIL SUCH TIME AS NEW TRAFFIC CONTROL SIGNALS COMPLETED ON THIS PROJECT HAVE BEEN PLACED INTO SERVICE.

NUMBERED NOTES

1. REMOVE EXISTING TRAFFIC CONTROL CABINET AND COMPONENTS COMPLETE & DELIVER TO STARKVILLE UTILITIES.
2. REMOVE ALL SPIN & TETHER WIRES, CONDUITS, POWER CABLES RELATED TO EXISTING TRAFFIC SIGNALS, COMPLETE.
3. REMOVE EXISTING TRAFFIC SIGNAL HEADS COMPLETE. REMOVE EXISTING LED BULBS & DELIVER BULBS TO JASON HORNIER (STARKVILLE UTILITIES) DISCARD THE SIGNAL HEADS AFTER THE LED'S ARE REMOVED.
4. REMOVE CONCRETE POLE COMPLETE.
5. REMOVE PEDESTRIAN SIGNAL HEAD & PUSH BUTTON & DELIVER TO JASON HORNIER (STARKVILLE UTILITIES).
6. REMOVE EXISTING ELECTRICAL SERVICE TO TRAFFIC CONTROL CABINET COMPLETE. COORDINATE REMOVAL WITH STARKVILLE UTILITIES (JASON HORNIER).



LOUISVILLE STREET TRAFFIC SIGNAL REPLACEMENTS

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

MARK	DATE	DESCRIPTION
IFB	04/04/22	ISSUED FOR BID



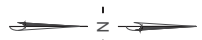
PROJECT NO.	87579-01
DRAWN BY:	NSW
CHECKED BY:	JM
DATE:	04/04/22
SCALE:	AS SHOWN
VERIFY SCALE	BY: [Signature]
ORIGINAL DRAWING	DATE: [Signature]
DATE: [Signature]	BY: [Signature]
DATE: [Signature]	BY: [Signature]

ED1.1

SCALE: 1" = 10'

1. EXISTING TRAFFIC CONTROL SIGNALS SHALL REMAIN IN SERVICE AT ALL TIMES UNTIL SUCH TIME AS NEW TRAFFIC CONTROL SIGNALS CONSTRUCTED ON THIS PROJECT HAVE BEEN PLACED INTO SERVICE.

- 1 REMOVE EXISTING TRAFFIC CONTROL CABINET AND COMPONENTS COMPLETE & DELIVER TO STARKVILLE UTILITIES.
- 2 REMOVE ALL SPAN & TETHER WIRES, CONDUITS, POWER CABLES RELATED TO EXISTING TRAFFIC SIGNALS, COMPLETE.
- 3 REMOVE EXISTING TRAFFIC SIGNAL HEADS COMPLETE. REMOVE EXISTING LED BULBS & BULB BUST TO JASON HORNOR (STARKVILLE UTILITIES). DISCARD THE SIGNAL HEADS AFTER THE LED'S ARE REMOVED.
- 4 REMOVE EXISTING ELECTRICAL SERVICE TO TRAFFIC CONTROL CABINET COMPLETE. COORDINATE REMOVAL WITH STARKVILLE UTILITIES (JASON HORNOR).



STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

[illegible]

PROJECT NO.	101E3746
DRAWN BY:	REM
CHECKED BY:	JM
DATE:	04/04/2022
SCALE:	AS SHOWN
VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 [REDACTED] 1"	
TRAFFIC SIGNAL DEMOLITION PLAN - LVNN LANE	

DRAWING NO.
ED1.2

NUMBERED NOTES

- 1 REMOVE EXISTING TRAFFIC CONTROL CABINET AND COMPONENTS COMPLETE & DELIVER TO STARKVILLE UTILITIES.
- 2 REMOVE ALL SPARK, TETHERING, CONDUITS, POWER CABLES RELATED TO EXISTING TRAFFIC SIGNALS COMPLETE.
- 3 REMOVE EXISTING TRAFFIC SIGNAL HEADS COMPLETE. REMOVE EXISTING DISCARD THE SIGNAL HEADS AFTER THE LEFTS ARE REMOVED. (UTILITIES).
- 4 REMOVE PILE DOWN GUY & ANCHOR.
- 5 REMOVE EXISTING ELECTRICAL SERVICE TO TRAFFIC CONTROL CABINET COMPLETE. COORDINATE REMOVAL WITH STARKVILLE UTILITIES (LASON HOMER).

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

[illegible]

PROJECT NO.	101E3140
DRAWN BY:	REB
CHECKED BY:	JAC
DATE:	04/04/2022
SCALE:	AS SHOWN
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0 [REDACTED] 1"	
TRAFFIC SIGNAL DEMOITION PLAN - ACADEMY ROAD	

DRAWING NO.
ED1.3

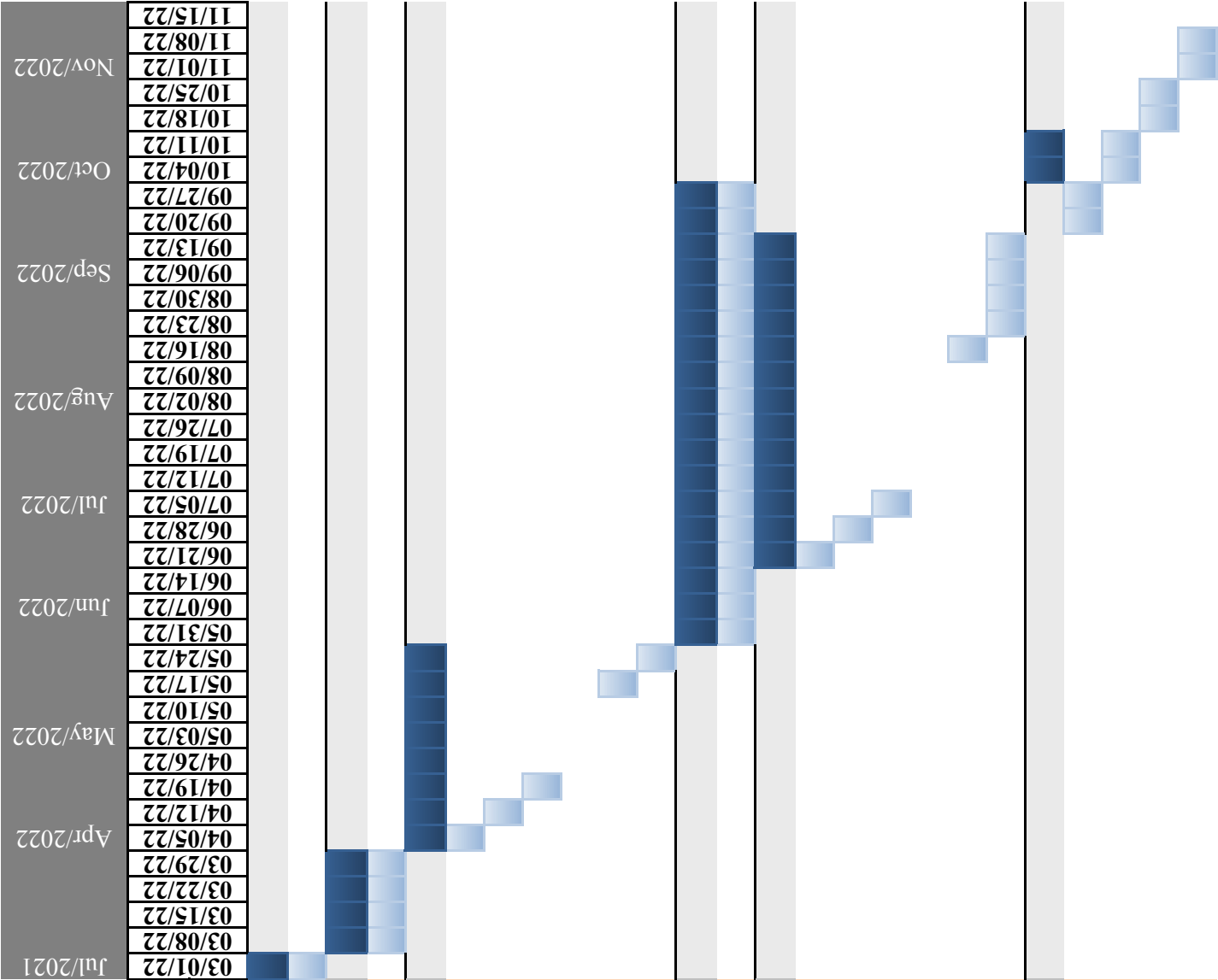
PROJECT SCHEDULE

Project: Louisville Street Traffic Signal Improvements

Date: 02/14/2022

Location: Starkville, Mississippi

Task		Start	End	% Comp.
Task 1 - Project Approval				
1A - Board Approval		3/1/22	3/1/22	0%
Task 2 - Engineering				
2A - Design & Preparation of Bid Documents		3/2/22	3/30/22	0%
Task 3 - Material Procurement				
3A - Traffic Signal Poles & Mast Arms - Board Approval to Advertise		4/5/22	5/25/22	0%
3B - Traffic Signal Poles & Mast Arms - First Advertisement		4/12/22	4/12/22	0%
3C - Traffic Signal Poles & Mast Arms - Second Advertisement		4/19/22	4/19/22	0%
3D - Traffic Signal Poles & Mast Arms - Receive Bids		5/5/22	5/5/22	0%
3E - Traffic Signal Poles & Mast Arms - Board Approval to Award		5/17/22	5/17/22	0%
3F - Traffic Signal Poles & Mast Arms - Equipment Ordered		5/18/22	5/25/22	0%
Task 4 - Material Delivery				
4A - Traffic Signal Poles & Mast Arms (18 Week Delivery)		5/25/22	9/28/22	0%
Task 5 - Construction Procurement				
5A - Construction - Board Approval to Advertise		6/21/22	6/21/22	0%
5B - Construction - First Advertisement		6/28/22	6/28/22	0%
5C - Construction - Second Advertisement		7/5/22	7/5/22	0%
5D - Construction - Receive Bids		8/4/22	8/4/22	0%
5E - Construction - Board Approval to Award		8/16/22	8/16/22	0%
5F - Construction - Notice to Proceed		8/17/22	9/14/22	0%
Phase 6 - Substation Construction				
6A - Submittals & Mobilization - 2 Weeks		9/14/22	9/28/22	0%
6A - Louisville Street at Yellow Jacket - 2 Weeks		9/28/22	10/12/22	0%
6B - Louisville Street at Lynn Lane - 2 Weeks		10/12/22	10/26/22	0%
6A - Louisville Street at Academy - 2 Weeks		10/26/22	11/9/22	0%





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 04.19.2022
PAGE: 1

SUBJECT: Consideration of approving the advertising of bids for the Louisville Street Traffic Signal Improvement Materials and Components.

AMOUNT & SOURCE OF FUNDING :

FISCAL NOTE:.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

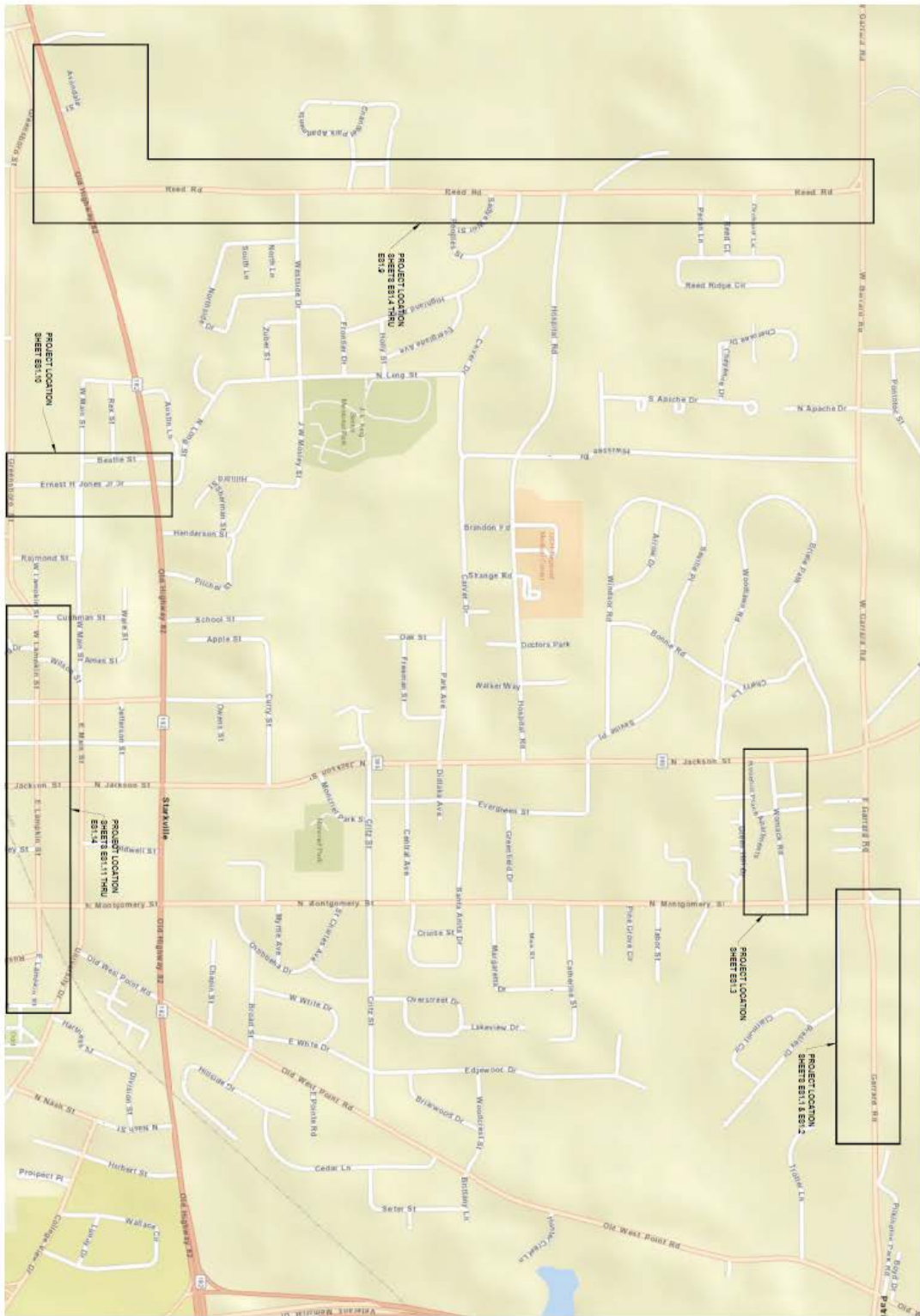
FOR MORE INFORMATION CONTACT: Edward C. Kemp

This project is part of the 2022-2025 Capital Improvement plan and includes 3 signals on Louisville Street at the following intersections: Yellowjacket Drive, Lynn Lane, Academy Road.

This action will solicit bids for the material portion of the project which will allow it to be ordered right away and the manufacturing to begin.

There will be a separate Advertisement/ Bid for the construction and installation of these components which will commence once the materials have been delivered on site.

SUGGESTED MOTION: Move for approval of the advertising of bids for the Louisville Street Traffic Signal Improvement Materials and Components.



LOCATION MAP
SCALE: NONE

20200212.LSK
ES1.0

VERIFY SCALE	
ORIGINAL DRAWING	0
SCALE	1"=100'
DATE	01/07/2025
DRAWN BY	MEZ/2025
CHECKED BY	JK
PROJECT NO.	20200212.LSK



OFF-CORRIDOR 13KV ELECTRICAL
IMPROVEMENTS FOR HIGHWAY 182
REVITALIZATION PROJECT
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

MARK	DATE	DESCRIPTION
IPC	01/07/2025	ISSUED FOR CONSTRUCTION





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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 04.19.2022
PAGE:

SUBJECT: Approval of Neel Schaffer as the preferred consultant to provide the South Montgomery traffic study services and authorization for the Mayor to negotiate and execute an engineering consultant contract.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

Board has previously approved to advertise for proposals for Traffic Study and engineering services.

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION CONTACT: Mayor Spruill or Edward C. Kemp

The City of Starkville Consultant review and interview Committee met on August 19th in the second floor conference room located at City Hall, 110 West main street in Starkville, MS to review the submitted proposals and decided to invite both consultants in for an interview.

Those interviews were held on March 31. After the interviews were completed, the individual committee members were instructed to independently complete their score sheets for the final tally. The final results are as follows:

SOUTH MONTGOMERY TRAFFIC STUDY CONSULTANT REVIEW AND INTERVIEW COMMITTEE			
PROPOSAL COMPONENT AND SCORING CRITERIA	AVAILABLE POINTS	NEEL SCHAFER TOTAL SCORE	VOLKERT TOTAL SCORE
Understanding of the scope of work and the City's overall project goals and the consultant's strategy for carrying out the required work tasks to meet the project goals.	80	76	65
Past experience and performance on similar projects related to cost control, quality of work, meeting schedules, errors and omissions control.	80	79	65
The consultant's experience gathering public input via digital platforms.	80	49	74
The present workload of the consultant, availability of staff and ability to meet the project task schedule.	80	80	61
Familiarity with applicable practices and procedures for the type of work involved.	40	40	32
Familiarity with the various applicable regulatory agencies' requirements and procedures for the types of work involved.	40	40	32
TOTAL	400	364	329

Based on the highest ranking and the submitted proposal meeting the necessary requirements, the committee recommends proceeding with approval of Neel Schaffer as the preferred consultant and to begin negotiations with that firm.

A copy of each proposal and the full scoresheets are available for viewing in the Engineering Department office.

The following individual serves on the consultant review and interview committee

Mayor Lynn Spruill

Alderman Jeffrey Rupp

Alderman Mike Brooks

Edward Kemp, City Engineer

SUGGESTED MOTION: Move to approve Neel Schaffer as the preferred consultant to provide the South Montgomery traffic study services and authorization for the Mayor to negotiate and execute an engineering consultant contract.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 04.19.2022
PAGE: 1

SUBJECT: Consideration of approval of Change Order #1 in the amount of \$10,692.00 for the Sportsplex Drainage for the addition of a line item for excess excavation to the contract.

AMOUNT & SOURCE OF FUNDING This project will be funded through park bond funds
FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp or Mary Williams

The line item for excess excavation was inadvertently left off of the proposal. This line item covers the excavation and removal of soils which are unsuitable for bedding material around the new drainage pipes which will be installed. The proposed change order will accommodate additional materials and labor needed to perform this work.

SUGGESTED MOTION: Move for approval of Change Order #1 in the amount of \$10,692.00 for the Sportsplex Drainage for the addition of a line item for excess excavation to the contract.

Change Order

No. 1

Date of Issuance: 4/19/22

Effective Date: 4/19/22

Project: Sportsplex Drainage Improvements	Owner: City of Starkville	Owner's Contract No.: 21046
Contract: Sportsplex Drainage Improvements		Date of Contract: 03/02/22
Contractor: Weathers Construction, Inc.		Engineer's Project No.: 21046

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

Description:

Add Line Item "Excess Excavation"

Reason for Change Order: The line item and quantity for excess excavation was inadvertently omitted from the contract documents and needs to be added.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$240,551.54

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$240,551.54

Increase of this Change Order:

\$10,692.00

Contract Price incorporating Change Order:

\$251,243.54

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 90

Ready for final payment (days or date): 90

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 90

Ready for final payment (days or date): 90

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 90

Ready for final payment (days or date): 90

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 04.19.2022
PAGE: 1

SUBJECT: Consideration for approval of Change Order #5 in the amount of \$7,727.50 for the Sportsplex parking lot for the replacement of unstable soils discovered during construction; concrete crosswalk in lieu of asphalt; and correction of ponding water in existing parking lot due to new construction.

AMOUNT & SOURCE OF FUNDING This project will be funded through park bond funds
FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp or Mary Williams

The contractor discovered an area of unstable soils which was not shown on the plans that needed to be replaced with proper base material under the new parking lot. Additionally, a concrete crosswalk was installed across the new access road in lieu of the proposed asphalt crosswalk. Also, during construction of the new sidewalk access to the existing parking lot, it was discovered that the new curb installed would create an area of ponding water in the existing parking lot. Additional sections of curb and areas of asphalt were removed to ensure proper drainage of this water. The proposed change order will accommodate additional materials and labor needed to perform this work.

SUGGESTED MOTION: Move for approval of Change Order #5 in the amount of \$7,727.50 for the Sportsplex parking lot for the replacement of unstable soils discovered during construction; concrete crosswalk in lieu of asphalt; and correction of ponding water in existing parking lot due to new construction.

Change Order

No. 5 (Final)

Date of Issuance: 4/1/22

Effective Date: 4/19/22

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

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

Description:

Final Change Order

Reason for Change Order: Replacement of unstable soils discovered during construction; concrete crosswalk in lieu of asphalt across driveway; correction of ponding water in existing parking lot.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$851,300.00

Increase from previously approved Contract to No. 5:

\$177,836.74

Contract Price prior to this Change Order:

\$1,029,136.74

Increase of this Change Order:

\$7,727.50

Contract Price incorporating Change Order:

\$1,036,864.24

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 1/5/22

Ready for final payment (days or date): 1/5/22

Increase from previously approved Change Orders to No. 5:

Substantial completion (days): 17

Ready for final payment (days): 17

Contract Times prior to this Change Order:

Substantial completion (days or date): 1/22/22

Ready for final payment (days or date): 1/22/22

Increase of this Change Order:

Substantial completion (days or date): 2/12/22

Ready for final payment (days or date): 2/12/22

Contract Times with all approved Change Orders:

Substantial completion (days or date): 2/12/22

Ready for final payment (days or date): 2/12/22

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 04/19/2022
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2021 – 2022 Budget

FISCAL NOTE: Total Claims for the FY 22 Claims Docket Ending April 19, 2022 is \$3,214,250.25
Of which the claims amount for Starkville Utilities is \$2,060,772.98

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of November 30, 2022 for fiscal years ending 09/30/22, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 4/6/2022 - 4/13/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
WILLIAM ALFORD	INV0034843	03/15/2022	AFLAC REFUND PREIUM	001-000-118-795	13.46
CADENCE /ELAN VISA	58525955	03/17/2022	INDEED MARCH 2022	001-000-053-206	258.99
CADENCE /ELAN VISA	58525955	03/17/2022	INDEED MARCH 2022	001-000-054-205	258.98
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-000-054-205	1,093.93
KRONOS	11897699	04/06/2022	PAYROLL	001-000-054-205	944.13
JACKSON HARRELL	INV0034825	04/11/2022	OVERPAYMENT ON PUBLIC DRUNK	001-000-149-691	10.00
DOROTHY ROBINSON	INV0034826	04/11/2022	RESTITUTION FROM DENISE L PETERSON/BROOKS	001-000-149-691	20.00
Outstanding Total:					2,599.49
Department 000 - UNDESIGNATED Total:					2,599.49
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES 0030343986 2.26.22-3.25.22	001-100-604-330	243.59
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-100-604-330	77.34
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	001-100-604-330	77.35
VERIZON WIRELESS	05V000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-100-604-330	79.01
Outstanding Total:					477.29
Department 100 - BOARD OF ALDERMEN Total:					477.29
Department: 110 - MUNICIPAL COURT					
Outstanding					
LARNZY CARPENTER	INV0034798	03/25/2022	FILL IN JUDGE 2 HOURS	001-110-600-301	105.76
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-110-604-330	77.34
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	001-110-604-330	40.01
LARNZY CARPENTER	INV0034797	03/31/2022	6 HOURS FILL IN JUDGE	001-110-600-301	317.28
VERIZON WIRELESS	05V000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-110-604-330	39.50
ALEXIS ROBINSON	INV0034840	04/12/2022	HOURS FOR COURT CLERK WORK	001-110-600-301	232.50
Outstanding Total:					812.39
Paid					
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-166	848.00
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-376	100.50
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-377	610.00
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-378	513.75
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-382	14,727.76
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-385	2,571.37
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-387	3,693.25
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-389	20.00
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-393	230.25

Expense Approval Report

Post Dates: 4/6/2022 - 4/13/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-395	75.00
STATE TREASURER	INV0034805	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-398	5,341.25
MS DEPT OF PUBLIC SAFETY	INV0034806	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-386	2,151.75
MS DEPT OF PUBLIC SAFETY	INV0034806	04/08/2022	MARCH MUNICIPAL COURT SETTLEMENT	001-110-330-397	250.00
MS DEPT OF PUBLIC SAFETY	INV0034807	04/08/2022	JANUARY MUNICIPAL SETTLEMENT	001-110-330-386	1,811.00
MS DEPT OF PUBLIC SAFETY	INV0034809	04/08/2022	FEBRUARY MUNICIPAL COURT SETTLEMENT	001-110-330-386	1,840.00
Paid Total:					34,783.88
Department 110 - MUNICIPAL COURT Total:					35,596.27

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0034830	04/08/2022	ACCT #2490 MONTHLY	001-111-604-330	149.19
Outstanding Total:					149.19
Department 111 - YOUTH COURT Total:					149.19

Department: 120 - MAYORS OFFICE

Outstanding

AMAZON CAPITAL SERVICES, INC.	114-0321567-8252253	03/16/2022	COFFEE,CUPS,CREAMER,& SWEET N LOW	001-120-503-202	146.21
SLAUGHTER & ASSOCIATES, PLLC	S-21625	03/20/2022	ANNEXATION CONVERT MAP TO CAD	001-120-600-300	75.00
CANON SOLUTIONS AMERICA	6000117807	03/25/2022	COPIER USAGE 2.12.22-3.11.2	001-120-604-330	67.36
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-120-604-330	77.34
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	001-120-604-330	40.01
VERIZON WIRELESS	OSV000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-120-604-330	39.50
CANON SOLUTIONS AMERICA	6000227503	04/01/2022	MAINTENANCE	001-120-604-330	6.51
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSM-0422	04/01/2022	MARCH 2022 SERVICES RENDERED	001-120-600-300	4,166.66
PETTY CASH VOUCHERS	INV0034804	04/07/2022	ALDERMAN DRINKS	001-120-503-202	22.32
SOUTHERN TELECOMMUNICATIONS	INV0034830	04/08/2022	ACCT #2490 MONTHLY	001-120-604-330	92.91
Outstanding Total:					4,733.82
Department 120 - MAYORS OFFICE Total:					4,733.82

Department: 123 - IT

Outstanding

CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES 0030343986 2.26.22-3.25.22	001-123-604-330	86.02
GOVERNMENT LEASING, LLC	GLC23104-33-60	03/27/2022	MONTHLY LEASE 2.27.22-3.26.22	001-123-918-806	1,153.00
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-123-604-330	77.34
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	001-123-604-330	406.48
CONVERGINT TECHNOLOGIES, LLC	W1080028	03/31/2022	ANNUAL STRATOCAST SUBSCRIPTION	001-123-918-805	840.57
VERIZON WIRELESS	OSV000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-123-604-330	434.54
BLUIP, INC.	145773	04/01/2022	RECURRING USAGE	001-123-604-330	1,513.21
CONVERGINT TECHNOLOGIES, LLC	W991033	04/01/2022	PD CAMERA SUPPORT	001-123-918-805	500.00
MAXXSOUTH BROADBAND	INV0034794	04/03/2022	8282411010589548	001-123-604-330	775.48
AMAZON CAPITAL SERVICES, INC.	14FG-WGQ1-6WL1	04/05/2022	USB DISPLAY PORT CABLE	001-123-630-400	39.05
SOUTHERN TELECOMMUNICATIONS	INV0034830	04/08/2022	ACCT #2490 MONTHLY	001-123-604-330	92.91
GOVERNMENT LEASING COMPANY, LLC	23104.4	04/11/2022	10 ACTIVE SOLUTIONS CAMERAS W/ENCLOSURES	001-123-918-806	1,153.00

Expense Approval Report

Post Dates: 4/6/2022 - 4/13/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GOVERNMENT LEASING, LLC	23851.4	04/11/2022	5 ACTIVE SOLUTIONS CAMERAS W/ENCLOSURES 27 OF 60	001-123-918-806	667.00
CADENCE /ELAN VISA	INV0034822	04/11/2022	GATECOM	001-123-600-300	19.95
CONVERGINT TECHNOLOGIES, LLC	W1091097	04/11/2022	FAULKENBURY & WILKINSON PD CAMERA SOFTWARE MAINTEN	001-123-918-805	600.00
CONVERGINT TECHNOLOGIES, LLC	W1231244	04/11/2022	PD CAMERA YEARLY SOFTWARE PAYMENT	001-123-918-805	7,425.95
CONVERGINT TECHNOLOGIES, LLC	W997902	04/11/2022	PD CAMERA SUPPORT	001-123-918-805	210.00
Outstanding Total:					15,994.50
Department 123 - IT Total:					15,994.50

Department: 145 - OTHER ADMINISTRATIVE

Outstanding					
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES	001-145-604-330	47.44
			0030343986 2.26.22-3.25.22		
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-145-604-330	77.34
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT	001-145-604-330	40.01
			#523561109-00001		
VERIZON WIRELESS	05V000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-145-604-330	39.50
AMAZON CAPITAL SERVICES, INC.	1VGF-3KKR-6746	04/06/2022	C BATTERIES, WOOD	001-145-501-200	13.97
			PODIUM, SHIPPING		
CADENCE /ELAN VISA	INV0034802	04/06/2022	MSCPA TRAINING WEBB	001-145-481-140	160.00
			CORBAN		
SOUTHERN	INV0034830	04/08/2022	ACCT #2490 MONTHLY	001-145-604-330	46.46
TELECOMMUNICATIONS					
PETTY CASH VOUCHERS	INV0034838	04/11/2022	PUT TOGETHER PODIUM	001-145-501-200	50.00
Outstanding Total:					474.72
Department 145 - OTHER ADMINISTRATIVE Total:					474.72

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding					
REYNOLDS/RENASANT	1218210	04/04/2022	THOMAS ROERSON POLICY	001-159-620-371	175.00
INSURANCE AGENCY			#71538112		
REYNOLDS/RENASANT	1218211	04/04/2022	JONATHAN HEADLEY POLICY #	001-159-620-371	175.00
INSURANCE AGENCY			71535166		
REYNOLDS/RENASANT	1218212	04/04/2022	SCOTTY CARRITHERS POLICY #	001-159-620-371	175.00
INSURANCE AGENCY			71535149		
REYNOLDS/RENASANT	1218294	04/05/2022	FELISHA ARNEY POLICY #	001-159-620-371	175.00
INSURANCE AGENCY			66204110		
Outstanding Total:					700.00
Department 159 - BONDING-CITY EMPLOYEES Total:					700.00

Department: 169 - LEGAL

Outstanding					
STARKVILLE DAILY NEWS	300225382	11/03/2021	HELP WANTED COMMITTEE A	001-169-615-342	106.00
STARKVILLE DAILY NEWS	300225405	11/03/2021	ONLINE EDITION HELP	001-169-615-342	5.00
			WANTED		
STARKVILLE DAILY NEWS	300225457	11/07/2021	HELP WANTED OPENING IN	001-169-615-342	116.00
			FINANCE DEPT		
STARKVILLE DAILY NEWS	300225489	11/07/2021	HELP WANTED ADS WEB	001-169-615-342	5.00
STARKVILLE DAILY NEWS	300225309	11/10/2021	SOURCE AND SUPPLY AD	001-169-615-342	56.16
STARKVILLE DAILY NEWS	300228639	03/25/2022	PUBLIC HEARING (2) 400 MLK	001-169-615-342	55.92
			JR		
STARKVILLE DAILY NEWS	300228640	03/25/2022	PUBLIC HEARING VOWELL	001-169-615-342	88.44
STARKVILLE DAILY NEWS	300228651	03/29/2022	PUBLIC HEARING 2022 ST	001-169-615-342	107.42
			IMPROV BIDS		
STARKVILLE DAILY NEWS	30228657	03/30/2022	PUBLIC HEARING 405	001-169-615-342	51.84
			RUSSELL ST		
STARKVILLE DAILY NEWS	300228663	03/31/2022	PUBLIC HEARING 601 UNIV.	001-169-615-342	45.24
			DRIVE		

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
J SCOTT TENHET & ASSOCIATES INC	INV0034796	04/05/2022	APPRAISAL HWY 25 S	001-169-615-342	1,275.00
WAIDE APPRAISALS LLC	220117	04/06/2022	APPRAISAL HWY 25 S	001-169-615-342	1,295.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	436318	04/13/2022	FOR PROFESSIONAL SERVICES RENDERED & EXPENSES 3/31	001-169-600-302	13,704.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	436319	04/13/2022	MARCH LITIGATION	001-169-600-312	592.10

Outstanding Total: 17,503.12

Department 169 - LEGAL Total: 17,503.12

Department: 180 - HUMAN RESOURCES

Outstanding					
CLINIC AT ELM LAKE, THE	7030900	03/17/2022	DRUG SCREEN	001-180-600-320	30.00
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES	001-180-604-330	51.69
			0030343986 2.26.22-3.25.22		
CADENCE /ELAN VISA	59180203	03/31/2022	INDEED MARCH 2022	001-180-610-340	496.60
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT	001-180-604-330	46.64
			#523561109-00001		
VERIZON WIRELESS	OSV000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-180-604-330	39.50
KRONOS	11897699	04/06/2022	PAYROLL	001-180-691-505	2,832.37
FEDEX	7-714-82241	04/06/2022	PAYROLL SERVICES	001-180-691-505	30.74

Outstanding Total: 3,527.54

Department 180 - HUMAN RESOURCES Total: 3,527.54

Department: 190 - CITY PLANNER

Outstanding					
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES	001-190-604-330	156.03
			0030343986 2.26.22-3.25.22		
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-190-604-330	77.33
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT	001-190-604-330	321.06
			#523561109-00001		
VERIZON WIRELESS	OSV000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-190-604-330	256.77
ODIE AVERY	INV0034803	04/01/2022	REIMBURSEMENT FOR MDAH CONFERENCE	001-190-610-350	313.18
ODIE AVERY	INV0034803	04/01/2022	REIMBURSEMENT FOR MDAH CONFERENCE	001-190-610-350	35.64
ODIE AVERY	INV0034803	04/01/2022	REIMBURSEMENT FOR MDAH CONFERENCE	001-190-690-553	75.00
CADENCE /ELAN VISA	VPFRKH24KL	04/01/2022	CUSTOM YARD SIGN	001-190-501-200	156.36

Outstanding Total: 1,391.37

Department 190 - CITY PLANNER Total: 1,391.37

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding					
STARKVILLE UTILITIES	INV0034835	03/28/2022	MONTHLY CHARGES	001-192-625-380	2,068.64
KONE, INC.	1158310681	03/30/2022	EQUIPMENT AND MAINTENANCE	001-192-630-403	1,495.08
NORTHEAST EXTERMIN- CITY HALL ACCT	113274	04/05/2022	MONTHLY EXTERMINATING	001-192-600-338	45.00
CINTAS	4115461750	04/05/2022	SUPPLIES	001-192-510-220	11.97
CINTAS	4115461857	04/05/2022	SUPPLIES	001-192-510-220	70.45
AMAZON CAPITAL SERVICES, INC.	1VGF-3KKR-6746	04/06/2022	C BATTERIES, WOOD PODIUM, SHIPPING	001-192-510-220	181.98
CINTAS	4116158836	04/12/2022	SUPPLIES	001-192-510-220	69.11
CINTAS	4116158897	04/12/2022	SUPPLIES	001-192-510-220	70.45

Outstanding Total: 4,012.68

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 4,012.68

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	3870	04/05/2022	CHAMBER MEMBERSHIP DUE	001-195-951-966	6,250.00
Outstanding Total:					6,250.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					6,250.00
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	146	04/02/2022	MARCH LAWN CARE SERVICES	001-196-630-425	800.00
HAMPTON YOUNG CORP.	146	04/02/2022	MARCH LAWN CARE SERVICES	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	146	04/02/2022	MARCH LAWN CARE SERVICES	001-196-637-637	600.00
Outstanding Total:					3,000.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,000.00
Department: 197 - ENGINEERING					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-197-604-330	77.33
Outstanding Total:					77.33
Department 197 - ENGINEERING Total:					77.33
Department: 201 - POLICE DEPARTMENT					
Outstanding					
UTILITY ASSOCIATES, INC.	37682	04/09/2021	BODY CAM AGREEMENT & TECHNICAL SUPPORT	001-201-918-800	77,700.00
STARKVILLE FAMILY PRACTICE	INV0034834	03/09/2022	PRISONER MEDICAL J CLAYTON	001-201-541-240	185.00
LAIRD CLINIC -POLICE ACCOUNT	531033	03/14/2022	PHYSICAL M HUGHES	001-201-600-300	188.00
HOWARD INDUSTRIES	22-00545244	03/18/2022	COMPUTER CPL CHRIS JACKSON	001-201-630-404	1,975.00
SIRCHIE FINGER PRINT LABORATORIES I	0536559	03/21/2022	EVIDENCE BAGS & INTERGRITY BAGS	001-201-556-251	460.47
GTPDD PHARMACY	INV0034849	03/24/2022	MEDICINE FOR PRISONER H THOMPSON (8)	001-201-541-240	504.47
MSU OFFICE OF RESEARCH	01	03/25/2022	GRANT WRITING WORKSHOP	001-201-690-552	150.00
IVY AUTO PARTS, LLC.	683113	03/25/2022	ATM-20 FUSES	001-201-630-360	27.23
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES	001-201-604-330	2,294.31
AT&T MOBILITY	287308925437X04052022	03/27/2022	0030343986 2.26.22-3.25.22 MONTHLY CHARGES ACCT # 287308925437	001-201-604-330	1,958.40
AT&T MOBILITY	287308964770X04052022	03/27/2022	MONTHLY 287308964770	001-201-604-330	205.29
ARMY NAVY PAWN SHOP	032822A	03/28/2022	UNIFORMS SUMMER	001-201-535-233	415.00
LOWE'S-POLICE	09736	03/28/2022	WEIGHT, REV TAC PANT KHAKI	001-201-545-238	66.46
R&M TIRES	1137505	03/28/2022	2 RAKES FOR FIRING RANGE	001-201-630-360	245.94
VILLAGE ANIMAL HOSPITAL, PLLC	232834	03/28/2022	VIN#5931 OIL & FILTER	001-201-630-360	428.47
COPY COW	35040	03/28/2022	CHANGE AND BRAKE PADS	001-201-600-300	124.62
MID-SOUTH UNIFORM & SUPPLY, INC	627424	03/28/2022	MEDICATION,TOPICALS,SUPPL	001-201-615-343	160.00
IVY AUTO PARTS, LLC.	683230	03/28/2022	EMEMNTS,RABIES VACCINATI	001-201-535-233	41.63
OKTIBBEHA COUNTY COOPERATIVE	768625	03/28/2022	PRINTING AND BINDING 10	001-201-630-360	359.55
FUELMAN / FLEETCOR	INV0034799	03/28/2022	FTO BOOKS	001-201-525-231	4,460.86
STARKVILLE UTILITIES	INV0034835	03/28/2022	UNIFORMS 100 HAT PATCHES	001-201-625-380	2,734.58
GTPDD PHARMACY	INV0034851	03/28/2022	MAXI FUSE ASSORT 120 PC	001-201-541-240	84.35
R&M TIRES	1137530	03/29/2022	ATO FUSE KIT	001-201-630-360	59.45
R&M TIRES	1137547	03/29/2022	SWAT BOOTS OFF. BALL, MCCOY, MASON	001-201-630-360	20.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LAIRD CLINIC -POLICE ACCOUNT	531552	03/29/2022	PHYSICAL M THOMAS	001-201-600-300	188.00
LAIRD CLINIC -POLICE ACCOUNT	531616	03/29/2022	PHYSICAL D BALL	001-201-600-300	188.00
AXON ENTERPRISE, INC	INUS063065	03/29/2022	TASER AND RIGHT HAND HOLSTER	001-201-556-251	232.05
AMAZON CAPITAL SERVICES, INC.	1TGC-K1X6-VR4L	03/30/2022	BLACK PENS, CORK BOARD	001-201-501-200	110.87
HOWARD INDUSTRIES	22-00546173	03/30/2022	LENVO THINKPAD HYBRID USB C W/USB-A DOCK	001-201-630-404	409.00
TRI-STARR MUFFLER & BRAKE	280677	03/30/2022	REPAIRS & MAINTENANCE VIN#7720 WINDSHIELD WIPE	001-201-630-360	49.98
MID-SOUTH UNIFORM & SUPPLY, INC	627420	03/30/2022	(5)STINGERC4 LEDDC CHARGER (2) TINT READER	001-201-535-233	1,177.95
IVY AUTO PARTS, LLC.	683337	03/30/2022	AIR FILTER FOR S-24	001-201-630-360	6.69
DOLAN CONSULTING GROUP, LLC	L2225-0322-0510-517	03/30/2022	EVENT REGISTRATION	001-201-690-552	995.00
DOLAN CONSULTING GROUP, LLC	L2225-0322-0511-0518	03/30/2022	TRAINING REGISTRATION	001-201-690-552	995.00
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-201-604-330	77.33
ARMY NAVY PAWN SHOP	033122A	03/31/2022	CODE RED 2.5 EARPICES (6)	001-201-535-233	210.00
BRISLIN, INC	220455	03/31/2022	BUILDING MAINTENANCE	001-201-630-426	201.00
LAIRD CLINIC -POLICE ACCOUNT	531549	03/31/2022	C MCCOY PHYSICAL, EKG & D	001-201-600-300	188.00
WALMART- CAPITAL ONE	876313	03/31/2022	CHARGES CABLE FOR BODY CAMERAS	001-201-556-251	61.54
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	001-201-604-330	1,243.77
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	001-201-690-450	1,179.35
PILEUM CORPORATION	P77141	03/31/2022	PROFESSIONAL SERVICES MICHAEL MEDLIN	001-201-600-300	112.50
GTPDD PHARMACY	RECPT#33408	03/31/2022	MEDICINE FOR INMATE H THOMPSON	001-201-541-240	39.29
VERIZON WIRELESS	OSV000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-201-604-330	217.27
VERIZON WIRELESS	OSV000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-201-690-450	158.01
R&M TIRES	1137605	04/01/2022	VIB#516 REPAIR FLAT TIRE	001-201-630-360	20.00
SECURITY SOLUTIONS	227354	04/01/2022	ANNUAL CELLULAR MONITORING FOR COPS SUBSTATION	001-201-600-300	300.00
TK ELEVATOR CORP	3006503866	04/01/2022	MAINTENANCE ON ELEVATO	001-201-630-426	1,074.82
AT&T MOBILITY	3137199182	04/01/2022	MONTHLY CHARGES 4.1.22-4.30.22	001-201-604-330	213.32
MAGNOLIA BOTTLED WATER CO	51077	04/01/2022	9 COOLER WATERS	001-201-501-200	81.00
CANON SOLUTIONS AMERICA	6000225521	04/01/2022	COPIER USAGE 3.1.22-4.30.22 MAINTENANCE 4.1-4.	001-201-604-330	52.16
CANON SOLUTIONS AMERICA	6000226062	04/01/2022	COPIER USAGE 3.1.22-3.31.22	001-201-604-330	105.55
SULLIVAN'S OFFICE SUPPLY, INC.	72016	04/01/2022	(3) 3 RING BINDERS	001-201-501-200	8.91
WINSTON/CHOCTAW REGIONAL CORRECTIONAL FACILITY	818	04/01/2022	PRISONER HOUSING INMATE D LINDSEY	001-201-541-237	200.00
FIRST NATIONAL BANK OF CLARKSDALE	INV0034795	04/01/2022	INMATE HOUSING D LINDSEY	001-201-541-237	720.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0034845	04/01/2022	PRISONER HOUSING/FEEDING/12 BEDS MARCH 22	001-201-541-237	10,950.00
MAXXSOUTH BROADBAND	INV0034848	04/01/2022	MONTHLY SERVICE FORENSIC WIRELESS MODEM	001-201-604-330	79.06
WALMART- CAPITAL ONE	132886	04/04/2022	SCALE, SHADE, GEN LEDGER, HANGERS W/STUDS	001-201-501-200	102.94
NEWELL PAPER COMPANY	3144013	04/04/2022	BATHROOM CLEANER I CASE	001-201-555-208	46.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WALMART- CAPITAL ONE	322949	04/04/2022	PHONE CHARGES	001-201-501-200	34.52
SULLIVAN'S OFFICE SUPPLY, INC.	72073	04/04/2022	STORAGE FILES DRY EREASE MARKERS	001-201-501-200	53.66
MONROE COUNTY SHERIFF'S OFFICE	890.1	04/04/2022	INMATE HOUSING A HUBBAR	001-201-541-237	775.00
AXON ENTERPRISE, INC	INUS064549	04/04/2022	SPARE CARTRIDGE BATTERY PACK X26P TASER	001-201-556-251	523.38
FUELMAN / FLEETCOR	INV0034827	04/04/2022	FUEL CHARGES 4.4.22-4.10.22	001-201-525-231	4,284.63
NORTHEAST EXTERM- POLICE ACCT	123	04/05/2022	MONTHLY PEST CONTROL	001-201-600-300	50.00
NORTHEAST EXTERM- POLICE ACCT	52371	04/05/2022	MONTHLY EXTERMINATING	001-201-600-300	50.00
S.T.O.R.M -SOBREITY TRAINED OFFICERS RE MS	2022 02SPD	04/06/2022	MEMEBERSHIP FOR MILES MCCLENDON PEDAN	001-201-690-555	90.00
PRECISION DELTA CORPORATION	23183	04/06/2022	WINCHESTER 9MM 14 GR TRUNCATED FMJ 500 RD/CASE 5.5	001-201-556-251	1,753.08
DPS CRIME LAB	90116306	04/06/2022	ANALYTICAL FEES (2)	001-201-600-300	120.00
GTPDD PHARMACY	INV0034850	04/06/2022	MEDICINE FOR PRISONER Z KENNEDY	001-201-541-240	5.00
R&M TIRES	1137686	04/07/2022	VIN#7162 OIL & FILTER CHANGE	001-201-630-360	59.45
GULF STATES DISTRIBUTORS, INC.	1415088-IN	04/07/2022	2 HO08742	001-201-556-251	169.90
AXON ENTERPRISE, INC	INUS066018	04/07/2022	2 YELLOW X26 HANDLE TASER	001-201-556-251	2,440.00
SOUTHERN TELECOMMUNICATIONS	INV0034830	04/08/2022	ACCT #2490 MONTHLY	001-201-604-330	46.44
SOUTHERN TELECOMMUNICATIONS	INV0034830	04/08/2022	ACCT #2490 MONTHLY	001-201-604-330	92.91
CHANCE LOWE	INV0034844	04/08/2022	REIMBURSE PURCHASE OF HEADLIGHT	001-201-630-360	20.30
R&M TIRES	1137745	04/11/2022	VIN#4115 OIL & FILTER CHANGE AND TIRE ROTATION	001-201-630-360	118.95
CADENCE /ELAN VISA	INV0034821	04/11/2022	GOOGLE DRIVE	001-201-501-200	19.99
STARKVILLE FAMILY PRACTICE	INV0034847	04/11/2022	MEDICINE FOR PRISONER H THOMPSON	001-201-541-240	185.00
AMAZON CAPITAL SERVICES, INC.	1CWJ-QHAF-C43J	04/12/2022	(2) SAMSUNG SSD PORTABLE EXT ST DRIVE (1) RAM MOUN	001-201-501-200	292.08

Outstanding Total: 128,105.06

Paid

CANON SOLUTIONS AMERICA	4039034898.1	04/06/2022	COPIER SCANNER DISPATCH	001-201-604-330	95.34
CANON SOLUTIONS AMERICA	4039040464.1	04/06/2022	COPIER INVESTIGATION DIVISION	001-201-604-330	47.19
CANON FINANCIAL SERVICES, INC	C4039034898	04/06/2022	WRONG VENDOR	001-201-604-330	-95.34
CANON FINANCIAL SERVICES, INC	C4039040464	04/06/2022	CORRECT VENDOR	001-201-604-330	-47.19

Paid Total: 0.00

Department 201 - POLICE DEPARTMENT Total: 128,105.06

Department: 261 - FIRE DEPARTMENT

Outstanding

NORTHEAST EXTERM - FIRE ACCT	49090	02/02/2022	ST 4 MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	49091	02/02/2022	ST 2 MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	49092	02/02/2022	ST 3 MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	49093	02/02/2022	ST 5 MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	49094	02/02/2022	ST 1 MONTHLY EXTERMINATING	001-261-558-269	22.00
SHEPS CLEANERS- FIRE ACCOUNT	51891	02/09/2022	UNIFORM CLEANING	001-261-600-430	41.50

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SHEPS CLEANERS- FIRE ACCOUNT	58537	03/08/2022	UNIFORM CLEANING	001-261-600-430	49.50
LAIRD CLINIC-FIRE ACCOUNT	530421	03/10/2022	MOFFETT HEP B TITER VARICE	001-261-600-319	316.00
LAIRD CLINIC-FIRE ACCOUNT	530846	03/10/2022	MOFFETT HEP B TITER	001-261-600-319	110.00
LAIRD CLINIC-FIRE ACCOUNT	530985	03/10/2022	BOREN PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	531276	03/10/2022	BATES PHYSICAL	001-261-600-319	138.00
LAIRD CLINIC-FIRE ACCOUNT	531277	03/10/2022	BETZ PHYSICAL	001-261-600-319	138.00
LAIRD CLINIC-FIRE ACCOUNT	531322	03/10/2022	C PALMER PHYSICAL	001-261-600-319	138.00
LAIRD CLINIC-FIRE ACCOUNT	531324	03/10/2022	J BRITT PHYSICAL	001-261-600-319	138.00
LAIRD CLINIC-FIRE ACCOUNT	531326	03/10/2022	Z BROWN PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	531330	03/10/2022	B FLAHERTY PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	531332	03/10/2022	B WILEMAN PHYSICAL	001-261-600-319	125.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034846	03/21/2022	1 STAR IND PARK WATER TANK	001-261-625-380	34.60
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES 0030343986 2.26.22-3.25.22	001-261-604-330	307.73
UPS	0000054E5Y132	03/26/2022	SHIP PACKAGE	001-261-604-330	19.00
AT&T MOBILITY	287312769594X04052022	03/27/2022	287312769594	001-261-604-330	50.27
FUELMAN / FLEETCOR	INV0034799	03/28/2022	MINTHLY CHARGES 3.28.22-4.3.22	001-261-525-231	1,175.26
STARKVILLE UTILITIES	INV0034835	03/28/2022	MONTHLY CHARGES	001-261-625-380	637.43
STARKVILLE UTILITIES	INV0034855	03/28/2022	MONTHLY CHARGES	001-261-625-380	68.43
BELL BUILDING SUPPLY, INC.	343258	03/30/2022	ONE BOX TRIM 8X2-1/2	001-261-555-250	9.99
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-261-604-330	77.33
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17043143	03/31/2022	REPAIR SCBA MACHINE	001-261-630-360	380.00
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	001-261-604-330	400.10
WALMART- CAPITAL ONE	INV0034800	03/31/2022	LINEN FOR NEW FIREFIGHTER	001-261-555-250	191.36
PITTS SIGN COMPANY	INV0034801	03/31/2022	DECALS 30X30 FIRE DEPT FOR ST 1 & ST 4	001-261-558-269	400.00
VERIZON WIRELESS	OSV000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-261-604-330	316.03
AMAZON	1N36-JMDC-PXKK	04/01/2022	CABINET, DOOE HANDLES, CHAIR	001-261-558-269	275.67
NORTHEAST EXTERM - FIRE ACCT	100186	04/04/2022	ST 4 MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	109734	04/04/2022	ST 5 MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	741	04/04/2022	ST 1 MONTHLY EXTERMINATING	001-261-558-269	22.00
S&K DOOR AND SPECIALTY COMPANY, INC.	76401	04/04/2022	DELTA 3 RECIEVER	001-261-558-269	50.00
NORTHEAST EXTERM - FIRE ACCT	960	04/04/2022	ST 2 MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	961	04/04/2022	ST 3 MONTHLY EXTERMINATING	001-261-558-269	22.00
FUELMAN / FLEETCOR	INV0034827	04/04/2022	FUEL CHARGES 4.4.22-4.10.22	001-261-525-231	881.52
LOWE'S-FIRE	INV0034833	04/06/2022	BLINDS, TAPE, RED SPRAY, AND SPLICER	001-261-555-250	31.56
ATMOS ENERGY	INV0034836	04/07/2022	MONTHLY CHARGES	001-261-625-380	1,619.29
ATMOS ENERGY	INV0034836	04/07/2022	MONTHLY CHARGES	001-261-625-380	641.08
SOUTHERN TELECOMMUNICATIONS	INV0034830	04/08/2022	ACCT #2490 MONTHLY	001-261-604-330	582.48
MARK MCCURDY	INV0034831	04/08/2022	REIMBURSEMENT FOR MEALS MFIA SEMINAR OXFORD	001-261-600-390	94.41
JONATHAN WADE	INV0034832	04/08/2022	REIMBURSEMENT FOR MEALS MFIA SEMINAR OXFORD	001-261-600-390	98.27
CADENCE /ELAN VISA	INV0034820	04/11/2022	VIASAT INTERNET	001-261-604-330	170.31
LOWE'S-FIRE	INV0034853	04/11/2022	78 INCH GUNSTOCK T MOLD	001-261-558-269	38.00
LOWE'S-FIRE	INV0034852	04/12/2022	TILE TRIM SPACERS GROUT FOR BACKSPLASH	001-261-558-269	332.78

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PETTY CASH VOUCHERS	INV0034856	04/13/2022	FLEXIBLE DISCHARGE TUBE FROM LOWES	001-261-555-250	17.64
Outstanding Total:					10,689.54
Department 261 - FIRE DEPARTMENT Total:					10,689.54
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES	001-281-604-330	51.69
			0030343986 2.26.22-3.25.22		
FUELMAN / FLEETCOR	INV0034799	03/28/2022	MONTHLY CHARGES 3.28.22-4.3.22	001-281-525-231	52.48
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-281-604-330	77.33
FUELMAN / FLEETCOR	INV0034827	04/04/2022	FUEL CHARGES 4.4.22-4.10.22	001-281-525-231	33.93
Outstanding Total:					215.43
Department 281 - BUILDING/CODES OFFICE Total:					215.43
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0034835	03/28/2022	MONTHLY CHARGES	001-290-625-380	26.70
Outstanding Total:					26.70
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					26.70
Department: 301 - STREET DEPARTMENT					
Outstanding					
EAST MISSISSIPPI LUMBER CO	A103626	04/08/2020	SIGN TOOLS	001-301-555-250	136.54
CUSTOM PRODUCTS CORPORATION	365383	02/14/2022	HWY 182 SIGNS	001-301-565-272	472.85
MSU FACILITIES	INV0034829	02/24/2022	TRAFFIC SIGNAL SPRING & LOCKSEY	001-301-625-380	41.37
MANAGEMENT- TRAFFIC LIGHTS	24832	02/28/2022	HVAC MOTOR-BUILDING	001-301-911-198	612.00
CUSTOM PRODUCTS CORPORATION	367033	03/04/2022	HWY 182 SIGNS	001-301-565-272	2,271.24
MMC MATERIALS, INC.	753033	03/17/2022	CONCRETE REPAIR 182	001-301-560-270	456.00
THOMPSON MACHINERY*	PC110310881	03/24/2022	PARTS TO REPAIR EQUIPMENT	001-301-630-400	6.62
THOMPSON MACHINERY*	PC110310882	03/24/2022	PARTS TO REPAIR EQUIPMENT	001-301-630-400	56.50
THOMPSON MACHINERY*	PC110310883	03/24/2022	PARTS TO REPAIR EQUIPMENT	001-301-630-400	33.94
THOMPSON MACHINERY*	PC110310920	03/24/2022	PARTS TO REPAIR EQUIPMENT	001-301-630-400	8.28
STRIBLING EQUIPMENT, INC.	CS005039007.02	03/28/2022	REPAIR MINI EXCAVATOR	001-301-630-400	68.81
FUELMAN / FLEETCOR	INV0034799	03/28/2022	MONTHLY CHARGES 3.28.22-4.3.22	001-301-525-231	1,052.50
STARKVILLE UTILITIES	INV0034835	03/28/2022	MONTHLY CHARGES	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0034835	03/28/2022	MONTHLY CHARGES	001-301-625-380	405.44
STARKVILLE UTILITIES	INV0034855	03/28/2022	MONTHLY CHARGES	001-301-625-380	45.11
BELL BUILDING SUPPLY, INC.	343084	03/29/2022	PARTS FOR OIL PUMP	001-301-630-400	26.55
BELL BUILDING SUPPLY, INC.	343166	03/29/2022	PARTS FOR OIL PUMP	001-301-630-400	23.26
STARKVILLE AUTO PARTS	5151-151482	03/29/2022	OIL PUMP PARTS	001-301-555-250	33.06
DEEP SOUTH EQUIPMENT	J24393	03/29/2022	SERVICE EQUIPMENT	001-301-630-400	1,421.91
OKTIBBEHA COUNTY COOPERATIVE	769478	03/30/2022	WATER COOLER	001-301-555-250	16.99
WALMART- CAPITAL ONE	INV0034842	03/30/2022	STREET DEPT TRAINING *READING PLANS	001-301-610-350	27.62
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-301-604-330	77.33
WATERS TRUCK & TRACTOR CO. INC.	01P105779	03/31/2022	REPAIR TRUCK # 706	001-301-630-360	47.69
WATERS TRUCK & TRACTOR CO. INC.	01P105762	03/31/2022	REPAIR TRUCK #706	001-301-630-360	157.50
NEWELL PAPER COMPANY	3143776	03/31/2022	SPRAY 9 CLEANER	001-301-555-250	84.91
BELL BUILDING SUPPLY, INC.	343345	03/31/2022	CONCRETE EXP JOINT BLACK	001-301-560-270	95.80
BELL BUILDING SUPPLY, INC.	34344	03/31/2022	CONCRETE EXP JOINT BLACK	001-301-560-270	95.80
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	001-301-604-330	299.33
EAST MISSISSIPPI LUMBER CO	A103155	03/31/2022	POLY SPRAYER	001-301-555-250	33.24

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CROSSWAY TRUCKING LLC	040122L	04/01/2022	CRUSH & RUN	001-301-560-270	799.78
VERIZON WIRELESS	0SV000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-301-604-330	276.55
NEWELL PAPER COMPANY	3144040	04/01/2022	TISSUE & PAPER TOWELS FOR BREAKROOM	001-301-555-250	143.79
APAC-MISSISSIPPI, INC	4000118313	04/01/2022	ASPHALT	001-301-560-270	503.20
IVY AUTO PARTS, LLC.	683531	04/01/2022	FILTER FOR TRUCK 706 & OIL	001-301-630-360	457.81
MMC MATERIALS, INC.	755891	04/01/2022	CONSTRETE 300 UNIVERSITY	001-301-560-270	588.00
TRUSTMARK NATIONAL BANK	76508	04/04/2022	ASPHALT TRUCK	001-301-820-876	16,855.45
CODY BOYD	GARARD RD	04/04/2022	3 TREES REMOVED AND LIMBS TRIMMED GARARD RD	001-301-600-300	2,592.00
FUELMAN / FLEETCOR	INV0034827	04/04/2022	FUEL CHARGES 4.4.22-4.10.22	001-301-525-231	1,816.13
LOWE'S-STREET	INV0034828	04/04/2022	MARKING PAINT	001-301-565-272	170.94
UNITED RENTALS (NORTH AMERICA), INC.	204888401-001	04/05/2022	BLADES TO CUT ASPHALT	001-301-560-270	89.51
CINTAS	4115461848	04/05/2022	SUPPLIES	001-301-555-250	35.00
STARKVILLE AUTO PARTS	5151-151609	04/05/2022	REPAIR VEHICLES #710 #709 #75	001-301-630-360	191.33
CANNON FORD LINCOLN	204890	04/07/2022	PLUGS	001-301-630-360	21.90
JAVIAN MOBLEY	INV0034816	04/07/2022	REIMBURSEMENT CDL PERMI	001-301-691-550	16.00
JOHN STEWART	INV0034818	04/07/2022	REIMBURSEMENT CDL PERMI	001-301-691-550	16.00
KEDESHA K POE	INV0034819	04/07/2022	REIMBURSEMENT CDL PERMI	001-301-691-550	16.00
WILLIAMS EQUIPMENT AND SUPPLY CO	S-3948334	04/07/2022	EQUIPMENT REPAIR	001-301-630-400	592.00
GATEWAY TIRE & SERVICE CENTER	1018-159780	04/08/2022	ROTATE & BALANCE #75	001-301-630-360	91.80
UNITED RENTALS (NORTH AMERICA), INC.	205035860-001	04/08/2022	ASPHALT BLADES	001-301-555-250	479.96
APAC-MISSISSIPPI, INC	4000118902	04/09/2022	a	001-301-560-270	1,077.80
COLUMBUS RUBBER & GASKET CO., INC.	645369-001	04/11/2022	JCB 110 HOSE & ADAPTERS	001-301-630-400	84.10
CINTAS	4116158907	04/12/2022	SUPPLIES	001-301-555-250	35.00
Outstanding Total:					35,077.02
Paid					
GTR SOLID WASTE MGMT. AUTH	INV0034810	04/08/2022	MARCH 2022 SOLID WASTE TICKETS	001-301-691-510	322.38
Paid Total:					322.38
Department 301 - STREET DEPARTMENT Total:					35,399.40
Department: 360 - ANIMAL CONTROL					
Outstanding					
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES 0030343986 2.26.22-3.25.22	001-360-604-330	35.81
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	001-360-604-330	77.33
Outstanding Total:					113.14
Department 360 - ANIMAL CONTROL Total:					113.14
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
FUELMAN / FLEETCOR	INV0034799	03/28/2022	MINTHLY CHARGES 3.28.22-4.3.22	001-550-525-231	142.10
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	001-550-600-330	40.01
VERIZON WIRELESS	0SV000002734932	04/01/2022	MONTHLY CHARGES STAR035	001-550-600-330	39.50
FUELMAN / FLEETCOR	INV0034827	04/04/2022	FUEL CHARGES 4.4.22-4.10.22	001-550-525-231	71.15
ATMOS ENERGY	INV0034836	04/07/2022	MONTHLY CHARGES	001-550-600-340	211.67
SOUTHERN TELECOMMUNICATIONS	INV0034830	04/08/2022	ACCT #2490 MONTHLY	001-550-600-330	46.46
CSP SPORTS FACILITIES COMPANIES, LLC	INV0034854	04/12/2022	ADVANCE ON 1ST CLAIMS DOCKET OF MARCH	001-550-600-297	73,629.67
Outstanding Total:					74,180.56

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Paid					
PYRO SHOWS, INC	22MS000148	04/08/2022	DEPOSIT JULY 4TH EVENT	001-550-600-355	6,750.00
Paid Total:					6,750.00
Department 550 - PARKS AND REC DEPARTMENT Total:					80,930.56
Department: 600 - CAPITAL PROJECTS					
Outstanding					
UNITED RENTALS (NORTH AMERICA), INC.	204073250-002	03/25/2022	ROLLER RENTAL FOR S MONTGOMERY	001-600-912-808	1,615.16
UNITED RENTALS (NORTH AMERICA), INC.	204216159-001	03/25/2022	SKID RENTAL FOR S MONTGOMERY	001-600-912-808	1,340.15
Outstanding Total:					2,955.31
Department 600 - CAPITAL PROJECTS Total:					2,955.31
Department: 800 - DEBT SERVICE					
Outstanding					
HANCOCK BANK	MDBSTARK19	03/02/2022	MS DEV. BANK SPECIAL OB BDS SERIES 2019	001-800-820-881	30,937.20
HANCOCK BANK	MDBSTARKV18	03/02/2022	MS DEV BANK SPECIAL OBLIGATION BOND SERIES 2018	001-800-820-881	405,000.00
HANCOCK BANK	MDBSTARKV18	03/02/2022	MS DEV BANK SPECIAL OBLIGATION BOND SERIES 2018	001-800-830-873	62,853.13
HANCOCK WHITNEY BANK *	38700	03/24/2022	AGENT FEE GO PUB IMP SER 2016B	001-800-840-876	850.00
HANCOCK WHITNEY BANK *	38701	03/24/2022	AGENT FEE SER 2016A	001-800-840-876	850.00
HANCOCK WHITNEY BANK *	38702	03/24/2022	AGENT FEE TAX DEV 2017	001-800-840-876	800.00
Outstanding Total:					501,290.33
Department 800 - DEBT SERVICE Total:					501,290.33
Fund 001 - GENERAL FUND Total:					856,212.79
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
CREATIVE PRODUCT SOURCING, INC.	145091	04/05/2022	DARE GRADUATION CERTIFICATES & SHIPPING	002-251-501-200	93.60
COPY COW	35541	04/06/2022	DARE SUPPLIES	002-251-501-200	238.10
Outstanding Total:					331.70
Department 251 - DRUG EDUCATION FUND Total:					331.70
Fund 002 - RESTRICTED POLICE FUND Total:					331.70
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
Outstanding					
BANKFIRST FINANCIAL SERVICES	185914	04/07/2022	EQUIPMENT RENTAL	003-560-820-870	40,954.00
CASHFLOW LEASE	INV0034824	04/11/2022	2 NEW FIRE TRUCKS ID# 39677MS -108/2	003-560-820-870	40,954.00
Outstanding Total:					81,908.00
Department 560 - RESTRICTED FIRE FUND Total:					81,908.00
Fund 003 - RESTRICTED FIRE FUND Total:					81,908.00
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
GATEWAY TIRE & SERVICE CENTER	1018-157925	03/03/2022	PATCH JOHN DEERE TUBE	015-505-630-400	18.50
GATEWAY TIRE & SERVICE CENTER	1018-157925	03/03/2022	PATCH JOHN DEERE TUBE	015-505-630-400	18.50
RACKLEY OIL INC.	000571052	03/23/2022	OIL & ANTIFREEZE	015-505-525-231	103.71
RACKLEY OIL INC.	000571086	03/24/2022	AVIATION OIL	015-505-525-235	1,178.70

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GATEWAY TIRE & SERVICE CENTER	1018-159084	03/25/2022	PLUG JOHN DEERE TIRE	015-505-630-400	9.69
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES 0030343986 2.26.22-3.25.22	015-505-604-330	47.44
RACKLEY OIL INC.	000571316	03/29/2022	AVGAS	015-505-525-232	22,307.92
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	015-505-604-330	77.33
RACKLEY OIL INC.	571543	03/31/2022	REG UNLEADED GAS	015-505-525-231	139.29
VERIZON WIRELESS	9903225757	03/31/2022	04.03.22-05.02.22 ACCT #523561109-00001	015-505-604-330	46.39
VERIZON WIRELESS	05V000002734932	04/01/2022	MONTHLY CHARGES STAR035	015-505-604-330	39.50
TITAN AVIATION FUELS	3577214	04/01/2022	JET A FUEL	015-505-525-233	35,376.93
OKTIBBEHA COUNTY COOPERATIVE	770309	04/01/2022	PULLEY,KEY,SPINDLE,WASHER, LOCK NUT	015-505-630-400	242.65
OKTIBBEHA COUNTY COOPERATIVE	770558	04/01/2022	HARDWARE BOLTS NUTS	015-505-630-400	3.76
TITAN AVIATION FUELS	R3575574	04/01/2022	JET A & AVAGAS TRUCK RENTALS	015-505-600-322	800.00
IVY AUTO PARTS, LLC.	683569	04/02/2022	FORD AVGAS TK ALTERNATOR	015-505-570-273	157.99
MAXXSOUTH BROADBAND	INV0034793	04/02/2022	AIRPORT 8282411010557107	015-505-600-338	144.95
OKTIBBEHA COUNTY COOPERATIVE	771401	04/04/2022	2"X3.88" PLASTIC DECK WHEELS	015-505-630-400	55.92
IVY AUTO PARTS, LLC.	683764	04/05/2022	ATM 2 AMP FUSE	015-505-630-400	2.67
MAXXSOUTH BROADBAND	INV0034839	04/06/2022	8282411010438241 4.11.22- 5.10.22	015-505-600-338	159.39
SOUTHERN TELECOMMUNICATIONS	INV0034830	04/08/2022	ACCT #2490 MONTHLY	015-505-604-330	161.76
Outstanding Total:					61,092.99
Department 505 - AIRPORT Total:					61,092.99
Fund 015 - AIRPORT FUND Total:					61,092.99

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

STARKVILLE DAILY NEWS	300225765	11/23/2021	SANITATION HOLIDAY SCHEDULE AD	022-322-610-340	106.00
STARKVILLE DAILY NEWS	300227504	01/26/2022	GARBAGE BAG PICKUP TIMES ADV	022-322-610-340	132.50
GATEWAY TIRE & SERVICE CENTER	1018-158841	03/21/2022	TIRES FOR TRUCK #40 & #44	022-322-630-360	908.65
GATEWAY TIRE & SERVICE CENTER	1018-158867	03/22/2022	TIRES TRUCK #41	022-322-630-360	418.59
CLIMATE CONTROL	5043	03/24/2022	REPLACED FAN MOTOR ON PTAC & CAPACITOR	022-322-501-198	394.00
POWERSTROKE EQUIPMENT SALES & SVC	6424	03/24/2022	REPAIRED EXMARK 96" MOWER & STIHL BLOWER, PARTS	022-322-630-406	389.93
STARKVILLE AUTO PARTS	5151-151409	03/25/2022	DEF FKUID, HYD FLUID, AW46 HYD	022-322-525-252	1,002.30
CSPIRE WIRELESS	INV0034837	03/25/2022	MONTHLY CHARGES 0030343986 2.26.22-3.25.22	022-322-604-330	119.06
FUELMAN / FLEETCOR	INV0034799	03/28/2022	MINTHLY CHARGES 3.28.22- 4.3.22	022-322-525-231	5,431.60
GATEWAY TIRE & SERVICE CENTER	1018-159227	03/29/2022	TIRES TRUCK #93	022-322-630-252	1,028.14
O'REILLY AUTO PARTS	0997-244618	03/30/2022	40-DEF FLUID	022-322-525-252	479.60
TERRY'S GARAGE & REPAIRS, LLC	6219	03/30/2022	REPAIRS ON TRUCK #91 & TRUCK #93	022-322-630-252	503.04
CSPIRE BUSINESS SOLUTIONS	0000643956-73	03/31/2022	643956 MONTHLY CHARGES	022-322-604-330	77.33
BERRY ELECTRIC, LLC	004689	03/31/2022	INSTALLED 9 NEW LED FIXTURES	022-322-501-198	387.50
GTR SOLID WASTE MGMT. AUTH	434-032015	03/31/2022	PAST DUE LANDFILL FEES	022-322-600-379	35,640.23

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NESCO ELECTRICAL DISTRIBUTORS	52519363.001	03/31/2022	WIRING, LED 15T8-48GC & BOLT	022-322-501-198	741.55
GATEWAY TIRE & SERVICE CENTER	1018-159224	04/01/2022	LEFT FRONT FLAT REPAIR TRUCK #126	022-322-630-252	18.87
SGK LANDSCAPES, LLC	ST29233	04/01/2022	LOUISVILLE, NASH, RUSSELL MEDIAN MAINTENANCE	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST29234	04/01/2022	MONTHLY MAINTENANCE OF MEDIANS ON HWY 12	022-322-600-338	1,654.20
NORTHEAST EXTERMIN - SANIT. ACCT	52393	04/04/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
NORTHEAST EXTERMIN - STREET ACCT	52394	04/04/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
FUELMAN / FLEETCOR	INV0034827	04/04/2022	FUEL CHARGES 4.4.22-4.10.22	022-322-525-231	5,125.20
TERRY'S GARAGE & REPAIRS, LLC	6244	04/05/2022	REPAIRS TRUCK #95 & WRECKER SERVICE	022-322-630-252	716.00
GATEWAY TIRE & SERVICE CENTER	1018-159601	04/06/2022	TIRES TRUCK #91	022-322-630-252	418.49
POWERSTROKE EQUIPMENT SALES & SVC	6462	04/07/2022	REPAIRED EXMARK MOWER, STIHL BLOWER & BATTERY	022-322-630-406	244.97
GATEWAY TIRE & SERVICE CENTER	1018-159715	04/08/2022	TIRES TRUCK #41	022-322-630-360	836.98
SOUTHERN TELECOMMUNICATIONS	INV0034830	04/08/2022	ACCT #2490 MONTHLY	022-322-604-330	46.46
Outstanding Total:					57,599.64
Paid					
GTR SOLID WASTE MGMT. AUTH	INV0034810	04/08/2022	MARCH 2022 SOLID WASTE TICKETS	022-322-600-379	36,573.88
Paid Total:					36,573.88
Department 322 - SANITATION DEPARTMENT Total:					94,173.52
Fund 022 - ENVIRONMENTAL SERVICES Total:					94,173.52
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	1078002A	03/08/2022	NORTHSTAR INDUSTRIAL PARK PROFESSIONAL SERVICE	303-600-600-309	462.95
OKT COUNTY SUPERVISORS	1	03/09/2022	NORTHSTAR INDUSTRIAL PARK BLDG PAD	303-600-600-330	24,971.22
OKT COUNTY SUPERVISORS	1075149	04/06/2022	OCEDA SPEC BLDG PAD	303-600-600-309	367.44
OKT COUNTY SUPERVISORS	127440	04/06/2022	WETLAND ASSESSMENTS 1/18/22	303-600-600-309	168.75
OKT COUNTY SUPERVISORS	257579	04/06/2022	NEEL SCHAFER GENERAL SERVICE	303-600-600-309	515.91
OKT COUNTY SUPERVISORS	41222	04/07/2022	WATE TOWER CONSTRUCTION 1/21/22-3/2	303-600-600-330	16,900.00
Outstanding Total:					43,386.27
Department 600 - CAPITAL PROJECTS Total:					43,386.27
Fund 303 - INDUSTRIAL PARK BOND Total:					43,386.27
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DALHOFF THOMAS DESIGN STUDIO	0010220	04/07/2022	STARKVILLE CORNERSTONE PARK	380-551-600-945	2,100.00
CIRCLE B CUTTERS, LLC	10976	04/11/2022	SPORTSPLEX PARKING LOT LANDSCAPING	380-551-907-942	14,272.00
Outstanding Total:					16,372.00
Department 551 - PARK & REC TOURISM Total:					16,372.00
Fund 380 - PARK BONDS 2020 Total:					16,372.00
Grand Total:					1,153,477.27

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	856,212.79	41,856.26
002 - RESTRICTED POLICE FUND	331.70	0.00
003 - RESTRICTED FIRE FUND	81,908.00	0.00
015 - AIRPORT FUND	61,092.99	0.00
022 - ENVIRONMENTAL SERVICES	94,173.52	36,573.88
303 - INDUSTRIAL PARK BOND	43,386.27	0.00
380 - PARK BONDS 2020	16,372.00	0.00
Grand Total:	1,153,477.27	78,430.14

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	258.99	0.00
001-000-054-205	DUE FROM STARKVILLE E	2,297.04	0.00
001-000-118-795	CORRECTIONS ON PAYR	13.46	0.00
001-000-149-691	MUNICIPAL COURT BON	30.00	0.00
001-100-604-330	COMMUNICATIONS	477.29	0.00
001-110-330-166	TRAUMA TRAFFIC	848.00	848.00
001-110-330-376	COURT CONSTITUENTS	100.50	100.50
001-110-330-377	MOTOR VEHICLE LIABILI	610.00	610.00
001-110-330-378	APPEARANCE BOND FEE	513.75	513.75
001-110-330-382	TRAFFIC VIOLATION	14,727.76	14,727.76
001-110-330-385	IMPLIED CONSENT	2,571.37	2,571.37
001-110-330-386	WIRELESS COMM FEE	5,802.75	5,802.75
001-110-330-387	OTHER MISDEMEANORS	3,693.25	3,693.25
001-110-330-389	ADULT DRIVER'S TRAINI	20.00	20.00
001-110-330-393	VICTIMS BOND FEE	230.25	230.25
001-110-330-395	DRUG VIOLATION	75.00	75.00
001-110-330-397	DUI OFFENSE (INLC14)	250.00	250.00
001-110-330-398	UNINSURED MOTORIST	5,341.25	5,341.25
001-110-600-301	PROFESSIONAL & CONT	655.54	0.00
001-110-604-330	POSTAGE / COMMUNICA	156.85	0.00
001-111-604-330	COMMUNICATIONS	149.19	0.00
001-120-503-202	COMMITTEE SUPPORT	168.53	0.00
001-120-600-300	PROFESSIONAL SERVICE	4,241.66	0.00
001-120-604-330	COMMUNICATIONS	323.63	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	19.95	0.00
001-123-604-330	COMMUNICATIONS	3,385.98	0.00
001-123-630-400	EQUIPMENT REPAIR &	39.05	0.00
001-123-918-805	EQUIPMENT & PYMTS	9,576.52	0.00
001-123-918-806	CAMERA LEASE PAYMEN	2,973.00	0.00
001-145-481-140	EMPLOYEE EDUCATION	160.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP	63.97	0.00
001-145-604-330	POSTAGE/COPIER/PHON	250.75	0.00
001-159-620-371	BONDING-CITY EMPLOY	700.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	13,704.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	592.10	0.00
001-169-615-342	ADVERTISING, NOTICES,	3,207.02	0.00
001-180-600-320	DRUG/BACKGROUND CH	30.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	137.83	0.00
001-180-610-340	ADVERTISING	496.60	0.00
001-180-691-505	PERSONNEL / KRONOS S	2,863.11	0.00
001-190-501-200	SUPPLIES	156.36	0.00
001-190-604-330	COPIERS/PHONES/IPADS	811.19	0.00
001-190-610-350	TRAVEL	348.82	0.00
001-190-690-553	TRAINING	75.00	0.00
001-192-510-220	SUPPLIES	403.96	0.00
001-192-600-338	CONTRACT SERVICES	45.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-625-380	UTILITIES	2,068.64	0.00
001-192-630-403	REPAIRS TO BUILDING &	1,495.08	0.00
001-195-951-966	TRANSFER TO CHAMBER	6,250.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	800.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-604-330	COMMUNICATIONS	77.33	0.00
001-201-501-200	OFFICE SUPPLIES	703.97	0.00
001-201-525-231	GAS & OIL	8,745.49	0.00
001-201-535-233	UNIFORMS	2,322.50	0.00
001-201-541-237	PRISONER JAIL EXPENSE	12,645.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	1,003.11	0.00
001-201-545-238	FIRING RANGE SUPPLIES	66.46	0.00
001-201-555-208	JANITORIAL SUPPLIES	46.00	0.00
001-201-556-251	POLICE SUPPLIES	5,640.42	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,812.97	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	6,663.14	0.00
001-201-615-343	PRINTING & BINDING	124.62	0.00
001-201-625-380	UTILITIES	2,734.58	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	669.62	0.00
001-201-630-404	TECHNOLOGY	2,384.00	0.00
001-201-630-426	BUILDING MAINTENANC	1,275.82	0.00
001-201-690-450	GPS EXPENSES	1,337.36	0.00
001-201-690-552	POLICE TRAINING/EDUC	2,140.00	0.00
001-201-690-555	DUES	90.00	0.00
001-201-918-800	BODY CAMERAS	77,700.00	0.00
001-261-525-231	GAS & OIL	2,056.78	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	250.55	0.00
001-261-558-269	BUILDING MAINTENANC	1,316.45	0.00
001-261-600-319	PHYSICAL EXAMINATION	1,478.00	0.00
001-261-600-390	FIRE TRAINING	192.68	0.00
001-261-600-430	UNIFORM CLEANING	91.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,923.25	0.00
001-261-625-380	UTILITIES	3,000.83	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	380.00	0.00
001-281-525-231	GAS & OIL	86.41	0.00
001-281-604-330	COPIER/PHONES/IPADS/	129.02	0.00
001-290-625-380	UTILITIES / CODE RED	26.70	0.00
001-301-525-231	GAS & OIL	2,868.63	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	998.49	0.00
001-301-560-270	CONSTRUCTION MATERI	3,705.89	0.00
001-301-565-272	STREETS SIGNS & PAINT	2,915.03	0.00
001-301-600-300	TREE TRIMMING	2,592.00	0.00
001-301-604-330	COMMUNICATIONS	653.21	0.00
001-301-610-350	TRAINING	27.62	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	510.70	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	968.03	0.00
001-301-630-400	EQUIPMENT REPAIR &	2,321.97	0.00
001-301-691-510	LANDFILL EXPENSES	322.38	322.38
001-301-691-550	MISCELLANEOUS	48.00	0.00
001-301-820-876	PRINCIPAL - HOT MIX AS	16,855.45	0.00
001-301-911-198	ROOF/REHAB BUILDING	612.00	0.00
001-360-604-330	COMMUNICATIONS	113.14	0.00
001-550-525-231	GAS & OIL	213.25	0.00
001-550-600-297	MANAGEMENT EXPENS	73,629.67	0.00
001-550-600-330	PHONES/COPIERS/POST	125.97	0.00
001-550-600-340	UTILITIES	211.67	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	6,750.00	6,750.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-600-912-808	STREET IMPROVEMENTS	2,955.31	0.00
001-800-820-881	2019 3M STREET PRINCI	435,937.20	0.00
001-800-830-873	2018 BOND 4.5M CAP I	62,853.13	0.00
001-800-840-876	BOND FEES	2,500.00	0.00
002-251-501-200	SUPPLIES	331.70	0.00
003-560-820-870	2020 FIRE TRUCK - BANK	81,908.00	0.00
015-505-525-231	GAS & OIL	243.00	0.00
015-505-525-232	100LL AV GAS PURCHAS	22,307.92	0.00
015-505-525-233	JET A FUEL PURCHASES	35,376.93	0.00
015-505-525-235	AIRCRAFT OIL PURCHAS	1,178.70	0.00
015-505-570-273	VEHICLE REPAIR PARTS	157.99	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	304.34	0.00
015-505-604-330	CELL PHONE/POSTAGE	372.42	0.00
015-505-630-400	EQUIPMENT REPAIR &	351.69	0.00
022-322-501-198	BUILDING REPAIRS	1,523.05	0.00
022-322-525-231	GAS & OIL - RESIDENTIA	10,556.80	0.00
022-322-525-252	GAS & OIL - COMMERC	1,481.90	0.00
022-322-600-300	PROFESSIONAL SERVICE	60.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-600-379	LANDFILL FEES	72,214.11	36,573.88
022-322-604-330	COMMUNICATIONS	242.85	0.00
022-322-610-340	ADVERTISING	238.50	0.00
022-322-630-252	VEHICLE REPAIRS & MAI	2,684.54	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	2,164.22	0.00
022-322-630-406	EQUIPMENT REPAIR &	634.90	0.00
303-600-600-309	LEGAL AND PROF SVCS E	1,515.05	0.00
303-600-600-330	IND PARK CONSTRUCTIO	41,871.22	0.00
380-551-600-945	CORNERSTONE PROFESS	2,100.00	0.00
380-551-907-942	EXISTING PARK IMPROV	14,272.00	0.00
Grand Total:		1,153,477.27	78,430.14

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,153,477.27	78,430.14
Grand Total:	1,153,477.27	78,430.14



City of Starkville, MS

Payable Change Register

Change Details

APPKT05216 - CHANGE DOLLAR AMOUNT AND DESCRIPTION

Payable INV0034854	Payable Description	Vendor	Bank Code	Payable Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Total Payable
	ADVANCE ON 1ST CLAIMS DOCKEY	09530 - CSP SPORTS FACILITIES CO	APBNK	4/12/2022	4/19/2022	4/12/2022	73,629.67	0.00	0.00	0.00	73,629.67
	Change Description: CHANGE DOLLAR AMOUNT AND DESCRIPTION										
	Change Reason: CHANGE DOLLAR AMOUNT AND DESCRIPTION \$50,000.00 TO \$73,629.67										
Payable Changes											
What Changed			Changed From			Changed To					
Amount			50,000.00			73,629.67					
Changed Item											
Item	Commodity Code	Purchased From	Sales Tax Code	Units	Price	Amount	Shipping	Sales Tax	Discount	Total Item	
ADVANCE ON 1ST CLAIMS DOCKE	N/A	09530 - CSP SPORTS FACILITE		0.00	0.00	73,629.67	0.00	0.00	0.00	73,629.67	
What Changed	Changed From	Changed To									
Amount	50,000.00	73,629.67									
Old Distributions											
Account	Project Account Key	Separate Sales Tax	Percent	Amount	New Distributions			Project Account Key	Separate Sales Tax	Percent	Amount
001-550-600-297			100.00%	50000.00	Account	001-550-600-297				100.00%	73629.67



City of Starkville, MS

Payable Change Register

Change Details

APPKT05215 - CORRECT VENDOR NAME

Payable	Payable Description	Vendor	Bank Code	Payable Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Total Payable
818	PRISONER HOUSING INMATE D LIN	06337 - WINSTON/CHOCTAW REGI	APBNK	4/1/2022	4/19/2022	4/1/2022	200.00	0.00	0.00	0.00	200.00
Change Description: CORRECT VENDOR NAME											
Change Reason: CORRECT VENDOR NAME/CHANGED FROM WINSTON/CHOCTOW REGIONAL CORRECTIONAL FACILITY TO WINSTON/CHOCTAW REGIONAL CORRECTIONAL FACILITY											
				Changed By: Cindy Perkins							
				Cancel Payable:		Change Date: 4/12/2022					



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David M. Wise

David M. Wise, CPA
Comptroller
Starkville Utilities

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT				FOR: 04/20/22 ACCOUNT 23200			RUN DATE 04/12/22		02:57 PM	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR:	110	ARKANSAS ELECTRIC								
03027021	04/06/22	10351	Materials		04/20/22	165.00	.00	ACH		
					VENDOR TOTAL:	165.00				
VENDOR:	124	ATMOS ENERGY								
3012612404-4/22	04/08/22	0	Utility bill		04/20/22	609.15	.00	ACH		
					VENDOR TOTAL:	609.15				
VENDOR:	125	AT & T								
MAR 2022	04/05/22	0	Phone bill		04/20/22	814.03	.00	CHK		
					VENDOR TOTAL:	814.03				
VENDOR:	131	ALTEC INDUSTRIES, INC.								
11876648	03/31/22	10254	Tools		04/20/22	620.59	.00	ACH		
11888841	04/07/22	10145	Tools		04/20/22	765.00	.00	ACH		
11891652	04/11/22	10354	Tools		04/20/22	1338.90	.00	ACH		
50960614	04/06/22	10343	Maintenance		04/20/22	193.39	.00	ACH		
50962353	04/06/22	10342	Maintenance		04/20/22	1376.54	.00	ACH		
					VENDOR TOTAL:	4294.42				
VENDOR:	134	ATWELL & GENT, P.A.								
10436	04/05/22	0	Engineering Services		04/20/22	11415.00	.00	ACH		
10437	04/05/22	0	Engineering Services		04/20/22	11010.00	.00	ACH		
10438	04/05/22	0	Engineering Services		04/20/22	1540.00	.00	ACH		
					VENDOR TOTAL:	23965.00				
VENDOR:	135	ANDAX INDUSTRIES, LLC								
214639	04/06/22	10339	Materials		04/20/22	1427.96	.00	CHK		
					VENDOR TOTAL:	1427.96				
VENDOR:	144	ANIXTER, INC.								
5053142-00	04/08/22	9912	Materials		04/20/22	1444.00	.00	ACH		
5053142-01	04/08/22	9912	Materials		04/20/22	2317.50	.00	ACH		
5134521-00	04/08/22	10058	Meters		04/20/22	14400.00	.00	ACH		
5210940-00	04/01/22	10216	Materials		04/20/22	922.50	.00	ACH		
					VENDOR TOTAL:	19084.00				

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/20/22 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	146	AT&T MOBILITY (FIRSTNET)										
3/27/22	04/05/22	0	Cell phones		04/20/22	1749.55	.00	CHK				
					VENDOR TOTAL:	1749.55						
VENDOR:	190	BALDWIN LIGHTING, INC.										
24083	03/31/22	10281	Materials		04/20/22	9814.00	.00	ACH				
					VENDOR TOTAL:	9814.00						
VENDOR:	303	C SPIRE WIRELESS										
MAR 2022	04/05/22	0	Phone bill		04/20/22	413.52	.00	CHK				
					VENDOR TOTAL:	413.52						
VENDOR:	304	CITY GLASS COMPANY LLC										
42552	04/07/22	0	Glass repair		04/20/22	479.00	.00	CHK				
					VENDOR TOTAL:	479.00						
VENDOR:	307	CITY OF STARKVILLE										
APR 2022-TAX	04/05/22	0	Tax equivalency		04/20/22	113750.00	.00	ACH				
					VENDOR TOTAL:	113750.00						
VENDOR:	314	CINTAS CORPORATION										
9170803304	04/01/22	10316	Supplies		04/20/22	272.00	.00	ACH				
					VENDOR TOTAL:	272.00						
VENDOR:	333	CONSOLIDATED FLEET SERVICES										
2022IM0016	03/31/22	10196	Bucket Truck Inspections		04/20/22	3100.00	.00	ACH				
					VENDOR TOTAL:	3100.00						
VENDOR:	348	DELL MARKETING L.P.										
FEB22 - MAR22	04/06/22	0	Computer software		04/20/22	1192.80	.00	ACH				
					VENDOR TOTAL:	1192.80						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/20/22 ACCOUNT 23200

UNPAID INVOICES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
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VENDOR: 400 IVY AUTO PARTS

679908	04/06/22	10202	Maintenance		04/20/22	3.49	.00	ACH			
681638	04/06/22	10265	Maintenance		04/20/22	128.96	.00	ACH			
681796	04/06/22	10265	Maintenance		04/20/22	29.85	.00	ACH			
682156	04/12/22	10367	Supplies		04/20/22	25.98	.00	ACH			

VENDOR TOTAL: 188.28

VENDOR: 455 EXELL WATER & COFFEE, INC.

689639	03/31/22	10130	Water		04/20/22	32.99	.00	ACH			
689640	03/31/22	10130	Water		04/20/22	50.99	.00	ACH			
705425	04/08/22	10130	Water		04/20/22	14.99	.00	ACH			
705426	04/08/22	10130	Water		04/20/22	41.99	.00	ACH			

VENDOR TOTAL: 140.96

VENDOR: 486 DOSS ELECTRIC, INC.

6437	04/01/22	10349	Flat Panel Lights		04/20/22	3748.49	.00	CHK			
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VENDOR TOTAL: 3748.49

VENDOR: 603 4-IMPRINT INC

9811956	04/06/22	0	Promotional supplies		04/20/22	858.20	.00	CHK			
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VENDOR TOTAL: 858.20

VENDOR: 612 FIBERCO

012022-1	04/07/22	10048	Fiber Optics		04/20/22	13979.00	.00	ACH			
012022-2	04/07/22	10048	Fiber Optics		04/20/22	206.79	.00	ACH			

VENDOR TOTAL: 14185.79

VENDOR: 616 FUELMAN

NP61911510	04/06/22	0	Fuel		04/20/22	3607.82	.00	CHK			
NP61959020	04/11/22	0	Fuel		04/20/22	3729.73	.00	CHK			

VENDOR TOTAL: 7337.55

VENDOR: 691 GATEWAY TIRE&SERVICE CENTER

1018-159701	04/11/22	10362	Repair		04/20/22	102.87	.00	ACH			
1018-159752	04/11/22	10360	Repair		04/20/22	726.24	.00	ACH			

VENDOR TOTAL: 829.11

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/20/22 ACCOUNT 23200

UNPAID INVOICES

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	696	GARNER	LUMLEY ELECTRIC									
588633	03/31/22	10321	Meters		04/20/22	3792.00	.00	ACH				
			VENDOR TOTAL:			3792.00						
VENDOR:	697	GARNER	COMPUTER SERVICE									
1046515	04/12/22	0	Network support		04/20/22	4450.00	.00	ACH				
			VENDOR TOTAL:			4450.00						
VENDOR:	721	GOLDEN TRIANGLE	SOLID WASTE									
03/31/22STWT	04/08/22	10361	Rubbish		04/20/22	404.46	.00	ACH				
			VENDOR TOTAL:			404.46						
VENDOR:	804	QUADIENT	LEASING USA INC									
N9344946	04/06/22	0	Postage		04/20/22	432.32	.00	CHK				
			VENDOR TOTAL:			432.32						
VENDOR:	815	HOWARD	TECHNOLOGY SOLUTIONS									
22-00544730	04/07/22	10293	Computer		04/20/22	1120.00	.00	ACH				
22-00544732	04/07/22	10293	Software		04/20/22	247.00	.00	ACH				
22-00545668	04/07/22	10333	Monitors		04/20/22	904.00	.00	ACH				
			VENDOR TOTAL:			2271.00						
VENDOR:	1012	JOHNSON	CONTROLS									
22836172	04/11/22	0	Alarm service and repairs		04/20/22	847.77	.00	CHK				
			VENDOR TOTAL:			847.77						
VENDOR:	1106	LESLIE	DEAN									
2206	04/12/22	0	Maintenance		04/20/22	375.00	.00	ACH				
			VENDOR TOTAL:			375.00						
VENDOR:	1205	LOWE'S										
901022	04/07/22	10358	Tools		04/20/22	161.28	.00	CHK				
901975	03/31/22	10341	Tools		04/20/22	97.48	.00	CHK				
907894	03/31/22	10227	Supplies		04/20/22	383.95	.00	CHK				

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				AMOUNT		AMOUNT	TYPE	AMOUNT	DATE	ACH SEQ
908321	03/31/22	10344	Supplies	10.77		.00	CHK			
908432	03/31/22	10340	Supplies	30.06		.00	CHK			
909083	04/07/22	10357	Supplies	62.63		.00	CHK			
9902053	04/07/22	10359	Supplies	16.76		.00	CHK			
VENDOR TOTAL:				762.93						
VENDOR:	1293	MATHISTON MOBILE TRUCK REP.								
1188	04/06/22	10352	Repairs	245.00		.00	ACH			
VENDOR TOTAL:				245.00						
VENDOR:	1305	NEXAIR, LLC								
0009748674	04/06/22	10138	Maintenance	60.94		.00	ACH			
VENDOR TOTAL:				60.94						
VENDOR:	1335	VERIZON CONNECT NWF, INC								
OSV000002724891	04/08/22	0	Vehicle GPS Services-CITY206	759.88		.00	CHK			
VENDOR TOTAL:				759.88						
VENDOR:	1361	M & M PROSAFETY SUPPLY								
02923	04/07/22	10350	Safety Supplies	93.57		.00	ACH			
VENDOR TOTAL:				93.57						
VENDOR:	1394	NARRATIVE 12 LLC								
4/01/22	04/05/22	0	Consulting	2805.00		.00	ACH			
VENDOR TOTAL:				2805.00						
VENDOR:	1400	NESCO								
S2516808.001	04/06/22	10319	Supplies	40.60		.00	ACH			
S2517787.001	03/31/22	10326	Materials	1089.47		.00	ACH			
S2518176.001	03/31/22	10336	Materials	1104.06		.00	ACH			
S2519094.001	04/06/22	10337	Materials	666.52		.00	ACH			
S2519969	04/06/22	10353	Materials	579.02		.00	ACH			
VENDOR TOTAL:				3479.67						

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VENDOR:	1406	NORTHEAST EXTERMINATING									
52285	04/06/22	10148	Extermination		04/20/22	45.00	.00	ACH			
					VENDOR TOTAL:	45.00					
VENDOR:	1521	ONLINE COLLECTIONS									
0446 - 3/31/22	04/05/22	0	Collection fees-0446		04/20/22	1028.39	.00	ACH			
					VENDOR TOTAL:	1028.39					
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
769670	04/06/22	10346	Boots		04/20/22	70.64	.00	ACH			
769674	04/06/22	10346	Boots		04/20/22	88.00	.00	ACH			
769684	04/06/22	10346	Boots		04/20/22	130.00	.00	ACH			
769685	04/06/22	10346	Boots		04/20/22	125.10	.00	ACH			
769686	04/06/22	10346	Boots		04/20/22	133.33	.00	ACH			
769687	04/06/22	10346	Boots		04/20/22	125.00	.00	ACH			
769688	04/06/22	10346	Work Boots		04/20/22	135.33	.00	ACH			
770098	04/06/22	10346	Boots		04/20/22	139.37	.00	ACH			
770100	04/06/22	10346	Boots		04/20/22	173.74	.00	ACH			
770103	04/06/22	10346	Boots		04/20/22	139.37	.00	ACH			
770396	04/06/22	10346	Boots		04/20/22	122.00	.00	ACH			
770429	04/06/22	10346	Boots		04/20/22	83.97	.00	ACH			
					VENDOR TOTAL:	1465.85					
VENDOR:	1624	POLLAN PROMOS									
22125	04/07/22	10335	Uniforms		04/20/22	234.50	.00	ACH			
					VENDOR TOTAL:	234.50					
VENDOR:	1662	PROGRAPHICS									
55523	04/01/22	10287	Supplies		04/20/22	522.91	.00	ACH			
					VENDOR TOTAL:	522.91					
VENDOR:	1700	QUILL									
24117130	04/08/22	10363	Supplies		04/20/22	301.98	.00	ACH			
					VENDOR TOTAL:	301.98					

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VENDOR:	1800		RACKLEY OIL, INC.									
192312	02/15/22	0	Credit on account		04/06/22	29.95-	.00	ACH				
					VENDOR TOTAL:	29.95-						
VENDOR:	1810		REGIONS COMMERCIAL BANKCARD									
4/03/22	04/08/22	0	Supplies, Travel, Dues		04/20/22	1457.66	.00	CHK				
					VENDOR TOTAL:	1457.66						
VENDOR:	1818		UNITED RENTALS, INC.									
195787262-010	04/11/22	10162	Equipment Rental		04/20/22	1767.00	.00	ACH				
203668551-002	04/06/22	10264	Equipment Rental		04/20/22	764.98	.00	ACH				
					VENDOR TOTAL:	2531.98						
VENDOR:	1886		MERIDIAN COOPERATIVE INC									
8553	04/06/22	0	Billing services		04/20/22	25718.97	.00	ACH				
					VENDOR TOTAL:	25718.97						
VENDOR:	1887		S & S LINE SERVICE INC									
2393	04/08/22	10338	Row Clearing		04/20/22	1338.80	.00	ACH				
2394	04/08/22	10338	Row Clearing		04/20/22	4536.00	.00	ACH				
					VENDOR TOTAL:	5874.80						
VENDOR:	1931		STARKVILLE SANITATION DEPT									
MAR 2022	04/05/22	0	Sanitation Collections		04/20/22	284842.40	.00	ACH				
					VENDOR TOTAL:	284842.40						
VENDOR:	1933		STARKVILLE WATER DEPT									
MAR 2022	04/05/22	0	Water-Sewer Collections		04/20/22	762264.01	.00	ACH				
					VENDOR TOTAL:	762264.01						
VENDOR:	1940		STUART C. IRBY									
S012859457.001	03/31/22	10229	Materials		04/20/22	2403.90	.00	ACH				
S012859550.003	04/01/22	10232	Materials		04/20/22	236.70	.00	ACH				
S012912666.001	03/31/22	10327	Materials		04/20/22	492.00	.00	ACH				

INVOICE	DATE	PO NBR	DESCRIPTION	INVOICE	AMOUNT	TAX	AMOUNT	PMT	PAID	PAID/VOID	CHECK/
				AMOUNT				TYP	DATE		ACH SEQ
S012917478.00	04/06/22	10329	Materials	1222.44	.00	.00	ACH				
S012917478.001	03/31/22	10329	Materials	836.00	.00	.00	ACH				
S012917481.001	03/31/22	10328	Materials	2188.00	.00	.00	ACH				
S012917481.002	04/06/22	10328	Materials	826.00	.00	.00	ACH				
S012917481.003	04/11/22	10328	Materials	441.00	.00	.00	ACH				
VENDOR TOTAL:				8626.04							
VENDOR:	1943	SOUTHERN TELECOMMUNICATIONS									
MAR 2022	04/08/22	0	Phone bill	374.61	.00	.00	CHK				
VENDOR TOTAL:				374.61							
VENDOR:	1999	T & C SPECIALTY DISTRIBUTORS									
0023721-IN	04/07/22	10315	Materials	16167.60	.00	.00	ACH				
VENDOR TOTAL:				16167.60							
VENDOR:	2098	ULINE									
146962807	04/01/22	10320	Supplies	389.07	.00	.00	ACH				
147336090	04/07/22	10355	Supplies	251.39	.00	.00	ACH				
VENDOR TOTAL:				640.46							
VENDOR:	2117	UTILITY MAINT SPECIALIST INC									
4635	04/05/22	0	Substation Testing	3361.00	.00	.00	ACH				
VENDOR TOTAL:				3361.00							
VENDOR:	2118	BORDER STATES ELECTRIC									
923940972	04/01/22	9955	Materials	5460.00	.00	.00	ACH				
923940973	04/01/22	10262	Materials	7280.00	.00	.00	ACH				
VENDOR TOTAL:				12740.00							
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.									
00399410	04/06/22	10140	Supplies	41.29	.00	.00	ACH				
VENDOR TOTAL:				41.29							
VENDOR:	2210	VERIZON WIRELESS									
9902671173	04/05/22	0	AMI M2M Data Usage	681.81	.00	.00	CHK				
VENDOR TOTAL:				681.81							

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VENDOR: 2305 WASTE PRO

0000238659	04/11/22	10160	Dumpster Fee		04/20/22	405.29	.00	ACH			
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VENDOR TOTAL: 405.29

VENDOR: 2334 WORSHAM BROTHERS CONSTR LLC

RFP#19 - 3/29/22	04/05/22	0	Operations Center Constructi		04/20/22	39557.52	.00	ACH			
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VENDOR TOTAL: 39557.52

VENDOR: 99009971 SERVICEMASTER RESTORATION

220463	04/11/22	0	Janitorial cleaning		04/20/22	438.00	.00	ACH			
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VENDOR TOTAL: 438.00

GRAND TOTAL: 1398490.47

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VENDOR:	14	ADS SECURITY										
16250669	04/05/22	0	Security monitoring		04/20/22	21.98	.00	ACH				
			VENDOR TOTAL:			21.98						
VENDOR:	75	ANIXTER, INC.										
5103782-00	04/11/22	5147	Materials		04/20/22	3125.00	.00	ACH				
			VENDOR TOTAL:			3125.00						
VENDOR:	76	APAC MISSISSIPPI, INC.										
4000114515	04/07/22	6548	Repairs		04/20/22	747.41	.00	ACH				
4000118412	04/05/22	6627	Repairs		04/20/22	454.41	.00	ACH				
4000118578	04/07/22	6627	Repairs		04/20/22	1713.61	.00	ACH				
			VENDOR TOTAL:			2915.43						
VENDOR:	186	BRENTAG MID-SOUTH										
BMS100696	03/30/22	6801	Chemicals		04/20/22	1158.50	.00	ACH				
BMS100697	03/30/22	6801	Chemicals		04/20/22	1158.50	.00	ACH				
BMS74670	04/07/22	0	Tank Return		04/20/22	1205.00	.00	ACH				
			VENDOR TOTAL:			1112.00						
VENDOR:	188	BOX CONSTRUCTION LLC										
2	04/06/22	5297	Water & Sewer repairs		04/20/22	7386.44	.00	ACH				
3	04/06/22	5298	Water & Sewer Repairs		04/20/22	1340.00	.00	ACH				
			VENDOR TOTAL:			8726.44						
VENDOR:	191	BANCORPSOUTH-2019 BONDS										
5/01/22	04/11/22	0	Bond Payment 82-0097-01-2		04/20/22	518025.00	.00	ACH				
			VENDOR TOTAL:			518025.00						
VENDOR:	194	AUTOZONE										
20220411STMT	04/11/22	0	Reverse Credits		04/20/22	33.94	.00	ACH				
			VENDOR TOTAL:			33.94						

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VENDOR: 220 CENTRAL PIPE SUPPLY												
S100220125.003	04/06/22	10062	Meter Vault		04/20/22	2243.80	.00	ACH				
S100259332.003	04/05/22	6150	Materials		04/20/22	2500.00	.00	ACH				
S100291217.001	04/01/22	6826	Materials		04/20/22	336.00	.00	ACH				
VENDOR TOTAL:						5079.80						
VENDOR: 307 CITY OF STARKVILLE												
APRIL 2022-SRL	04/05/22	0	State Revolving Loan Repay		04/20/22	25345.01	.00	ACH				
VENDOR TOTAL:						25345.01						
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY												
3121211-000-000	04/01/22	6834	Materials		04/20/22	594.00	.00	ACH				
3121305-00	04/06/22	6861	Materials		04/20/22	570.00	.00	ACH				
3121316-000-000	04/07/22	6866	Materials		04/20/22	128.00	.00	ACH				
VENDOR TOTAL:						1292.00						
VENDOR: 400 IVY AUTO PARTS												
683658	04/06/22	6864	Maintenance		04/20/22	137.94	.00	ACH				
VENDOR TOTAL:						137.94						
VENDOR: 450 ENVIRO-LABS, INC.												
5510	04/06/22	5142	Testing		04/20/22	185.00	.00	ACH				
5511	04/06/22	5142	Testing		04/20/22	185.00	.00	ACH				
5512	04/06/22	5142	Testing		04/20/22	254.00	.00	ACH				
5513	04/06/22	5142	Testing		04/20/22	185.00	.00	ACH				
5514	04/06/22	5142	Testing		04/20/22	185.00	.00	ACH				
5515	04/06/22	5204	Testing		04/20/22	185.00	.00	ACH				
5516	04/06/22	5204	Testing		04/20/22	185.00	.00	ACH				
5517	04/06/22	5204	Testing		04/20/22	254.00	.00	ACH				
5518	04/06/22	5204	Testing		04/20/22	185.00	.00	ACH				
5519	04/06/22	5204	Testing		04/20/22	185.00	.00	ACH				
5520	04/06/22	5204	Testing		04/20/22	185.00	.00	ACH				
5521	04/06/22	5204	Testing		04/20/22	254.00	.00	ACH				
5522	04/06/22	5204	Testing		04/20/22	185.00	.00	ACH				
5523	04/06/22	5204	Testing		04/20/22	185.00	.00	ACH				
5524	04/06/22	5204	Testing		04/20/22	185.00	.00	ACH				
VENDOR TOTAL:						2982.00						

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VENDOR:	455	EXELL WATER & COFFEE, INC.								
694134	03/30/22	5205 Rental		04/20/22	11.00	.00	ACH			
		VENDOR TOTAL:			11.00					
VENDOR:	604	FASTENAL								
MMSTA100500	04/01/22	5293 Safety		04/20/22	1176.80	.00	ACH			
		VENDOR TOTAL:			1176.80					
VENDOR:	606	4-COUNTY EPA								
MAR 2022	04/11/22	0 Utilities expense		04/20/22	12586.42	.00	CHK			
		VENDOR TOTAL:			12586.42					
VENDOR:	639	GOLDEN TRIANGLE								
3062042022	04/08/22	0 Billing services		04/20/22	62.50	.00	ACH			
		VENDOR TOTAL:			62.50					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-159138	03/30/22	6653 Maintenance		04/20/22	468.92	.00	ACH			
1018-159221	03/30/22	6653 Maintenance		04/20/22	94.95	.00	ACH			
1018-159793	04/11/22	6884 Repair		04/20/22	18.87	.00	ACH			
1018159200	03/30/22	6836 Maintenance		04/20/22	3347.92	.00	ACH			
		VENDOR TOTAL:			3930.66					
VENDOR:	702	HACH								
12963516	04/05/22	6821 Lab Supplies		04/20/22	305.15	.00	ACH			
12964229	04/05/22	6821 Lab Supplies		04/20/22	183.68	.00	ACH			
12965070	04/06/22	6825 Lab Supplies		04/20/22	1097.63	.00	ACH			
		VENDOR TOTAL:			1586.46					
VENDOR:	733	HILL MANUFACTURING								
112231	04/11/22	6635 Chemicals		04/20/22	3380.00	.00	ACH			
		VENDOR TOTAL:			3380.00					

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				AMOUNT	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR: 736 GUARDIAN LOCK & KEY INC										
6499	04/11/22	5301	Keys	169.00	.00	.00	ACH			
6531	04/11/22	5302	Rekeying	462.15	.00	.00	ACH			
			VENDOR TOTAL:	631.15						
VENDOR: 765 HYDRA SERVICE, INC.										
157057	03/30/22	5289	Maintenance	316.00	.00	.00	ACH			
157067	03/30/22	5288	Maintenance	506.00	.00	.00	ACH			
157137	03/30/22	5290	Repairs	1237.21	.00	.00	ACH			
157365	04/06/22	6876	Pump Maintenance	5358.00	.00	.00	ACH			
			VENDOR TOTAL:	7417.21						
VENDOR: 1106 LESLIE DEAN										
2204, 2205	04/12/22	0	Maintenance	2700.00	.00	.00	ACH			
			VENDOR TOTAL:	2700.00						
VENDOR: 1205 LOWE'S										
909205	04/08/22	5300	Supplies	100.59	.00	.00	CHK			
909808	03/30/22	6837	Supplies	24.66	.00	.00	CHK			
			VENDOR TOTAL:	125.25						
VENDOR: 1233 TERRY'S GARAGE AND REPAIR										
6248	04/06/22	6870	Maintenance	51.00	.00	.00	CHK			
			VENDOR TOTAL:	51.00						
VENDOR: 1320 MS RURAL WATER ASSOCIATION										
4/11/22	04/11/22	0	Annual membership dues	1275.00	.00	.00	CHK			
			VENDOR TOTAL:	1275.00						
VENDOR: 1341 MS DEVELOPMENT AUTHORITY										
4/01/22	04/05/22	0	CAP Loan Payments	27070.29	.00	.00	CHK			
			VENDOR TOTAL:	27070.29						

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VENDOR:	1366	MS	CROSS CONNECTION									
29878	04/01/22	5292	CCC Program		04/20/22	278.00	.00	ACH				
					VENDOR TOTAL:	278.00						
VENDOR:	1390	JACKSON	NEWELL PAPER CO									
3143825	04/01/22	6716	Supplies		04/20/22	133.67	.00	ACH				
					VENDOR TOTAL:	133.67						
VENDOR:	1525	OKTIBBEHA	COUNTY COOP									
768552	03/30/22	6829	Lawn Repair		04/20/22	49.39	.00	ACH				
769914	04/05/22	6850	Uniforms		04/20/22	199.40	.00	ACH				
770124	04/05/22	6854	Landscape Repairs		04/20/22	19.40	.00	ACH				
770365	04/05/22	6853	Hydrated Lime		04/20/22	46.00	.00	ACH				
771952	04/06/22	6860	Boots		04/20/22	128.64	.00	ACH				
					VENDOR TOTAL:	442.83						
VENDOR:	1531	O'REILLY	AUTO PARTS									
0997-244899	04/05/22	6852	Maintenance		04/20/22	92.75	.00	CHK				
0997212662	02/18/22	0	Return		04/06/22	176.36-	.00	CHK				
0997237740	02/22/22	6729	Maintenance		04/06/22	119.03	.00	CHK				
97613A	02/18/22	0	Unapplied Credit		04/06/22	25.46-	.00	CHK				
					VENDOR TOTAL:	9.96						
VENDOR:	1818	UNITED	RENTALS INC									
204722111-001	04/01/22	6842	Supplies		04/20/22	179.02	.00	ACH				
204792878-001	04/08/22	6855	Tools		04/20/22	61.27	.00	ACH				
					VENDOR TOTAL:	240.29						
VENDOR:	1884	STARKVILLE	GARBAGE									
3/28/22	04/05/22	0	Garbage disposal-600137		04/20/22	90.00	.00	CHK				
					VENDOR TOTAL:	90.00						
VENDOR:	1892	S&N	AIROFLO INC									
18424	04/07/22	5299	Aerators Rental		04/20/22	4400.00	.00	ACH				
					VENDOR TOTAL:	4400.00						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/20/22 ACCOUNT 23110

UNPAID INVOICES
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INVOICE	DATE	PO NBR	DESCRIPTION	ITEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1905 STARKVILLE AUTO PARTS												
5151-151483	04/01/22	6835	Maintenance		04/20/22	29.98	.00	CHK				
5151-151534	04/01/22	6848	Maintenance		04/20/22	57.67	.00	CHK				
5151-151607	04/06/22	6867	Maintenance		04/20/22	17.94	.00	CHK				
5151-151608	04/06/22	6868	Maintenance		04/20/22	9.98	.00	CHK				
5151-151659	04/06/22	6862	Maintenance		04/20/22	11.80	.00	CHK				
5151-151694	04/07/22	6878	Maintenance		04/20/22	47.54	.00	CHK				
5151-151695	04/07/22	6878	Maintenance		04/20/22	12.99	.00	CHK				
VENDOR TOTAL:						187.90						
VENDOR: 1917 RONNIE JONES CONST, INC.												
20221070	03/30/22	6796	Crusher Run		04/20/22	5707.25	.00	ACH				
20221087	04/11/22	6875	Crusher Run		04/20/22	1113.70	.00	ACH				
VENDOR TOTAL:						6820.95						
VENDOR: 1919 STARKVILLE GLASS AND PAINT												
31338	04/11/22	6886	Repair		04/20/22	245.00	.00	ACH				
VENDOR TOTAL:						245.00						
VENDOR: 1920 CANNON FORD LINCOLN OF STARK												
204811	03/30/22	6830	Maintenance		04/20/22	36.47	.00	ACH				
204812	03/30/22	6831	Maintenance		04/20/22	110.71	.00	ACH				
204889	04/07/22	6879	Maintenance		04/20/22	4.38	.00	ACH				
VENDOR TOTAL:						151.56						
VENDOR: 1937 SOUTHERN PIPE & SUPPLY												
6336705-01	04/01/22	6699	Materials		04/20/22	400.53	.00	ACH				
6400689-00	03/30/22	6753	Materials		04/20/22	729.90	.00	ACH				
6421915-00	04/01/22	6771	Materials		04/20/22	1446.48	.00	ACH				
6455044-00	04/01/22	6787	Materials		04/20/22	4202.22	.00	ACH				
6527404-00	04/08/22	6840	Materials		04/20/22	1975.00	.00	ACH				
VENDOR TOTAL:						8754.13						
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY												
71992	04/01/22	6847	Supplies		04/20/22	69.25	.00	ACH				
VENDOR TOTAL:						69.25						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/20/22 ACCOUNT 23110

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UNPAID INVOICES

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1951	SCHWING BIOSET INC										
61428804	03/30/22	5283	Maintenance		04/20/22	1295.22	.00	ACH				
					VENDOR TOTAL:	1295.22						
VENDOR:	2000	TALKING WARRIOR WATER ASSOC										
MAR 2022	04/05/22	0	TWA Water Revenues		04/20/22	2984.58	.00	ACH				
					VENDOR TOTAL:	2984.58						
VENDOR:	2024	THOMPSON MACHINERY										
1103111195	04/05/22	6844	Maintenance		04/20/22	219.02	.00	CHK				
PC110311196	04/05/22	6844	Maintenance		04/20/22	5.41	.00	CHK				
PC110311263	04/05/22	6844	Maintenance		04/20/22	7.78	.00	CHK				
					VENDOR TOTAL:	232.21						
VENDOR:	2098	ULINE										
146748729	03/30/22	6817	Supplies		04/20/22	569.56	.00	ACH				
					VENDOR TOTAL:	569.56						
VENDOR:	2104	UPS										
24W1X6132	04/06/22	0	Postage		04/20/22	120.06	.00	CHK				
24W1X6142	04/07/22	0	Postage		04/20/22	76.97	.00	CHK				
					VENDOR TOTAL:	197.03						
VENDOR:	2111	USA BLUEBOOK										
933158	04/07/22	6857	Safety Supplies		04/20/22	304.67	.00	ACH				
					VENDOR TOTAL:	304.67						
VENDOR:	2202	WAYPOINT ANALYTICAL										
1065750	03/30/22	6609	Testing		04/20/22	252.00	.00	ACH				
1065906	04/05/22	6609	Testing		04/20/22	252.00	.00	ACH				
1066021	04/11/22	6609	Testing		04/20/22	252.00	.00	ACH				
					VENDOR TOTAL:	756.00						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/20/22 ACCOUNT 23110

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INVOICE
VENDOR:
032922

DATE PO NBR DESCRIPTION
2308 WILSON'S TREE SERVICE LLC
04/06/22 5209 Tree Removal

VENDOR:
01P105765
01P105780

2310 WATERS TRUCK & TRACTOR INC
04/05/22 6843 Maintenance
04/05/22 6843 Maintenance

UNPAID INVOICES

INVOICE AMOUNT TAX PMT PAID PAID/VOID CHECK/

AMOUNT TYPE AMOUNT DATE ACH SEQ

VENDOR TOTAL: 3200.00

103.16 .00 ACH
16.26 .00 ACH

VENDOR TOTAL: 119.42

GRAND TOTAL: 662282.51



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance
AGENDA DATE: 4.19.22
PAGE: 1 of 33

SUBJECT: Request acceptance of the March 2022 financial statements of the City of Starkville, MS

**REQUESTING
DEPARTMENT:** City Clerk Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT:

Lesa Hardin, City Clerk / CFO, Webb Corban, Director of Finance,
or David Wise, Comptroller – Starkville Utilities

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Acceptance of the March 2022 financial statements of the City of Starkville, MS



City of Starkville, MS

Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,340,000.00	8,340,000.00	837,442.61	7,203,119.41	-1,136,880.59	86.37 %
206 - LIEU OF TAXES	805,500.00	805,500.00	2,398.46	534,900.52	-270,599.48	66.41 %
220 - LICENSES AND PERMITS	259,000.00	261,500.00	46,233.68	230,548.85	-30,951.15	88.16 %
230 - INTERGOVERNMENTAL REVENUES	12,119,500.00	12,123,600.00	1,215,869.31	6,578,935.96	-5,544,664.04	54.27 %
250 - GRANTS	107,900.00	182,900.00	8,476.31	67,155.67	-115,744.33	36.72 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	211.00	24,329.09	-170.91	99.30 %
330 - FINES AND FORFEITS	462,500.00	462,500.00	50,495.75	243,060.87	-219,439.13	52.55 %
340 - MISCELLANEOUS	581,750.00	633,250.00	-15,588.52	351,528.13	-281,721.87	55.51 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	200.00	1,150.00	-350.00	76.67 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,920,000.00	4,920,000.00	124,322.98	761,751.43	-4,158,248.57	15.48 %
631 - ODDFELLOWS	10,500.00	10,500.00	0.00	104.68	-10,395.32	1.00 %
Department: 000 - UNDESIGNATED Total:	27,632,650.00	27,765,750.00	2,270,061.58	15,996,584.61	-11,769,165.39	57.61 %
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	204,100.00	204,100.00	21,345.41	105,440.01	98,659.99	51.66 %
600 - CONTRACTUAL SERVICES	16,500.00	16,500.00	1,005.00	4,906.67	11,593.33	29.74 %
Department: 100 - BOARD OF ALDERMEN Total:	220,600.00	220,600.00	22,350.41	110,346.68	110,253.32	50.02 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	345,130.00	350,438.00	23,557.16	173,862.58	176,575.42	49.61 %
500 - SUPPLIES	10,000.00	10,000.00	849.67	2,382.85	7,617.15	23.83 %
600 - CONTRACTUAL SERVICES	23,000.00	23,000.00	1,818.04	14,928.04	8,071.96	64.90 %
900 - CAPITAL OUTLAY	78,500.00	78,500.00	0.00	9,391.66	69,108.34	11.96 %
Department: 110 - MUNICIPAL COURT Total:	456,630.00	461,938.00	26,224.87	200,565.13	261,372.87	43.42 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	92,950.00	148.19	46,513.32	46,436.68	50.04 %
Department: 111 - YOUTH COURT Total:	92,950.00	92,950.00	148.19	46,513.32	46,436.68	50.04 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	153,120.00	153,158.00	11,894.15	76,675.01	76,482.99	50.06 %
500 - SUPPLIES	1,200.00	1,200.00	74.95	351.84	848.16	29.32 %
600 - CONTRACTUAL SERVICES	151,000.00	151,000.00	4,803.28	50,508.23	100,491.77	33.45 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	305,820.00	305,858.00	16,772.38	127,535.08	178,322.92	41.70 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	336,400.00	351,164.00	25,524.31	165,500.00	185,664.00	47.13 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	118,250.00	133,250.00	14,195.27	96,088.94	37,161.06	72.11 %
900 - CAPITAL OUTLAY	90,000.00	90,000.00	-6,513.00	43,195.41	46,804.59	47.99 %
Department: 123 - IT Total:	545,150.00	574,914.00	33,206.58	304,784.35	270,129.65	53.01 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	444,482.00	467,943.00	32,049.24	188,924.58	279,018.42	40.37 %
600 - CONTRACTUAL SERVICES	115,000.00	115,000.00	0.00	114,149.00	851.00	99.26 %
Department: 142 - CITY CLERKS OFFICE Total:	559,482.00	582,943.00	32,049.24	303,073.58	279,869.42	51.99 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	922.23	3,148.39	6,351.61	33.14 %
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	1,642.49	7,226.29	16,273.71	30.75 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	3,000.00	3,000.00	398.23	1,958.23	1,041.77	65.27 %
Department: 145 - OTHER ADMINISTRATIVE Total:	37,000.00	37,000.00	2,962.95	12,332.91	24,667.09	33.33 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	547.50	3,147.50	5,352.50	37.03 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,500.00	8,500.00	547.50	3,147.50	5,352.50	37.03 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	5,386.17	35,010.08	34,934.92	50.05 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	5,386.17	35,010.08	34,934.92	50.05 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	235,000.00	235,000.00	10,262.52	86,832.26	148,167.74	36.95 %
Department: 169 - LEGAL Total:	235,000.00	235,000.00	10,262.52	86,832.26	148,167.74	36.95 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	307,383.00	315,375.00	19,463.34	126,361.12	189,013.88	40.07 %
500 - SUPPLIES	3,000.00	3,000.00	169.11	178.74	2,821.26	5.96 %
600 - CONTRACTUAL SERVICES	50,750.00	50,750.00	5,477.37	23,490.79	27,259.21	46.29 %
Department: 180 - HUMAN RESOURCES Total:	361,133.00	369,125.00	25,109.82	150,030.65	219,094.35	40.64 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	178,240.00	193,240.00	14,272.08	85,710.57	107,529.43	44.35 %
500 - SUPPLIES	1,100.00	1,100.00	50.84	624.50	475.50	56.77 %
600 - CONTRACTUAL SERVICES	122,150.00	122,150.00	1,345.12	24,872.85	97,277.15	20.36 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	4,105.00	23,305.00	-3,305.00	116.53 %
Department: 190 - CITY PLANNER Total:	321,490.00	336,490.00	19,773.04	134,512.92	201,977.08	39.98 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	136,940.00	151,940.00	11,438.31	66,681.40	85,258.60	43.89 %
Department: 191 - EXTERNAL SERVICE Total:	136,940.00	151,940.00	11,438.31	66,681.40	85,258.60	43.89 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	654.44	2,551.12	2,948.88	46.38 %
600 - CONTRACTUAL SERVICES	89,500.00	89,500.00	6,263.65	49,640.87	39,859.13	55.46 %
800 - DEBT SERVICE	3,586.00	3,586.00	896.50	1,793.00	1,793.00	50.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	98,586.00	98,586.00	7,814.59	53,984.99	44,601.01	54.76 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	13,499.00	6,501.00	67.50 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	0.00	22,500.00	44,428.00	33.62 %
990 - TRANSFERS	32,000.00	32,000.00	20,000.00	32,000.00	0.00	100.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	120,928.00	120,928.00	20,000.00	67,999.00	52,929.00	56.23 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	1,400.00	8,400.00	17,600.00	32.31 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,600.00	9,600.00	10,400.00	48.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	46,000.00	3,000.00	18,000.00	28,000.00	39.13 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	406,430.00	418,855.00	32,602.25	212,353.16	206,501.84	50.70 %
500 - SUPPLIES	6,150.00	6,150.00	497.22	746.64	5,403.36	12.14 %
600 - CONTRACTUAL SERVICES	20,900.00	20,900.00	215.47	4,634.59	16,265.41	22.18 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	3,363.16	6,636.84	33.63 %
Department: 197 - ENGINEERING Total:	443,480.00	455,905.00	33,314.94	221,097.55	234,807.45	48.50 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,518,290.00	4,606,905.00	335,631.76	2,323,800.65	2,283,104.35	50.44 %
500 - SUPPLIES	452,500.00	452,500.00	57,303.76	257,031.08	195,468.92	56.80 %
600 - CONTRACTUAL SERVICES	564,750.00	564,750.00	46,431.93	361,101.57	203,648.43	63.94 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	25,227.16	-25,227.16	0.00 %
800 - DEBT SERVICE	147,000.00	147,000.00	0.00	73,482.00	73,518.00	49.99 %
900 - CAPITAL OUTLAY	127,700.00	192,700.00	0.00	74,619.41	118,080.59	38.72 %
Department: 201 - POLICE DEPARTMENT Total:	5,810,240.00	5,963,855.00	439,367.45	3,115,261.87	2,848,593.13	52.24 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	290,500.00	296,000.00	20,452.03	129,788.35	166,211.65	43.85 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	372.29	1,409.15	90.85	93.94 %
Department: 245 - DISPATCHERS Total:	292,000.00	297,500.00	20,824.32	131,197.50	166,302.50	44.10 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	103,210.00	109,710.00	7,894.10	54,187.53	55,522.47	49.39 %
500 - SUPPLIES	2,750.00	2,750.00	0.00	548.15	2,201.85	19.93 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 246 - CODE ENFORCEMENT Total:	110,960.00	117,460.00	7,894.10	54,735.68	62,724.32	46.60 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	134,230.00	137,230.00	11,940.22	71,354.12	65,875.88	52.00 %
Department: 254 - DUI GRANT Total:	134,230.00	137,230.00	11,940.22	71,354.12	65,875.88	52.00 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,222,685.00	4,229,036.00	321,783.87	2,060,983.11	2,168,052.89	48.73 %
500 - SUPPLIES	133,750.00	133,750.00	17,568.70	98,430.30	35,319.70	73.59 %
600 - CONTRACTUAL SERVICES	276,500.00	276,500.00	51,235.37	204,943.11	71,556.89	74.12 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	55,123.00	70,356.66	75,479.16	-20,356.16	136.93 %
800 - DEBT SERVICE	99,350.00	113,135.00	0.00	113,132.35	2.65	100.00 %
900 - CAPITAL OUTLAY	50,000.00	48,977.00	3,040.75	22,922.44	26,054.56	46.80 %
Department: 261 - FIRE DEPARTMENT Total:	4,782,285.00	4,856,521.00	463,985.35	2,575,890.47	2,280,630.53	53.04 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	263,390.00	265,390.00	20,718.36	132,988.23	132,401.77	50.11 %
500 - SUPPLIES	7,000.00	7,000.00	2,348.92	3,879.53	3,120.47	55.42 %
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	426.99	6,316.18	10,683.82	37.15 %
800 - DEBT SERVICE	6,935.00	6,935.00	451.37	3,159.60	3,775.40	45.56 %
Department: 281 - BUILDING/CODES OFFICE Total:	294,325.00	296,325.00	23,945.64	146,343.54	149,981.46	49.39 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	336.73	15,439.55	2,060.45	88.23 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	-6,062.14	6,062.14	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,150.00	18,150.00	336.73	9,377.41	8,772.59	51.67 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	938,370.00	940,966.00	59,882.51	397,873.17	543,092.83	42.28 %
500 - SUPPLIES	183,750.00	193,750.00	61,676.71	170,389.94	23,360.06	87.94 %
600 - CONTRACTUAL SERVICES	589,500.00	589,500.00	52,308.94	262,588.56	326,911.44	44.54 %
800 - DEBT SERVICE	98,675.00	98,675.00	17,306.83	69,331.92	29,343.08	70.26 %
900 - CAPITAL OUTLAY	60,000.00	60,000.00	1,254.22	4,373.90	55,626.10	7.29 %
Department: 301 - STREET DEPARTMENT Total:	1,870,295.00	1,882,891.00	192,429.21	904,557.49	978,333.51	48.04 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	94,180.00	95,630.00	6,805.45	50,406.84	45,223.16	52.71 %
500 - SUPPLIES	3,500.00	5,000.00	0.00	3,169.21	1,830.79	63.38 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	118.48	2,695.49	2,854.51	48.57 %
900 - CAPITAL OUTLAY	185,000.00	185,000.00	46,250.00	138,750.00	46,250.00	75.00 %
Department: 360 - ANIMAL CONTROL Total:	288,230.00	291,180.00	53,173.93	195,021.54	96,158.46	66.98 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	15,000.00	5,000.00	75.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	5,000.00	15,000.00	5,000.00	75.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	1,065,310.00	1,065,310.00	4,174.93	120,854.29	944,455.71	11.34 %
500 - SUPPLIES	175,000.00	175,000.00	414.81	24,908.92	150,091.08	14.23 %
600 - CONTRACTUAL SERVICES	467,100.00	467,100.00	67,521.09	490,164.67	-23,064.67	104.94 %
800 - DEBT SERVICE	17,956.00	17,956.00	4,489.00	8,978.00	8,978.00	50.00 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,745,366.00	1,745,366.00	76,599.83	644,905.88	1,100,460.12	36.95 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
900 - CAPITAL OUTLAY	2,355,000.00	2,355,000.00	173,250.52	1,317,788.71	1,037,211.29	55.96 %
Department: 600 - CAPITAL PROJECTS Total:	2,365,000.00	2,365,000.00	173,250.52	1,317,788.71	1,047,211.29	55.72 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	270,000.00	270,000.00	62,500.00	187,500.00	82,500.00	69.44 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	334,000.00	334,000.00	62,500.00	248,000.00	86,000.00	74.25 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,662,412.00	2,662,412.00	88,812.50	450,244.48	2,212,167.52	16.91 %
Department: 800 - DEBT SERVICE Total:	2,662,412.00	2,662,412.00	88,812.50	450,244.48	2,212,167.52	16.91 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,845,023.00	2,608,738.00	0.00	0.00	2,608,738.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,845,023.00	2,608,738.00	0.00	0.00	2,608,738.00	0.00 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	379,640.27	4,174,458.52	4,174,458.52	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	11,500.00	11,500.00	723.00	4,178.00	-7,322.00	36.33 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	21,500.00	21,500.00	723.00	4,178.00	-17,322.00	19.43 %
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	2,359.15	3,835.22	1,164.78	76.70 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	21,500.00	21,500.00	2,359.15	3,835.22	17,664.78	17.84 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-1,636.15	342.78	342.78	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	139,000.00	139,000.00	0.00	150,505.36	11,505.36	108.28 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	269,000.00	269,000.00	0.00	150,505.36	-118,494.64	55.95 %
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	500.00	500.00	0.00	1,766.50	-1,266.50	353.30 %
800 - DEBT SERVICE	263,250.00	263,250.00	1,555.67	184,447.52	78,802.48	70.07 %
900 - CAPITAL OUTLAY	5,250.00	5,250.00	0.00	0.00	5,250.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,000.00	269,000.00	1,555.67	186,214.02	82,785.98	69.22 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-1,555.67	-35,708.66	-35,708.66	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	7,982.00	-62,969.00	11.25 %
340 - MISCELLANEOUS	30,500.00	30,500.00	1,875.00	12,134.17	-18,365.83	39.78 %
360 - CHARGES FOR SERVICES	509,250.00	509,250.00	58,311.74	388,794.23	-120,455.77	76.35 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,310,701.00	1,310,701.00	60,186.74	408,910.40	-901,790.60	31.20 %
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	170,300.00	170,300.00	10,698.79	60,971.55	109,328.45	35.80 %
500 - SUPPLIES	419,000.00	419,000.00	52,113.94	317,492.05	101,507.95	75.77 %
600 - CONTRACTUAL SERVICES	104,850.00	104,850.00	4,503.46	74,243.40	30,606.60	70.81 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	2,784.29	-2,784.29	0.00 %
900 - CAPITAL OUTLAY	616,551.00	616,551.00	0.00	0.00	616,551.00	0.00 %
Department: 505 - AIRPORT Total:	1,310,701.00	1,310,701.00	67,316.19	455,491.29	855,209.71	34.75 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-7,129.45	-46,580.89	-46,580.89	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	145,556.00	145,556.00	4,091.18	23,531.16	-122,024.84	16.17 %
Department: 000 - UNDESIGNATED Total:	145,556.00	145,556.00	4,091.18	23,531.16	-122,024.84	16.17 %
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	49,414.00	49,414.00	0.00	25,532.17	23,881.83	51.67 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	96,142.00	96,142.00	0.00	43,484.74	52,657.26	45.23 %
Department: 515 - RESTRICTED PROJECTS Total:	145,556.00	145,556.00	0.00	69,016.91	76,539.09	47.42 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	4,091.18	-45,485.75	-45,485.75	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,000.00	2,846,600.00	245,488.08	1,468,467.61	-1,378,132.39	51.59 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,100,000.00	3,146,600.00	245,488.08	1,468,467.61	-1,678,132.39	46.67 %
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,564,361.00	1,617,893.00	114,018.92	748,383.34	869,509.66	46.26 %
500 - SUPPLIES	240,500.00	287,100.00	25,312.37	212,651.88	74,448.12	74.07 %
600 - CONTRACTUAL SERVICES	844,600.00	844,600.00	49,465.34	422,614.03	421,985.97	50.04 %
800 - DEBT SERVICE	298,702.00	298,702.00	3,743.59	110,123.63	188,578.37	36.87 %
900 - CAPITAL OUTLAY	151,837.00	98,305.00	26,550.00	34,550.00	63,755.00	35.15 %
Department: 322 - SANITATION DEPARTMENT Total:	3,100,000.00	3,146,600.00	219,090.22	1,528,322.88	1,618,277.12	48.57 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	26,397.86	-59,855.27	-59,855.27	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	440,000.00	440,000.00	23,393.65	121,376.32	-318,623.68	27.59 %
Department: 000 - UNDESIGNATED Total:	441,000.00	441,000.00	23,393.65	121,376.32	-319,623.68	27.52 %
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	221,000.00	221,000.00	0.00	0.00	221,000.00	0.00 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	0.00	220,000.00	0.00 %
Department: 323 - LANDFILL Total:	441,000.00	441,000.00	0.00	0.00	441,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	23,393.65	121,376.32	121,376.32	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	50,000.00	50,000.00	2,639.00	16,350.00	-33,650.00	32.70 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	90,000.00	90,000.00	2,639.00	16,350.00	-73,650.00	18.17 %
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	90,000.00	90,000.00	175.00	12,528.73	77,471.27	13.92 %
Department: 112 - COMPUTER ASSESMENTS Total:	90,000.00	90,000.00	175.00	12,528.73	77,471.27	13.92 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	2,464.00	3,821.27	3,821.27	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,500.00	2,500.00	25.89	486.85	-2,013.15	19.47 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	702,500.00	702,500.00	25.89	486.85	-702,013.15	0.07 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	702,500.00	702,500.00	63,169.26	649,231.95	53,268.05	92.42 %
Department: 600 - CAPITAL PROJECTS Total:	702,500.00	702,500.00	63,169.26	649,231.95	53,268.05	92.42 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-63,143.37	-648,745.10	-648,745.10	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

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

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

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

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,825,000.00	1,825,000.00	192,606.51	1,285,222.24	-539,777.76	70.42 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,325,000.00	3,325,000.00	192,606.51	1,285,222.24	-2,039,777.76	38.65 %
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	0.00	28,856.42	88,853.17	-88,853.17	0.00 %
800 - DEBT SERVICE	1,487,955.00	1,487,955.00	1,500.00	622,348.25	865,606.75	41.83 %
900 - CAPITAL OUTLAY	1,637,045.00	1,637,045.00	0.00	0.00	1,637,045.00	0.00 %
950 - TRANSFERS	200,000.00	200,000.00	0.00	50,000.00	150,000.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	3,325,000.00	3,325,000.00	30,356.42	761,201.42	2,563,798.58	22.89 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	162,250.09	524,020.82	524,020.82	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	1,500,000.00	48,426.29	900,117.27	-599,882.73	60.01 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	1,500,000.00	48,426.29	900,117.27	-599,882.73	60.01 %
Department: 318 - MS182/MLK						
500 - SUPPLIES	0.00	0.00	0.00	222.80	-222.80	0.00 %
600 - CONTRACTUAL SERVICES	900,000.00	900,000.00	760.00	154,715.75	745,284.25	17.19 %
900 - CAPITAL OUTLAY	600,000.00	600,000.00	0.00	0.00	600,000.00	0.00 %
Department: 318 - MS182/MLK Total:	1,500,000.00	1,500,000.00	760.00	154,938.55	1,345,061.45	10.33 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	47,666.29	745,178.72	745,178.72	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	0.00	101,949.36	91,949.36	1,019.49 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	17,990,000.00	17,990,000.00	0.00	0.00	-17,990,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	18,000,000.00	18,000,000.00	0.00	101,949.36	-17,898,050.64	0.57 %
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	913,466.00	913,466.00	28,794.74	220,839.62	692,626.38	24.18 %
900 - CAPITAL OUTLAY	17,086,534.00	17,086,534.00	714,768.37	5,597,426.85	11,489,107.15	32.76 %
Department: 551 - PARK & REC TOURISM Total:	18,000,000.00	18,000,000.00	743,563.11	5,818,266.47	12,181,733.53	32.32 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	-743,563.11	-5,716,317.11	-5,716,317.11	0.00 %
Report Surplus (Deficit):	0.00	0.00	-171,124.41	-1,027,593.41	-1,027,593.41	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	379,640.27	4,174,458.52	4,174,458.52
002 - RESTRICTED POLICE FUND	0.00	0.00	-1,636.15	342.78	342.78
003 - RESTRICTED FIRE FUND	0.00	0.00	-1,555.67	-35,708.66	-35,708.66
015 - AIRPORT FUND	0.00	0.00	-7,129.45	-46,580.89	-46,580.89
016 - RESTRICTED AIRPORT	0.00	0.00	4,091.18	-45,485.75	-45,485.75
022 - ENVIRONMENTAL SERVICES	0.00	0.00	26,397.86	-59,855.27	-59,855.27
023 - LANDFILL ACCOUNT	0.00	0.00	23,393.65	121,376.32	121,376.32
107 - COMPUTER ASSESSMENTS	0.00	0.00	2,464.00	3,821.27	3,821.27
303 - INDUSTRIAL PARK BOND	0.00	0.00	-63,143.37	-648,745.10	-648,745.10
310 - LINKAGE TAP PROJECT	0.00	0.00	0.00	-13,389.45	-13,389.45
319 - PUBLIC IMPROVEMENT	0.00	0.00	0.00	-30,709.61	-30,709.61
375 - PARK AND REC TOURISM	0.00	0.00	162,250.09	524,020.82	524,020.82
377 - BUILD GRANT MS 182 / MLK	0.00	0.00	47,666.29	745,178.72	745,178.72
380 - PARK BONDS 2020	0.00	0.00	-743,563.11	-5,716,317.11	-5,716,317.11
Report Surplus (Deficit):	0.00	0.00	-171,124.41	-1,027,593.41	-1,027,593.41



**Starkville Utilities – Electric Department
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending March 31, 2022**

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Electric Sales	\$ 40,075,000	\$ 3,119,438	\$ 19,168,446	(20,906,554)	47.83%
Other Revenue	1,917,000	130,824	815,942	(1,101,058)	42.56%
Total Revenue	\$ 41,992,000	\$ 3,250,262	\$ 19,984,388	(22,007,612)	47.59%
Expenses					
Purchased Power Expense	\$ 31,000,000	\$ 2,265,142	\$ 14,461,529	16,538,471	46.65%
Payroll Expenses	2,940,203	210,134	1,342,961	1,597,242	45.68%
Operating Expenses	1,536,000	48,912	610,147	925,853	39.72%
Maintenance Expense	982,000	149,045	492,421	489,579	50.14%
Capital Expense	6,559,523	268,371	2,008,821	4,550,702	30.62%
Debt Expense	624,813	-	550,197	74,616	88.06%
Tax Equivalency	1,365,000	113,750	682,500	682,500	50.00%
Total Expenses	\$ 45,007,539	\$ 3,055,354	\$ 20,148,576	24,858,963	44.77%
Total Revenue Over Expenses	\$ (3,015,539)	\$ 194,908	\$ (164,188)	\$ 2,851,351	5.44%

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



Starkville Utilities – Water & Sewer Department
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending March 31, 2022

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 8,000,000	\$ 677,751	\$ 3,954,674	(4,045,326)	49.43%
Other Revenues	2,988,183	411,780	1,057,527	(1,930,656)	35.39%
Total Revenues	\$ 10,988,183	\$ 1,089,531	\$ 5,012,201	(5,975,982)	45.61%
<u>Expenses</u>					
Payroll Expense	\$ 2,421,903	\$ 158,618	\$ 910,367	(1,511,536)	37.59%
Operating Expense	1,825,000	132,552	874,436	(950,564)	47.91%
Maintenance Expense	2,920,000	178,867	1,028,002	(1,891,998)	35.21%
Capital Expense	3,269,015	228,153	409,983	(2,859,032)	12.54%
Debt Expense	1,501,388	86,224	568,194	(933,194)	37.84%
Total Expenses	\$ 11,937,306	\$ 784,414	\$ 3,790,982	(8,146,324)	31.76%
Total Revenues Over Expenses	\$ (949,123)	\$ 305,117	\$ 1,221,219	\$ (14,122,306)	-128.67%

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

		CSP Pre-Opening	31-Mar Budget	31-Mar Actual	Expenses YTD Balance	Remaining YTD Budget	YTD % of Budget Spent
40000	Revenue						
40199	Total Local Programming	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
40299	Total memberships	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
40399	Total Facility Rentals	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
40499	Total Events & Tournaments	\$ 0.00	0.00	1,051.00	\$ 1,051.00	\$ (1,051.00)	21020000000.00%
40599	Total Family Entertainment Center	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
40699	Total Food and Beverage	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
40799	Total Pro/Merch Shop	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
40899	Total Other Revenues	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
49999	Total Revenues	\$ 0.00	0.00	1,051.00	\$ 1,051.00	\$ (1,051.00)	614619883.04%
50000	Cost of Goods Sold						
50199	Total Local Programming	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
50299	Total memberships	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
50399	Total Facility Rentals	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
50499	Total Events & Tournaments	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
50599	Total Family Entertainment Center	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
50699	Total Food and Beverage	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
50799	Total Pro/Merch Shop	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
50899	Total Other Revenues	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
50999	Labor	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
59999	Total COGS	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
	Gross Profit	\$ 0.00	0.00	1,051.00	\$ 1,051.00	\$ (1,051.00)	756115107.91%
60000	EXPENSES						
60199	Total Advertising/Marketing	\$ 105,833.00	8,819.42	10,203.02	\$ 10,844.89	\$ 94,988.11	10.25%
60299	Total Bank & Other Service Charges	\$ 3,750.03	312.50	-	\$ -	\$ 3,750.03	0.00%
60399	Total General Office Expenses	\$ 51,500.00	4,291.67	-	\$ 12,739.49	\$ 38,760.51	24.74%
60499	Total Insurance	\$ 16,666.00	1,388.83	-	\$ -	\$ 16,666.00	0.00%
60599	Total Management Company	\$ 281,500.00	23,458.33	24,000.00	\$ 96,000.00	\$ 185,500.00	34.10%
60699	Total Salaries and Wages	\$ 390,895.00	32,574.58	29,302.18	\$ 29,302.18	\$ 361,592.82	7.50%
60799	Total Payroll Expenses	\$ 64,200.00	5,350.00	2,665.44	\$ 2,665.44	\$ 61,534.56	4.15%
60899	Total Professional Services	\$ 82,500.00	6,875.00	-	\$ -	\$ 82,500.00	0.00%
60999	Total Rent Expense	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
61199	Total Facility Maintenance	\$ 38,500.00	3,208.33	-	\$ 4,404.33	\$ 34,095.67	11.44%
61299	Total Utilities	\$ 24,000.00	2,000.00	-	\$ -	\$ 24,000.00	0.00%

		CSP Pre-Opening	31-Mar Budget	31-Mar Actual	Expenses YTD Balance	Remaining YTD Budget	YTD % of Budget Spent
61399	Total Interest Expense	\$ 6,666.64	555.55	-	\$ -	\$ 6,666.64	0.00%
61499	Total Depreciation Expense	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
61599	Total Property Taxes	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
61699	Total Amortization	\$ 0.00	0.00	-	\$ -	\$ 0.00	0.00%
69999	TOTAL Expenses	\$ 1,066,010.67	88,834.22	66,170.64	\$ 155,956.33	\$ 903,387.70	14.63%
	NET OPERATING INCOME	\$ (1,066,010.67)	(88,834.22)	(65,119.64)	\$ (154,905.33)	\$ (904,438.70)	14.53%
41000	Other Income (Below NOI)						
41100	Subsidy			34,901.22	\$ 58,901.22	\$ (58,901.22)	
41200	Subsidy Earned				\$ -	\$ -	
41300	Interest				\$ -	\$ -	
41400	Other				\$ -	\$ -	
41999	Total Other Income (Below NOI)	\$ -	-	34,901.22	\$ 58,901.22	\$ -	
51000	Other COGS						
51100	Interest				\$ -	\$ -	
51200	Other				\$ -	\$ -	
51999	Total Other COGS	\$ -	-	-	\$ -	\$ -	
70000	Other Expenses						
70100	Other Expenses				\$ -	\$ -	
70199	Total Other Expenses	\$ -	-	-	\$ -	\$ -	
	NET INCOME	\$ (1,066,010.67)	(88,834.22)	(30,218.42)	\$ (96,004.11)	\$ (353.78)	9.01%

		P&R 11 Month Ops	Mar-22 Budget	Mar-22 Actual	Revenue/Expenses YTD Balance	Remaining YTD Budget	YTD % of Budget Spent	Projected End of Year
40000	Revenue							
40199	Total Local Programming	\$ 354,291.67	32,208.33	0.00	\$ 80,567.00	\$ 273,724.67	22.74%	\$ 165,000.00
40299	Total memberships	\$ 18,333.33	1,666.67	0.00	\$ -	\$ 18,333.33	0.00%	\$ -
40399	Total Facility Rentals	\$ 60,683.33	5,516.67	6,676.00	\$ 14,873.62	\$ 45,809.71	24.51%	\$ 30,000.00
40499	Total Events & Tournaments	\$ 0.00	0.00	0.00	\$ -	\$ 0.00	0.00%	\$ -
40599	Total Family Entertainment Center	\$ 0.00	0.00	0.00	\$ -	\$ 0.00	0.00%	\$ -
40699	Total Food and Beverage	\$ 380,416.67	34,583.33	1,568.36	\$ 5,918.38	\$ 374,498.29	1.56%	\$ 75,000.00
40799	Total Pro/Merch Shop	\$ 36,666.67	3,333.33	0.00	\$ -	\$ 36,666.67	0.00%	\$ -
40899	Total Other Revenues	\$ 201,666.67	18,333.33	404.00	\$ 3,404.00	\$ 198,262.67	1.69%	\$ 50,000.00
49999	Total Revenues	\$ 1,052,058.33	95,641.67	8,648.36	\$ 104,763.00	\$ 947,295.33	9.96%	\$ 320,000.00
50000	Cost of Goods Sold							
50199	Total Local Programming	\$ 82,582.50	7,507.50	1,858.71	\$ 7,469.71	\$ 75,112.79	9.05%	\$ 20,000.00
50299	Total memberships	\$ 7,333.33	666.67	0.00	\$ -	\$ 7,333.33	0.00%	\$ -
50399	Total Facility Rentals	\$ 3,034.17	275.83	0.00	\$ -	\$ 3,034.17	0.00%	\$ 3,000.00
50499	Total Events & Tournaments	\$ 0.00	0.00	0.00	\$ -	\$ 0.00	0.00%	\$ -
50599	Total Family Entertainment Center	\$ 0.00	0.00	0.00	\$ -	\$ 0.00	0.00%	\$ -
50699	Total Food and Beverage	\$ 209,229.17	19,020.83	3,023.84	\$ 5,038.56	\$ 204,190.61	2.41%	\$ 20,000.00
50799	Total Pro/Merch Shop	\$ 18,333.33	1,666.67	0.00	\$ -	\$ 18,333.33	0.00%	\$ -
50899	Total Other Revenues	\$ 37,812.50	3,437.50	4,100.00	\$ 4,100.00	\$ 33,712.50	10.84%	\$ 25,000.00
50999	Labor	\$ 0.00	0.00	2,665.00	\$ 16,558.00	\$ (16,558.00)	0.00%	\$ 37,500.00
59999	Total COGS	\$ 358,325.00	32,575.00	11,647.55	\$ 33,166.27	\$ 325,158.73	9.26%	\$ 105,500.00
	Gross Profit	\$ 693,733.33	63,066.67	-2,999.19	\$ 71,596.73	\$ 622,136.60	10.32%	\$ 214,500.00
60000	EXPENSES							
60199	Total Advertising/Marketing	\$ 32,083.33	2,916.67	347.48	\$ 454.36	\$ 31,628.97	1.42%	\$ 20,000.00
60299	Total Bank & Other Service Charges	\$ 13,704.17	1,245.83	1,015.66	\$ 1,535.36	\$ 12,168.81	11.20%	\$ 5,000.00
60399	Total General Office Expenses	\$ 62,791.67	5,708.33	2,295.43	\$ 18,253.44	\$ 44,538.23	29.07%	\$ 40,000.00
60499	Total Insurance	\$ 28,441.42	2,585.58	0.00	\$ -	\$ 28,441.42	0.00%	\$ 28,411.00
60599	Total Management Company	\$ 174,166.67	15,833.33	15,820.09	\$ 84,820.09	\$ 89,346.58	48.70%	\$ 105,116.00
60699	Total Salaries and Wages	\$ 554,583.33	50,416.67	37,457.86	\$ 233,764.27	\$ 320,819.06	42.15%	\$ 500,000.00
60799	Total Payroll Expenses	\$ 83,487.25	7,589.75	7,417.44	\$ 39,522.01	\$ 43,965.24	47.34%	\$ 70,000.00
60899	Total Professional Services	\$ 20,166.67	1,833.33	0.00	\$ -	\$ 20,166.67	0.00%	\$ 20,000.00
60999	Total Rent Expense	\$ 0.00	0.00	0.00	\$ -	\$ 0.00	0.00%	\$ -
61199	Total Facility Maintenance	\$ 420,750.00	38,250.00	26,110.97	\$ 80,505.07	\$ 340,244.93	19.13%	\$ 365,000.00
61299	Total Utilities	\$ 197,083.33	17,916.67	15,571.45	\$ 67,725.20	\$ 129,358.13	34.36%	\$ 197,000.00
61399	Total Interest Expense	\$ 0.00	0.00	0.00	\$ -	\$ 0.00	0.00%	\$ -
61499	Total Depreciation Expense	\$ 0.00	0.00	0.00	\$ -	\$ 0.00	0.00%	\$ -
61599	Total Property Taxes	\$ 0.00	0.00	0.00	\$ -	\$ 0.00	0.00%	\$ -
61699	Total Amortization	\$ 0.00	0.00	0.00	\$ -	\$ 0.00	0.00%	\$ -
69999	TOTAL Expenses	\$ 1,587,257.86	144,296.17	106,036.38	\$ 526,579.80	\$ 1,060,678.05	33.18%	\$ 1,350,527.00

		P&R 11	Mar-22	Mar-22	Revenue/Expenses	Remaining	YTD % of	Projected End of Year
		Month Ops	Budget	Actual	YTD Balance	YTD Budget	Budget Spent	
	NET OPERATING INCOME	\$ (893,524.52)	-81,229.50	-109,035.57	\$ (454,983.07)	\$ (438,541.45)	50.92%	\$ (1,136,027.00)
41000	Other Income (Below NOI)							
41100	Subsidy			174,810.38	\$ 301,691.45	\$ (301,691.45)		
41200	Subsidy Earned				\$ -	\$ -		
41300	Interest				\$ -	\$ -		
41400	Other				\$ -	\$ -		
41999	Total Other Income (Below NOI)	\$ -	0.00	174,810.38	\$ 30,000.00	\$ (30,000.00)		
51000	Other COGS							
51100	Interest				\$ -	\$ -		
51200	Other				\$ -	\$ -		
51999	Total Other COGS	\$ -	0.00	0.00	\$ -	\$ -		
70000	Other Expenses							
70100	Other Expenses				\$ -	\$ -		
70199	Total Other Expenses	\$ -	0.00	0.00	\$ -	\$ -		
	NET INCOME	\$ (893,524.52)	-81,229.50	\$ 65,774.81	\$ (424,983.07)	\$ (468,541.45)		



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: April 19, 2022
PAGE: 1

SUBJECT:

Request authorization for Training Chief Clarence Parks to travel to Pueblo, CO to attend the SERTC – Highway Emergency Response Specialist (HERS) PER-291 DHS-FEMA Funded class on May 1 - 7, 2022, at no cost to the city.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

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

SUGGESTED MOTION:

Move approval for authorization for Training Chief Clarence Parks to travel to Pueblo, CO to attend the SERTC – Highway Emergency Response Specialist (HERS) PER-291 DHS-FEMA Funded class on May 1 - 7, 2022, at no cost to the city.

SERTC - Application HERS

1 message

register@aar.com <register@aar.com>
To: c.parks@cityofstarkville.org

Mon, Apr 11, 2022 at 3:02 PM

Highway Emergency Response Specialist (HERS) PER-291 DHS-FEMA Funded



Security and Emergency Response Training Center

2022 DHS-FEMA Application HERS PER-291 Expires 2-Yrs from Date of Receipt _____

55500 DOT Road | Pueblo CO 81001 | 719.584.0584 | www.sertc.org | email: sertc@aar.com

Instructions (Read Carefully): Follow the steps below. One application is required per class. Applications are good for two years from the date received from the SAA. A student may repeat training every three years per class.

1. You have successfully completed the online application.
This Application does NOT guarantee registration; it is ONLY the first step.
2. Print, sign, and date this application at the bottom (Required)
3. Fax or email to your SAA (contact info below)
4. Follow up to verify your SAA received your application, and submitted it to SERTC.
5. SERTC will register you on a first-come-first-served basis. You will receive an e-mail confirmation containing Reporting Instructions to guide your next steps to successfully attend. However, if classes are full, you will receive an e-mail prompting you to choose a different class or be added to the waitlist.

Student Applicant Information | Participant ID: 16780

Student:	Clarence Parks E: c.parks@cityofstarkville.org DOB: 6/15/1976
Organization:	Starkville Fire Department

A Form was filled out by Clarence Parks attending SERTC - Application HERS

*Organization Street Address	503 E Lampkin Street
*Organization City	Starkville
*Organization State	MS
*Organization Zip	39759
*Current Position	Chief of Training
*Years in Current Position	3
(Optional) Another email to ensure receipt	cvparks31@yahoo.com

*Supervisor Name (First & Last)	Charles Yarbrough
*Supervisor Phone	6627220051
*Jurisdiction	L-Local Government
*Discipline	FS-Fire Service
*How did you hear about us	Friend
*Training location	Mississippi Starkville, Mississippi

A Form was filled out by Clarence Parks attending SERTC - Application HERS

*Please select 1st Resident Training date preference. These are 40-hour courses conducted entirely On-Site at the SERTC Facility. If you wish to attend our WEB-BASED/Resident combination courses do NOT make a selection below.	2022-05-02 HERS (APP)
(Optional) Please select 2nd Resident Training date preference. These are 40-hour courses conducted entirely On-Site at the SERTC Facility.	2022-05-02 HERS (APP)

A Form was filled out by Clarence Parks attending SERTC - Application HERS

*Do you meet the following recommended prerequisites: - HazMat Technician Level or equivalent - IS-100.C (Available here online) - IS-200.B (Available here online) - IS-700.B (Available here online)	Yes
---	-----

A Form was filled out by Clarence Parks attending SERTC - Application HERS

*Are you a Federal Employee?	No
------------------------------	----

A Form was filled out by Clarence Parks attending SERTC - Application HERS

*Attendee FEMA SID (10-digit) Lookup Existing or New	0000149542
*Click here for SAA's information. Select your state & enter SAA's Name:	Laura Fosselman
*SAA Email	lfosselman@dps.ms.gov
*SAA Phone	601-927-7783

A Form was filled out by Clarence Parks attending SERTC - Application HERS

*Visitor Requirements: TTCI Company policy requires additional information for persons whose origins are outside the U.S. *Are you a US Citizen?	Yes
--	-----

A Form was filled out by Clarence Parks attending SERTC - Application HERS

*Please select 1st SERTC Academy Resident Training date preference. These are 24-hour courses conducted On-Site at the SERTC Facility once the SERTC Web-Based portion is successfully completed.	
---	--

A Form was filled out by Clarence Parks attending SERTC - Application HERS

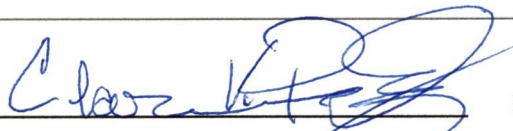
*Please select 1st SERTC Academy Web-Based Training date preference. These are 24-hour courses conducted as Web-Based training. Conducted using GoToWebinar, these courses are required to be completed before attending the SERTC Academy Resident training. First you attend the WEB-BASED portion, then the On-Site portion. Please make a selection for each below. If you wish to attend our full On-Site Resident course do NOT make selections below.	
---	--

A Form was filled out by Clarence Parks attending SERTC - Application HERS

*Dietary concerns for lunch at SERTC (if nothing, type NONE)	NONE
*Attendee Home Street Address	109 John Calvin St.
*Attendee Home City	Starkville
*Attendee Home State	MS
*Attendee Home Zip	39759

Applicant and Supervisor:

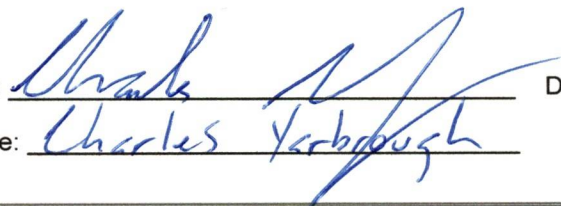
1. Please review | sign | date 2. Send to SAA and follow up they submitted to SERTC

Applicant's Signature:  Date: 4/12/2022

Print Applicant's Name: Clarence V. Parks Best Ph: 662-769-0833 or 228-238-6220

I attest my employee has been advised to take Recommended Prerequisites:

- HazMat Technician Level or equivalent
- IS-100.C
- IS-200.B
- IS-700.B

Supervisor's Signature:  Date: 4/12/2022

Print Supervisor's Name: Charles Yarbrough

INSTRUCTIONS for State Administrative Agency Use ONLY

1. Please review | sign | date; 2. Email this form to sertc@aar.com

*SAA Signature: _____ *Approve ___ Deny ___ *Date: _____

You're Registered for SERTC Training – Please Download PDF Instructions

1 message

register@aar.com <register@aar.com>

Tue, Apr 12, 2022 at 8:49 AM

To: c.parks@cityofstarkville.org



Clarence Parks,

You have successfully registered for 2022-05-02 HERS (DHS) SERTC training, and we are excited to have you join us for a great class. SERTC prides itself on making our responders the best they can be through its engaging curriculum.

GETTING STARTED:

- Click on these [Reporting Instructions](#) and read carefully.

PLEASE NOTE in this document:

- You are required to access the Travel Agency link to complete your Travel Arrangements.
- You are required to make your Hotel reservations.
- **IMPORTANT!** Please complete your Pretest before the first day of class by clicking [HERE](#), this link will be available starting April 11, 2022.
- The safety, security, and well-being of students and staff members has been, and remains our number one priority for the Transportation Technology Center, Inc. (TTCI) and SERTC. Taking steps to minimize the risk of COVID-19 infections at TTCI/SERTC is a shared responsibility. Participants must adhere to national, state, and local health guidelines and requirements, as well as adhering to TTCI's policies, requirements, and guidelines during participation in this class. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, Participants agree to comply with such rules and precautions which may include, but are not limited to, temperature checks, mask wearing, hand washing, hand sanitizing, and social distancing. Measures TTCI/SERTC has taken are intended to protect employees and others from exposure to COVID-19 at the Transportation Technology Center; and that such measures are being implemented to the extent practicable.

*Depending on Colorado state guidelines at the time of your class, a face mask may or may not be mandatory. We recommend you bring your own or one will be provided for you. Should you have a medical condition that prevents the use of a face mask, please contact us so that we may get you in contact with an Instructor.

- Participants will drive to the TTC main-gate parking lot, arriving no later than 0720, and ID is required [Real ID Details](#).

- [Click for directions](#) from DIA to the Courtyard Marriott Pueblo Hotel
[Click for directions](#) from Courtyard Marriott to the Training Site
[Click Here](#) to check Pueblo road conditions and [Weather](#)
- During class, you will receive a USB flash drive with all course material and access to a laptop for your use during class. If you would like to study after hours, you will need to bring your own laptop (this is optional).
- SERTC has some vending machines (cash/coins only) but feel free to bring snacks, we have a refrigerator if needed. Lunch is provided.

Feel free to contact us for any other inquiries, we are here to assist you.

SERTC Administration

SERTC is part of Transportation Technology Center, Inc.,
a wholly-owned subsidiary of the Association of American Railroads
[55500 DOT Rd | Pueblo, CO 81001](#) | (719) 584-0584

www.sertc.org | [Facebook](#) | [Twitter](#) | [Youtube](#)





FEMA

Security and Emergency Response Training Center REPORTING INSTRUCTIONS for **DHS/FEMA Participants** HERS | HWMDTST | LMSTI | TCS | THMOST | SERTC Academy

55500 DOT Road | Pueblo CO 81001 | Phone: (719) 584-0584 | E: sertc@aar.com | www.sertc.org

Location:

SERTC Residential Courses conducted at:

Transportation Technology Center (TTC) / Security and Emergency Response Training Center (SERTC)
55500 DOT Road
Pueblo, CO 81001

How to Obtain Airline Ticket / Rental Car:

1. Submit a travel request to SERTC's designated Travel Agency for air and rental car arrangements.

To submit Travel Request, visit: <http://www.rgtravel.com/corporate-travel/sertc>

2. Read all Terms & Conditions, print for records, and click on the link to agree with the Terms & Conditions.
3. Select the correct SERTC course that will be attended.
4. If no travel arrangements are required through designated Travel Agency, Participant must still submit a travel request with the statement NO TRAVEL NEEDED typed in the special request box on the travel agency's website.
5. SERTC's Travel Agency will accept Participant's Travel Request as a purchase order for a pre-paid, NON-REFUNDABLE, round-trip airline electronic ticket and pre-paid rental car. Reservations are completed at least 2-weeks prior to class start date. Travel questions with regards to air and rental car arrangements should be directed to:

Rio Grande Travel

Local Phone: (505) 768-7999 / Toll Free: (800) 778-6861

firstrespond@RGTravel.com

Office Hours: 8:00am – 5:00pm Monday – Friday MT

Rental Car Notes: Before completing a travel request, coordination with others traveling from the same department is required for carpooling purposes, if applicable. In order for a Participant to be eligible to rent from TTCI/SERTC's designated rental car provider (Enterprise or an Affiliate or Franchisee), he/she must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older (25 or older for sport utility or pick-up trucks ONLY WITH WRITTEN APPROVAL FROM SERTC), and meet the other normal renter qualifications of the applicable affiliate or Franchisee at the applicable renting location. Rental cars are scheduled by Rio Grande Travel, and they will book the necessary vehicle authorized for travel. All rental cars are to be booked by Rio Grande Travel for rental fee and taxes to be direct billed to SERTC. In addition, rental car reservations are booked under the student's name. Under no circumstances are the reservations to be changed without going through Rio Grande Travel nor are the reservations to be changed to another name other than the student attending class. Reservations may NOT be in a guest name if traveling with student. Reservations with guest name listed as Driver will not be accepted and rental car expenses will be billed to student and not eligible for reimbursement.

Physical Damage to Rental Car: The Participant (or Renter) shall maintain, at his/her own expense, Physical Damage Insurance (Comprehensive & Collision vehicle insurance) and is responsible for any/all damage to the vehicle. Renters can elect to purchase at the rental counter, at their own expense, an optional Damage Waiver (DW) (which may be described as LDW or CDW in the applicable rental contract signed at the rental counter). By purchasing the DW, the Renter is not responsible to pay their deductible to the rental company should damage happen to the rental car. Renter will not owe anything, but a claim is filed with the renter's insurance company to have the vehicle repaired. TTCI/SERTC's contract with Enterprise specifies that TTCI does not pay for damage waivers, but the Renter has the OPTION of paying for it themselves. Renter may opt-out of purchasing the Damage Waiver when signing at the rental counter. If Renter chooses to purchase DW, it must be paid upfront at the rental car counter.

Vehicle Fees Not Covered: Any vehicle upgrades (not authorized by SERTC prior to rental pick-up), additional drivers added to reservations that are not students, purchase of the optional Damage Waiver, GPS units, and/or pre-paid fuel are the responsibility of the Renter, to be paid upfront at the rental car counter as applicable and are **NOT** eligible for reimbursement. If not paid upfront, fees will be deducted from travel claim reimbursement.

Airport Information:

- Denver International Airport (2.5 hours to SERTC) is approximately 113 miles north of Pueblo, CO
- Colorado Springs Municipal Airport (1.5 hours to SERTC) is approximately 44 miles north of Pueblo, CO
- Pueblo Memorial Airport (20 minutes to SERTC) is approximately 3 miles east of Pueblo, CO

Electronic Ticket Delivery:

An airline ticket is issued 2-weeks prior to class start date and is a pre-paid, restricted, NON-REFUNDABLE, round-trip airline electronic ticket, with value in Participant's name only. If the Participant is unable to travel for any reason, please review Cancellation/Rescheduling/No-Show/Substitution Policies in this document for further instructions. ***Please note: United Airlines has raised their baggage fees for those who do not check-in and pay for their baggage at least 24 hours prior to their flight. Baggage fees are a reimbursable "out of pocket" expense. If your airline ticket is for United Airlines, please make every effort to check-in and pay for your baggage at least 24-hours prior to your flight, this will be at a lower reimbursable "out-of-pocket" cost to you and will allow our Grant training funds to go further.**

Checklist for Travel Deviations:

Should the Participant deviate his/her travel from the standard class days and routing in/out of Participant's city/state, ALL charges will be paid for **upfront** by the Participant. Please follow the checklist below for travel deviations:

1. Prior to Participant booking travel outside standard class days, WRITTEN APPROVAL FROM SERTC MUST BE RECEIVED BY PARTICIPANT to do so:
 - a. Email SERTC at sertc@aar.com with the following information to request approval for any type of travel deviation:
 - i. Reason for travel deviation
 - ii. Include the change in dates, if applicable
 - iii. Include the change in routing in/out of the Participant's city/state, if applicable
 - iv. Include the change in routing in/out of a city/state other than where Participant resides, if applicable, and provide complete explanation as to why Participant is routing in/out of different city/state
 - v. Include the change in method of travel (e.g., driving vs. flying), if applicable
 - b. WRITTEN APPROVAL FROM SERTC MUST BE RECEIVED BY PARTICIPANT before the Participant may proceed with booking own travel. SERTC will approve/deny travel deviation via email and send back to Participant and copy Rio Grande Travel.
2. Participant submits Travel Request to Rio Grande Travel at www.rgtravel.com/corporate-travel/sertc, stating in the special request box, RENTAL CAR ONLY – TRAVEL DEVIATION.
 - a. As stated under How to Obtain Airline Ticket / Rental Car, all rental cars for standard dates for class travel are to be booked by Rio Grande Travel, for rental fee and taxes to be direct billed to SERTC. Rio Grande Travel will book a rental car for the approved deviated travel; however, the Participant will be responsible for paying directly for their rental car as these bookings will not be direct billed to SERTC. Participant will need to submit the rental car receipt with the Travel Claim Form. Cost of the rental car will be reimbursed for only the standard dates for class travel. If approval is not requested/received, all charges/fees become the Participant's responsibility and will not be accepted for travel reimbursement.
3. If a Participant is driving or changing flight dates (not traveling on standard dates for class travel), he/she must request an airfare price quote comparison in writing from SERTC's travel agency at firstrespond@RGTravel.com. This quote must be for the standard dates for class travel and routing.
 - a. A printed copy of this quote is required to be submitted with the Travel Claim Form which is provided on the first day of class for monetary reimbursement. SERTC requires this quote to compare with the Participant's purchased airfare. The Participant will be reimbursed for the lesser amount between the comparison quote vs. the deviated airfare purchased by Participant or driving expenses (See Checklist for Travel Claim Reimbursement for details about expenses covered for driving). ALL additional expenses pertaining to an early &/or extended stay are the responsibility of the Participant.
 - b. As stated under How to Obtain Airline Ticket / Rental Car, if no travel arrangements are required through designated Travel Agency, Participant must still submit a travel request with the statement NO TRAVEL NEEDED typed in the special request box on the travel agency's website.
4. Participant books and pays upfront for own air travel.
5. Participant makes own Hotel Reservations as outlined under Checklist for Hotel Reservations.

Checklist for Hotel Reservations:

1. **It is the Participant's responsibility to contact the hotel directly to make hotel reservations** with a personal credit card; however, standard dates for class travel and tax will be direct billed to SERTC for the Pueblo hotels listed below. Standard practice of any hotel is to put a temporary hold on funds during the hotel stay. Funds are released upon check-out and only room and tax will be direct billed to SERTC. Keep this in mind when booking a room to ensure necessary funds are available to support your trip.
2. Reservation dates should be made for check-in one day before class start date, and checkout either on the last day of class or one day after the last class date, depending on departure flight. Additional night stays outside of the standard dates for travel will be considered personal travel and will be billed directly by the hotel to the credit card provided upon check-in. Individual rooms will be provided (1 King Bed/2 Queen Beds/2 Full Beds). Please be diligent about booking reservations early – at least 2-weeks in advance

of the class start date, or as soon as possible. After this time, there is no guarantee that a hotel room will be available at the preferred hotel. Pueblo has limited hotels available in the area and there is a risk that direct billed hotels will be sold out.

- When contacting the hotel directly, please advise the hotel you are attending the First Responder Training at SERTC as a DHS/FEMA-funded participant to ensure proper rates. To simplify hotel reservations at our preferred hotel, the Courtyard Marriott, the Participant is recommended to call and contact Kristin Martinez directly to make reservations:

Courtyard Marriott Pueblo Downtown
 110 W. 1st Street/City Center Drive
 Pueblo, CO 81003
 Phone: (719) 542-3200
 Contact: Kristin Martinez, Director of Sales
 Email: kristin.martinez@galaxyhotelsgroup.com

- ONLY if no other rooms are available at the Courtyard Marriott**, the hotels below have direct billing set up with SERTC however, **the hotel must guarantee GSA room** rates and same guidelines as above apply – Participant will need to contact these hotels directly:

SpringHill Suites Pueblo Downtown	Wingate by Wyndham	Hampton Inn & Suites Pueblo-Southgate
150 Santa Fe Ave Pueblo, CO 81003 Phone: (719) 546-1234	4711 N Elizabeth St. Pueblo, CO 81008 Phone: (719) 586-9000	3315 Gateway Dr. Pueblo, CO 81004 Phone: (719) 566-1726

	2021	2021	2022	2022	2022	2022
Destination	Oct	Nov-Dec	Jan-Mar	Apr-May	Jun-Aug	Sep
PUE – Std	\$96	\$96	\$96	\$96	\$96	\$96
COS	\$112	\$112	\$112	\$112	\$147	\$112
DEN	\$199	\$153	\$162	\$199	\$199	\$199

Reference GSA Standard Lodging Rates: <http://www.gsa.gov/travel/plan-book/per-diem-rates>

DHS/FEMA Participants are training under a government-funded grant and must receive GSA rates; Participant must ask for GSA rates prior to booking. If room rates exceed the GSA rate listed above, a **Lodging Exception Form** must be completed and submitted for approval to DHS/FEMA **prior** to lodging stay. If approval is not received **prior** to stay, lodging exception will not be granted, and any/all rates and taxes over & above GSA rate plus tax will be the Participants responsibility and non-reimbursable. Contact SERTC Administration with questions and to obtain the Lodging Exception Form if applicable to Participant.

Note: Please represent SERTC in a professional manner after-hours by abiding by all hotel rules & regulations set forth by each individual establishment. Treat all hotel staff courteously and please bring it to our attention should hotel &/or staff not treat you in the same manner.

Hotel Fees Not Covered:

- Expenses for additional room nights outside the standard dates for class travel (personal travel), upgraded rooms, incidentals such as phone calls, room service, etc., are not included. Again, Participants must reserve hotel accommodations with a personal credit card; however, Participants will only be charged for additional room nights for personal travel, upgrades to rooms, incidentals and/or failure to notify the hotel in the event of cancellation of attendance in training. These charges are NOT eligible for reimbursement.
- If booking one of the above hotels other than the Courtyard Marriott, and GSA rates are not guaranteed/provided, the Participant will be responsible for any amounts due above & beyond GSA rates based on the location of the hotel plus tax. If hotel is a direct billed hotel, amounts above & beyond the max lodging rates plus tax will be deducted from Participant's travel claim reimbursement. If Participant stays at a non-direct pay hotel, pays for hotel stay in its entirety, and requests reimbursement, only GSA max lodging standard rates by location plus tax, will be reimbursed.
- If the Participant must cancel, it is the Participant's responsibility to notify the hotel to cancel reservations. Participant will be responsible for hotel room & tax for the first night if he/she is a NO-SHOW and do not cancel directly with the hotel.**

Speed Limit/Bicyclists/Wildlife:

Please abide by all posted speed limits during your travel from the hotel to SERTC. Participants share the road not only with other Participants but with TTCI/SERTC employees traveling to work and for all to arrive safely at the Main Gate, it is imperative that you follow all posted speed limits. DOT Road is also popular for bicyclists and caution should be used when driving to and from the school. In addition, large wildlife is abundant and can be found close to the road &/or crossing the road and can be extremely dangerous for motorists using excessive speed. Please be cautious and keep everyone safe on our roads!

On-Site SERTC Parking Lot Shuttle:



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: April 19, 2022
PAGE: 1

SUBJECT:

Request authorization for Chief Charles Yarbrough, T.C. Clarence Parks, B.C. Grant McCarter, B.C. Roosevelt Harris and B.C. Jerome Clark to travel to Vicksburg, MS to attend the 85th MS Fire Fighters and Fire Chiefs Conference @ the Vicksburg Convention Center on June 2 – 5, 2022 at an approximate cost of \$3,600.00 (hotel, meals and travel).

AMOUNT & SOURCE OF FUNDING \$3,600.00 (001-261-600-390) Fire Training

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

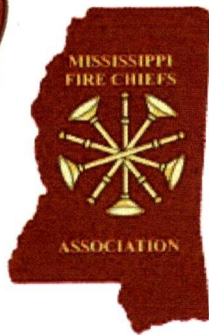
DIRECTOR'S

AUTHORIZATION: Fire Chief Yarbrough

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

SUGGESTED MOTION:

Move approval for authorization for Chief Charles Yarbrough, T.C. Clarence Parks, B.C. Grant McCarter, B.C. Roosevelt Harris and B.C. Jerome Clark to travel to Vicksburg, MS to attend the 85th MS Fire Fighters and Fire Chiefs Conference @ the Vicksburg Convention Center on June 2 – 5, 2022 at an approximate cost of \$3,600.00 (hotel, meals and travel).



***Partners in Progress
Growing Together***

**85th Mississippi Fire
Chiefs and Firefighters
Conference**

**Vicksburg Convention
Center
June 2 - 5, 2021**

Hosted by

**Vicksburg Fire Department and
Warren County Fire Services**

**www.mffa.com for more
info**



COME JOIN US...

Thurs, June 2

Golf Tournament
Dixie Firemanship Class
begins @ Noon
Washington St Social

Fri, June 3

Dixie Firemanship Class
Ends @ Noon

Chief's Conference

Firefighter Conference
Begins @ Noon

Fire Station Block
Party

Sat, June 4

Firefighter's Conference
Continued

Memorial Service

Banquet

RTIC Giveaways

**Henry Rifle FF edition rifle
raffle**

Sun, June 5

Non-Denominational
Worship Service

Closing Business Meeting

Elections/Swearing in of new
officers



Mississippi Fire Chiefs Association

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85th Mississippi Firefighters and Fire Chiefs Conference

85th MISSISSIPPI FIRE FIGHTERS AND FIRE CHIEFS CONFERENCE

Partners in Progress - Growing Together

June 2 - June 5, 2022

Vicksburg Convention Center

1600 Dr. Briggs Hopson Blvd

Vicksburg, MS 39108

[Agenda \(TBA\)](#)

REGISTRATION FEE - \$55.00: No registration fee for members before April 1, 2022.

Fee will increase to \$65.00 per person after April 1, 2022.

Host Hotel:	Hotel:	Hotel:	Hotel:
Courtyard by Marriott	Holiday Inn Express	Comfort Suites	Home 2 Suites
1 Underwood Dr	4330 sFrontage Rd	100 Berryman Rd	40 Maxwell Dr
Vicksburg, MS 39108	Vicksburg, MS 39108	Vicksburg, MS 39108	Vicksburg, MS 39108
601-636-8788	601-643-8777	601-638-2290	601-429-8000
\$116 per night +tax	\$116 per night +tax	\$106 per night +tax	\$122 per night +tax

Group name: MS Fire Fighter's Association

(Room Blocks are held through [Availability](#))

[Attendee Registration](#)

[Home](#) | [Contact Us](#) | [Login](#)

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 19, 2022
Page: 1

SUBJECT:

Request authorization to hire Halbert Blair as a Meter Technician in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING

Non-Exempt Salary of \$33,800 (\$16.25 hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2020/21 budget.

50% of pay – Acct: 903.00 Electric Expense.

50% of pay – Acct: 146.10 Due from Water Dept.

AUTHORIZATION HISTORY:

This is a replacement position previously held by James Hawkins who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Halbert Blair as a Meter Technician in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 19, 2022
Page: 1

SUBJECT:

Request authorization to hire Jamarus Stinson as a Closed Circuit Television (CCTV) Sewer Maintenance Worker in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 8, Non-Exempt Annual Salary of \$33,280.00 (\$16.00 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2019/20 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

This position was previously held by Brad Davis who resigned.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jamarus Stinson as a Closed Circuit Television (CCTV) Sewer Maintenance Worker in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: April 19, 2022

Page: 1

SUBJECT:

Request authorization to hire Kaylee Drummond as an Animal Control Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Grade 9, Non-Exempt Salary of \$32,240.00 (\$15.75) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-360-440-114

AUTHORIZATION HISTORY:

This position will replace Taylor Noland pending Board approval of reclassifying her as the Lead Animal Control Officer, due to Brandy Johnson resigning.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Kaylee Drummond as an Animal Control Officer in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 19, 2022
Page: 1

SUBJECT:

Request authorization to change the classification of Taylor Noland from Animal Control Officer to Lead Animal Control Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Grade 10, non-exempt salary of \$35,360 (\$17.00 per hour) based on 2080 hours per year.

FISCAL NOTE:

Budgeted from line item # 001-360-440-114

AUTHORIZATION HISTORY:

This reclassification is due to the former Lead Animal Control Officer Brandy Johnson resigning.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to change the classification of Taylor Noland from Animal Control Officer to Lead Animal Control Officer in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATED: April 19, 2022

Page: 1

SUBJECT:

Request authorization to hire Melissa Miller as a Deputy Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

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

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Shay Holmes who resigned.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Monica Lairy, Municipal Court Clerk

FOR MORE INFORMATION CONTACT:

Monica Lairy, Municipal Court Clerk
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Melissa Miller as a Deputy Court Clerk in the Municipal Court Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 19, 2021
Page: 1

SUBJECT:

Request authorization to hire Jalontae Harris as a Driver in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Jalontae Harris Annual Salary of \$33,800 (\$16.25 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #022-322- 440-114

AUTHORIZATION HISTORY:

This is a replacement position previously held by James Yarbrough who was promoted to Foreman.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director.

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION

Move approval to hire Jalontae Harris as a Driver in the Sanitation/Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 19, 2022
Page: 1

SUBJECT:

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

AMOUNT & SOURCE OF FUNDING:

Adam Hill - Annual Salary of \$27,185.60 (\$13.07 per hour) based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Charles Hogan who resigned.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION

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

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 19, 2022
Page: 1

SUBJECT:

Request authorization to hire Zykiara Rogers as a Radio Operator (Dispatcher) in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Zykiara Rogers - non-exempt salary of \$27,560.00 (\$13.25 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-245-440-103.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Tierra Prater who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Zykiara Rogers as a Radio Operator (Dispatcher) in the Starkville Police Department.



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

AGENDA ITEM DEPT.: SES

AGENDA DATE: 4-19-2022

PAGE: 1 of 1

SUBJECT: Request approval for consideration to advertise for the purchase of Residential/Rear Loader Garbage Truck for the Sanitation & Environmental Department and to sell the 2003 Sterling Garbage Truck.

AMOUNT & SOURCE OF FUNDING

History: The 2003 Sterling Garbage Truck is approaching the end of its useful life and will be sold on Gov Deals to help offset a replacement.

REQUESTING Sanitation & Environmental
DEPARTMENT: Services

DIRECTOR'S
AUTHORIZATION: Chris Smiley
Director of SES

FOR MORE INFORMATION CONTACT: Chris Smiley

SUGGESTED MOTION:



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

AGENDA ITEM NO:
AGENDA DATE: April 19, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest quote from Consolidated Pipe & Supply Co. for PVC sewer pipe (material only) for Green Oaks, Rolling Hills, and Collegeview sewer point repair projects in the amount of \$29,314.04.

AMOUNT & SOURCE OF FUNDING: 2022-23 Budget

FISCAL NOTE: 3 Quotes Received

Consolidated:	\$29,314.04
Ferguson:	\$29,870.54
Central:	\$29,404.76

AUTHORIZATION HISTORY

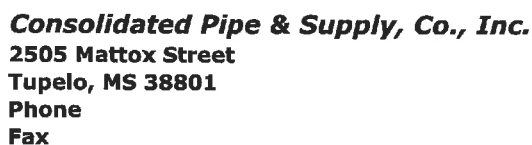
REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the lowest quote from Consolidated Pipe & Supply Co. for PVC sewer pipe (material only) for Green Oaks, Rolling Hills, and Collegeview sewer point repair projects in the amount of \$29,314.04.



(662) 841-1270
(662) 841-2490

Location**STARKVILLE UTILITIES**

04/05/2022

Gentlemen, we are pleased to offer the following items for your consideration:

[illegible]

Thank you for the opportunity to quote on your requirements. The above prices are firm for delivery within 30 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the plans and specifications and are not guaranteed. Material warranties are limited to that of the manufacturer only.

Terms : Net 30 Days
F.O.B. Jobsite

Thanks,

Cliff Waddle
Utility Sales Representative
Consolidated Pipe & Supply Co., Inc.



CENTRAL PIPE SUPPLY - JACKSON
101 WARE ROAD
PEARL, MS 39208
601-939-3322
Fax 601-932-8944



Quotation

EXPIRATION DATE	QUOTE NUMBER
04/08/2022	S100292405
CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

STARKVILLE UTILITIES
PO BOX 927
ACCOUNTS PAYABLE
STARKVILLE, MS 39759-2201

STARKVILLE UTILITIES
605 DR MLK JR DRIVE EAST
STARKVILLE, MS 39759

CUSTOMER NUMBER	CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER	SALESPERSON	
6294					
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
CAMERON DILMORE			NET 30 DAYS	04/06/2022	Yes
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
28ft	PIPE PVC SDR-26 SEWER G/J 10" Pn: 11117			22.940/ft	642.32
252ft	PIPE PVC SDR-26 SEWER G/J 6" Pn: 11115			8.500/ft	2142.00
1806ft	PIPE PVC SDR-26 SEWER G/J 8" Pn: 11116			14.740/ft	26620.44
4ea	PIPE LUBE QUART (STANDARD) 2# Pn: 24973			0.000/ea	0.00
Tax not included. Pricing subject to change due to volatility in the marketplace.				Subtotal	29404.76
				S&H Charges	0.00
				Amount Due	29404.76



FEL - GULFPORT WW #1227
14231 SEAWAY ROAD
UNIT B-5
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To:
From: Katje Elise Toups
Comments:

14:03:50 APR 05 2022

Page 1 of 1

FERGUSON WATERWORKS #1221

Price Quotation
Phone: 228-863-2757
Fax: 228-863-6587

Bid No: B358995
Bid Date: 04/05/22
Quoted By: KET

Cust Phone: 662-323-3133
Terms: NET 10TH PROX

Customer: STARKVILLE UTILITIES
605 DR M L KING DR EAST
STARKVILLE, MS 39759

Ship To: STARKVILLE UTILITIES
605 DR M L KING DR EAST
STARKVILLE, MS 39759

Cust PO#:

Job Name: SDR26

Item	Description	Quantity	Net Price	UM	Total
SDR26HWSP1014	10X14 SDR26 HW PVC GJ SWR PIPE	28	21.200	FT	593.60
SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	252	8.320	FT	2096.64
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	1806	15.050	FT	27180.30
Net Total:					\$29870.54
Tax:					\$0.00
Freight:					\$0.00
Total:					\$29870.54

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



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

AGENDA ITEM NO:
AGENDA DATE: April 19, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest quote from Consolidated Pipe & Supply Co. for couplings (material only) for the Green Oaks and Rolling Hill sewer point repair projects in the amount of \$6,250.00.

AMOUNT & SOURCE OF FUNDING: 2021-22 Budget

FISCAL NOTE: 2 Quotes Received

Consolidated:	\$6,250.00
Ferguson:	\$6,658.00

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the lowest quote from Consolidated Pipe & Supply Co. for couplings (material only) for the Green Oaks and Rolling Hill sewer point repair projects in the amount of \$6,250.00.

Consolidated Pipe & Supply, Co., Inc.

2505 Mattox Street

Tupelo, MS 38801

Phone**Fax**

(662) 841-1270

(662) 841-2490

Name

Location

STARKVILLE UTILITIES

Bid Date

04/05/2022

Gentlemen, we are pleased to offer the following items for your consideration:

[illegible]

Thank you for the opportunity to quote on your requirements. The above prices are firm for delivery within 30 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the plans and specifications and are not guaranteed. Material warranties are limited to that of the manufacturer only.

Terms : Net 30 Days

F.O.B. Jobsite

Thanks,

Cliff Waddle
Utility Sales Representative
Consolidated Pipe & Supply Co., Inc.



FEL - GULFPORT WW #1227
14231 SEAWAY ROAD
UNIT B-5
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To:
From: Katje Elise Touns
Comments:

09:58:37 APR 06 2022

Page 1 of 1

FERGUSON WATERWORKS #1221

Price Quotation
Phone: 228-863-2757
Fax: 228-863-6587

Bid No: B359059
Bid Date: 04/06/22
Quoted By: KET

Cust Phone: 662-323-3133
Terms: NET 10TH PROX

Customer: STARKVILLE UTILITIES
605 DR M L KING DR EAST
STARKVILLE, MS 39759

Ship To: STARKVILLE UTILITIES
605 DR M L KING DR EAST
STARKVILLE, MS 39759

Cust PO#:

Job Name: FERNCO

Item	Description	Quantity	Net Price	UM	Total
F100666RC	6 X 6 RC COUP CNCRT TO CI OR	22	78.000	EA	1716.00
F105666RC	6 CI PVC X 6 CI PVC COUP RC	2	51.000	EA	102.00
F100688RC	8X8 RC COUP CNCRT TO CI OR	28	99.000	EA	2772.00
F100288RC	8 X 8 RC COUP CLAY TO CI OR P	24	76.000	EA	1824.00
F10061010RC	10 CONC X 10 CI PVC COUP RC	2	122.000	EA	244.00
	LEAD TIME 4-8 WEEKS				

Net Total: \$6658.00
Tax: \$0.00
Freight: \$0.00
Total: \$6658.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM 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 COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; AND FOR 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 combined 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. 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 purpose of improving, repairing, and extending the System (the "Authorized Purpose"), including for the purpose of improving, repairing, and extending all or any portion of the properties, facilities, and assets of the System (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.

3. 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 and the Bank Act.

4. Pursuant to the provisions of the Municipal Utilities Act, the Bank Act, and other applicable laws of the State, and by resolution adopted March 15, 2022, the Governing Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorized Purpose and the Project, and directed that said resolution be published three times in *The Starkville Daily News*, a newspaper 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, said notice having been published in said

newspaper on March 25, 2022, April 1, 2022, and April 8, 2022, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

5. Said resolution was duly published once a week for at least 3 consecutive weeks, the 3rd such publication on April 8, 2022, being more than 10 days prior to April 19, 2022, the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

6. On or prior to 5:30 pm on April 19, 2022, no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan has been filed, nor has any petition that an election be called on the question of the issuance of the Bonds or the Qualified Obligation or obtaining the Loan been filed.

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

SECTION 1. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum principal amount of \$7,000,000, in one or more series, for the Authorized Purpose and the Project.

SECTION 2. The Bonds or the Qualified Obligation will be issued and sold or the Loan obtained, all as pursuant to subsequent orders of the Governing Body.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, April 19, 2022.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Attachment A

Proof of Publication of Resolution of Intent

The Starkville Daily News

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

AFPP

Sewer Resolution

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Mollie Moore, being duly sworn, says:

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

March 25, 2022, April 01, 2022, April 08, 2022

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

SIGNED:

Mollie Moore

Classified Clerk

Subscribed to and sworn to me this 8th day of April 2022.

Lindsey S. Massie

Lindsey S. Massie, Notary Public, Oktibbeha County, Mississippi

My commission expires: July 22, 2022

00000131 00096759 662-323-4961

Daniel Havelin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759



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: 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").

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. 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 costs thereof.

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

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.

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.

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.

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.

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:

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

- 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.

- 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.

- 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.

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.

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.

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 Ben Carver moved and Alderman Jeffrey 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. Slstrunk 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

/s/ Mayor Lynn Spruill

ATTEST:

Lesa Hardin, City Clerk

Publication Instructions:

Starkville Daily News

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