



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
May 3, 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

REGULAR MEETING OF TUESDAY, MAY 3, 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**
- V. **ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR’S COMMENTS:
Recognition of May 1 – 7 as National Drinkng Water Week
 - B. BOARD OF ALDERMEN COMMENTS:
- VI. **CITIZEN COMMENTS**
- VII. **PUBLIC APPEARANCES**
- VIII. **PUBLIC HEARING**

PUBLIC HEARING AND CONSIDERATION OF SE 22-02: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A DEVIATION FROM THE FAÇADE MATERIALS REQUIREMENT AND VA 22-03 A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS FOR A PROPOSED RENOVATION FOR 44 MARKETPLACE DEVELOPMENT, FORMERLY VOWELL’S MARKETPLACE, AT 118 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF VA 22-04: A REQUEST FOR A VARIANCE FROM THE ELECTRONIC MESSAGE CENTER SIGN SIZE REQUIREMENTS LOCATED AT 601 UNIVERSITY DRIVE.

PUBLIC HEARING AND CONSIDERATION OF VA 22-05: A REQUEST FOR A VARIANCE FROM ELECTRONIC MESSAGE CENTER SIGN SIZE REQUIREMENTS LOCATED AT 405 RUSSELL STREET.

PUBLIC HEARING AND CONSIDERATION OF VA 22-06: A REQUEST FOR A VARIANCE TO ALLOW TWO POINTS OF ACCESS FOR A NEW DEVELOPMENT ONTO EUDORA WELTY DRIVE.

PUBLIC HEARING AND CONSIDERATION OF VA 22-07: A REQUEST FOR A VARIANCE FROM MULTIPLE SETBACKS AND DRIVE AISLE WIDTH REQUIREMENTS LOCATED AT 102 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION 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 ADOPTING THE UPDATED AND CONSOLIDATED FINE AND FEE SCHEDULE AS PRESENTED.
- B. CONSIDERATION OF APPROVING THE INTERLOCAL TAP GRANT AGREEMENT TO PARTNER WITH MISSISSIPPI STATE UNIVERSITY FOR EXTENDING THE HIGHWAY 182 PEDESTRIAN AND BIKE PATH TO COLLEGEVIEW STREET.
- C. CONSIDERATION OF ADVERTISING FOR PROPOSALS TO REDISTRICT BASED ON THE 2020 CENSUS AND THE ANNEXATION FINAL COURT ORDER.
- D. CONSIDERATION OF RESCINDING THE EIGHTH RESOLUTION RELATING TO THE RESPONSE TO THE COVID PANDEMIC PASSED SEPTEMBER, 2021.

X. BOARD BUSINESS

- A. CONSIDERATION OF RESCINDING THE PAID PARKING SOLUTION FOR PUBLIC PARKING AREAS IN THE CITY BEGINNING AT MONTGOMERY STREET EAST ALONG CORRIDORS WITH RETAIL AND MIXED-USE DEVELOPMENT AND TERMINATING THE CONTRACT WITH PARKMOBILE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

- 1. CONSIDERATION OF FP 22-07: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVISION PLAT "LOT 23 & LOT 21, BLOCK 61" AT 409 EAST GILLESPIE STREET AND 408 SOUTH MONTGOMERY STREET IN A TN-E ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF ACCEPTING THE LOW BID FROM KILLEN CONTRACTORS, INC. IN THE AMOUNT OF \$1,581,222.96 FOR THE OFF-CORRIDOR ELECTRIC PROJECT RELATED TO THE BUILD GRANT AND AUTHORIZATION TO ENTER INTO A CONSTRUCTION CONTRACT WITH THE LOW BIDDER PENDING MDOT AND FHWA CONCURRENCE.

2. CONSIDERATION OF ACCEPTING THE LOW BID FROM FALCON CONTRACTING IN THE AMOUNT OF \$1,323,634.20 FOR THE 2022 STREET IMPROVEMENT PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

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

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 26, 2022 FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR FIRE MARSHAL MARK MCCURDY TO TRAVEL TO GULFPORT, MS TO ATTEND THE 2022 BUILDING OFFICIALS ASSOCIATION OF MS SUMMER CONFERENCE & TRAINING EVENT @ THE COURTYARD BY MARRIOTT GULFPORT BEACHFRONT ON JUNE 12 - 17, 2022 WITH ADVANCE TRAVEL AT A TOTAL APPROXIMATE COST OF \$1,200.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ALAN LITTLE AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE TAVION PEGUES AS A TEMPORARY MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE KEITH FORTENBERRY AS A WASTEWATER OPERATOR IV IN THE STARKVILLE UTILITIES DEPARTMENT.

4. REQUEST AUTHORIZATION TO CONVERT TWO (2) PART-TIME POSITIONS INTO ONE (1) FULL-TIME POSITION IN THE STARKVILLE AIRPORT DEPARTMENT.

5. REQUEST AUTHORIZATION TO CLASSIFY TANYA MULLEN AS A LEAD RADIO OPERATOR/RECORDS CLERK (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
6. REQUEST AUTHORIZATION TO CLASSIFY BAILEY WOFFORD AS AN INTERIM SYSTEM ENGINEER IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART -TIME CUSTODIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
8. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME CUSTODIAN SHARED BETWEEN TWO (2) DEPARTMENTS WHICH INCLUDE: CITY HALL, AND THE AIRPORT .

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF LOWEST QUOTE OF \$8,100.00 FROM HOWARD TECHNOLOGIES FOR YEARLY RENEWAL FOR ANTIVIRUS SOFTWARE.

I. PARKS

1. REQUEST AUTHORIZATION FOR APPROVAL FOR CHANGE ORDER #5 TO PHASE III OF THE CORNERSTONE CONTRACT TO ADD AN EXTENSION OF 175 DAYS DUE TO MATERIAL SUPPLY ISSUES WITH A NEW COMPLETION DATE OF DECEMBER 31, 2022.

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. REQUEST APPROVAL FOR CONSIDERATION TO RETURN TO RENTAL AND MAINTENANCE OF CITY UNIFORMS BY A UNIFORM SERVICE FROM THE LOWER QUOTE OF \$280.53 PER WEEK FROM UNIFIRST.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE AUTHORIZATION, ISSUANCE, SALE, VALIDATION, AND DELIVERY OF THE PROPOSED COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A LOAN TO THE MUNICIPALITY FROM THE MISSISSIPPI DEVELOPMENT BANK; AND FOR RELATED MATTERS.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE REHAB OF THE SANITARY SEWER COLLECTION SYSTEM IN THE GREEN OAKS NEIGHBORHOOD SOUTH SIDE AND ROLLING HILLS NEIGHBORHOOD.
3. REQUEST AUTHORIZATION FOR STARKVILLE TO INITIATE TASK ORDER #2 WITH SEVEN STATES POWER CORPORATION FOR CONSULTING SERVICES FOR THE SOLAR FLEXIBILITY RFP.
4. REQUEST AUTHORIZATION TO DECLARE TWO (2) MINI EXCAVATORS AND A BACKHOE AS SURPLUS AND ADVERTISE FOR SALE AND SELL TO THE HIGHEST BIDDER ON GOVDEALS.COM.
5. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM CENTRAL PIPE SUPPLY FOR 252 FT OF 12" PVC SEWER PIPE (MATERIAL ONLY) FOR THE COLLEGEVIEW SEWER POINT REPAIR PROJECT IN THE AMOUNT OF \$8,305.92.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR MATERIALS TO REPLACE 760 FEET OF THE 24" FORCE MAIN AT THE WASTEWATER TREATMENT PLANT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 17, 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 DEPT.: Community Dev.- Planning
AGENDA DATE: May 3, 2022
PAGE: Page 1 of 20

SUBJECT:

Public hearing and consideration of SE 22-02 a request for special exception to allow for a deviation from the façade materials requirement and VA 22-03 a request for a variance from stormwater requirements for 44 Marketplace development, formerly Vowell's Marketplace, at 118 Highway 12 West in a C zoning district.

SUMMARY:

The applicant Thomas Stewart of Architectonics PLLC on behalf of 44 Properties is requesting a Special Exception to allow for a deviation from the development standards of Section 14.6 for the façade materials requirement and a Variance to deviate from stormwater requirements for a proposed redevelopment of an existing building and site located at 118 Highway 12 West in an C (Commercial) zoning district with the property number 102A-00-207.00.

The applicant is in the process of designing a proposed renovation of the former Vowell's Marketplace at 118 Highway 12 West. As part of the renovation, the applicant is proposing to add additional square footage to the front of the building, redo the front façade of the building, and bring the existing parking lot up to current dimensional and layout standards. The existing structure and parking lot, according to Oktibbeha County records, was built in 1992. Since that time several new development standards, including facades and stormwater requirements, have been adopted.

The front façade of the existing building is being proposed to be completely redone and be in compliance with the development standards of Unified Development Code (UDC). However, the sides and rear of the building are only being proposed to be repainted due to cost. The sides are currently smooth face painted concrete masonry unit (CMU). The applicant is requesting to deviate from the façade development standard of Section 14.6 of the UDC. Section 3.4.1 of Unified Development Code requires a Special Exception to deviate from any Development Standards that are nondimensional in nature.

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

1. 14 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 1 email against this request and one phone call for information about the request

The applicant is requesting relief from the stormwater requirements of the site due to the difficulties associated with retrofitting the required stormwater system and detention structure into the existing site. The applicant is requesting relief from Unified Development Code (UDC) Section 16.9 Stormwater Management. Any deviation from the requirements Section 16.9 shall be reviewed as a Variance in accordance with Section 3.7.6 of the UDC. The applicant attended a Development Review Committee meeting on February 3, 2022 for a pre-application review.

At the April 14, 2022 Planning and Zoning Commission meeting, the Commission voted unanimously to recommend approval of the request.

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

1. 14 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 1 email against this request and one phone call for information about the request

At the April 27, 2022 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

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

SUGGESTED MOTION:

Move approval of SE 22-02 a request to allow the sides and rear of the building to just be painted and VA 22-03 a request to not require the site to meet the stormwater requirements for 118 Highway 12 West.



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 SE 22-02 a request for Special Exception to allow for a deviation from the façade materials requirement for a proposed renovation of the former Vowell's Marketplace at 118 Highway 12 West in a C zoning district.
Date: April 12, 2022

The purpose of this report is to provide information regarding a Special Exception request by Thomas Stewart of Architectonics pllc on behalf of 44 Properties to allow for a deviation from the development standards of Section 14.6 for the façade materials requirement at 118 Highway 12 West in a C zoning district with the property #102A-00-207.00. Please see attachments 1- 6.

BACKGROUND INFORMATION

The applicant is in the process of designing a proposed renovation of the former Vowell's Marketplace at 118 Highway 12 West. As part of the renovation, the applicant is proposing to add additional square footage to the front of the building, redo the front façade of the building, and bring the existing parking lot up to current dimensional and layout standards. The existing structure and parking lot, according to Oktibbeha County records, was built in 1992. The front façade of the existing building is being proposed to be complete redone and be in compliance with the development standards of Unified Development Code (UDC). However, the sides and rear of the building are only being proposed to be repainted due to cost. The sides are currently smooth face painted concrete masonry unit (CMU). The applicant is requesting to deviate from the façade development standard of Section 14.6 of the UDC. Section 3.4.1 of Unified Development Code requires a Special Exception to deviate from any Development Standards that are nondimensional in nature.

SPECIAL EXCEPTION REQUEST TO DEVIATE FROM

The requested Special Exception is to deviate from the façade requirements of Section 14.6 of the UDC (see below).

Section 14.6 (page 14-16).

All buildings shall have façade materials selected from any of the following: brick, cementitious stucco, fiber cement siding, and wood siding. Dryvit or EIFS may only be used for wall surfaces when separated by a minimum of a five (5) foot planted and maintained landscape bed from vehicular or pedestrian circulation and in banding, decorator strips, cornice lines, and wall capping. Architectural metal panels may be used only with approval of the Architecture Review Board.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

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

2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and 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.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

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

NOTIFICATION

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

1. 14 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 1 email against this request (see attachments).

ANALYSIS

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

CONDITIONS OF APPROVAL

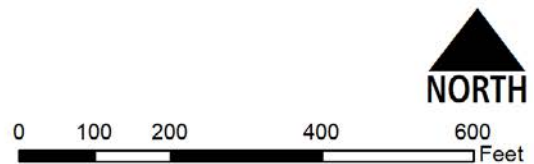
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

Attachment 1
SE 22-02 / VA 22-03 Aerial

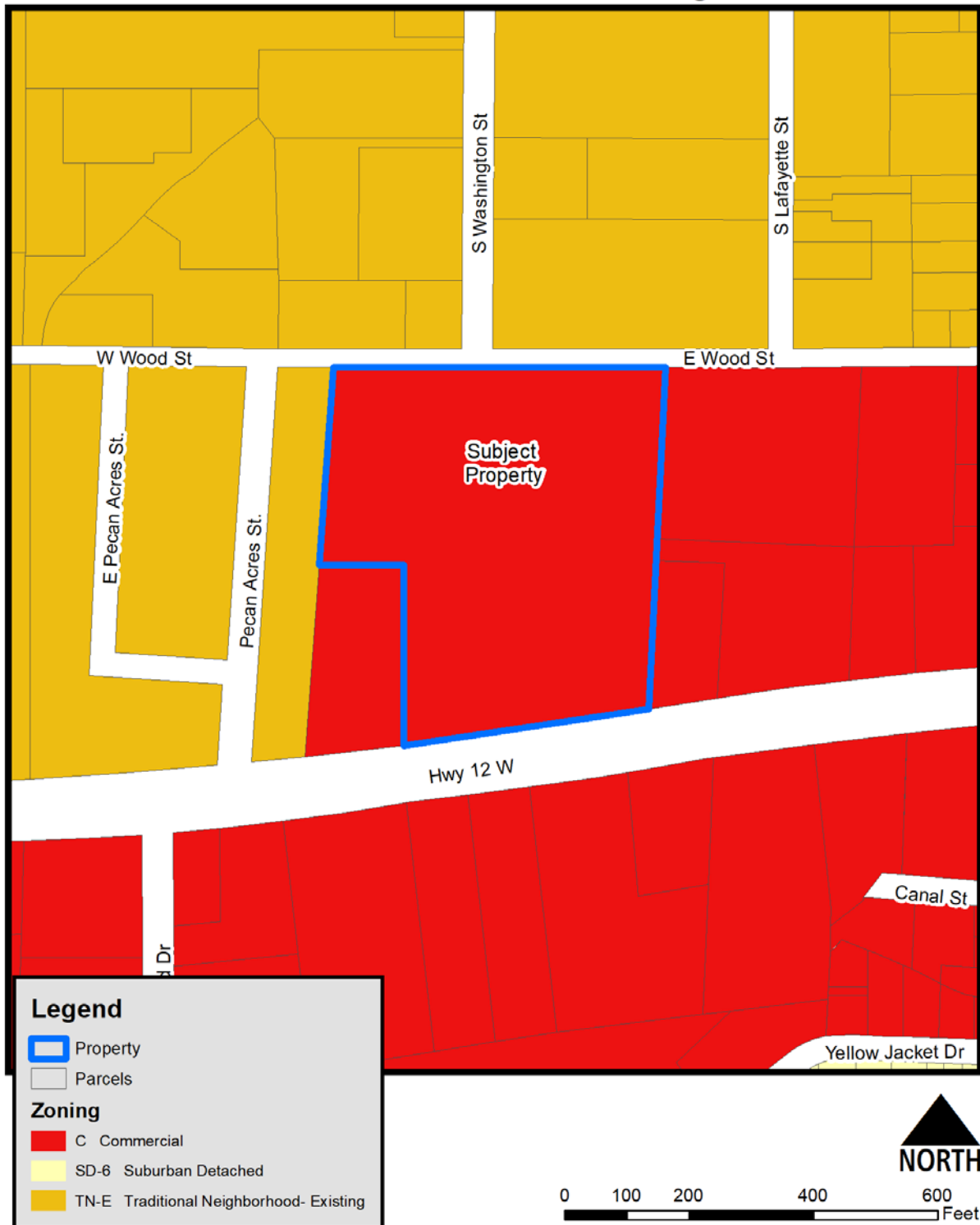


Legend

-  Property
-  Parcels



Attachment 2
SE 22-02 / VA 22-03 Zoning



Attachment 3- Conceptual Site Plan

THOMAS CAMPBELL STEWART - ARCHITECT
300A GREENSBORO STREET - STARKVILLE, MISSISSIPPI - 39759
PHONE: 662.615.5586 - EMAIL: INFO@ARCHITECTONICS.INFO

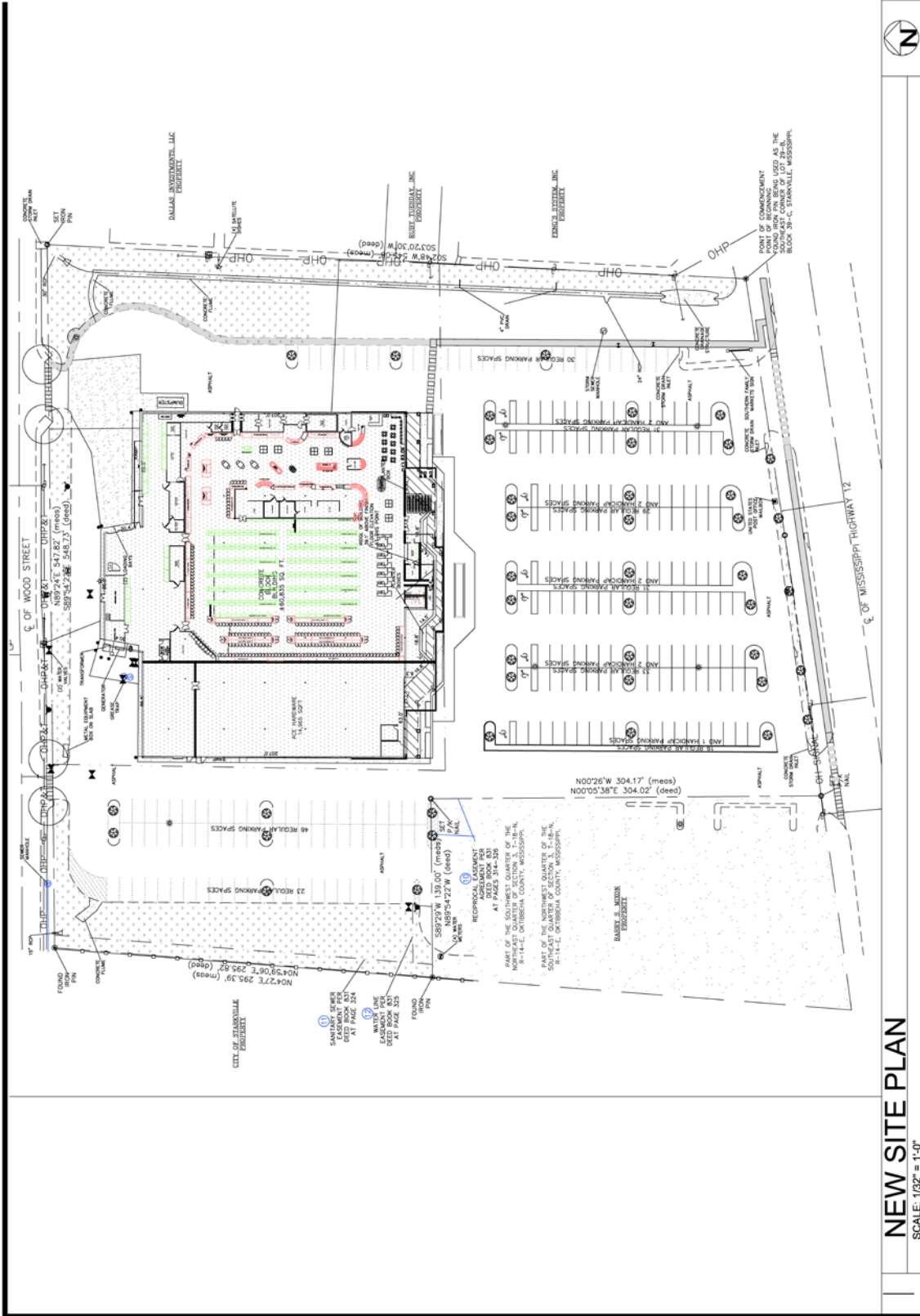
PROJECT
TITLE:
PROPERTIES
MARKETPLACE
HWY 12
STARKVILLE
MISSISSIPPI

VERY SCALE
ON ORIGINAL DRAWING
1" = 40'



DATE: 10/20/2021
PROJECT #
TOWN OF GREENSBORO

A1.2



NEW SITE PLAN
SCALE: 1/32" = 1'-0"

Attachment 5- Conceptual Building Plan



architectonics
THOMAS CAMPBELL STEWART - ARCHITECT
300A GREENBORO STREET - STARKEVILLE, MISSISSIPPI - 39759
PHONE: 662.615.5588 - EMAIL: INFO@ARCHITECTONICS.INFO

PROJECT
TITLE
PROPERTIES
MARKETPLACE
HWY 12
STARKEVILLE
MISSISSIPPI

VERIFY SCALE
ARCHITECTURAL DRAWING
1" = 10' - 0"

STAMP

DESIGNER
DATE
PROJECT #
YES YES
DRAWN BY
CHECKED BY

R1



Attachment 6- Email Against- George McKee April 4, 2022

4/4/22, 4:18 PM

City Of Starkville Mail - SE 22-02 and VA 22-03 Special Exception from development standards and a Variance from Stormwater re...



Daniel Havelin <d.havelin@cityofstarkville.org>

SE 22-02 and VA 22-03 Special Exception from development standards and a Variance from Stormwater requirements

G C M <gcmckee50@gmail.com>

Mon, Apr 4, 2022 at 4:05 PM

To: o.avery@cityofstarkville.org, d.havelin@cityofstarkville.org, lspruill@cityofstarkville.org

Dear City of Starkville-

Withing the last few years, I spent in excess of \$20,000, on engineering, to obtain City of Starkville approval of a site plan, and planning for Stormwater requirements. At the time, it was my belief that said stormwater requirement were a legitimate requirement under the City's "police power" and necessity to provide for the public good. Moreover, for any development of my own in the vicinity, the Planning Department intends to require full compliance with the law.

From my perspective, the City of Starkville ordinances should apply equally to all. If the above applications are approved, it will make a mockery of the claimed need to apply Stormwater requirements, and the use of the "police power" by the City of Starkville, upon which the various ordinances relating thereto, are founded.

Therefore, I object to the application for variance from stormwater development standards, and all variances requested.

Sincerely,

George McKee, Individually
George McKee, Manager of Enclave Properties, LLC
George McKee, Manager of Brownsville Station, LLC



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of VA 22-03 a request for a variance from stormwater requirements for a proposed renovation of the former Vowell's Marketplace at 118 Highway 12 West in a C zoning district.
Date: April 27, 2022

The purpose of this report is to provide information regarding a variance request by Thomas Stewart of Architectonics PLLC on behalf of 44 Properties for a variance to deviate from stormwater requirements for a proposed redevelopment of an existing building and site located at 118 Highway 12 West in an C (Commercial) zoning district with the property number 102A-00-207.00. Please see attachments 1-6.

BACKGROUND INFORMATION

The applicant is in the process of designing a proposed renovation of the former Vowell's Marketplace at 118 Highway 12 West. As part of the renovation, the applicant is proposing to add additional square footage to the front of the building, redo the front façade of the building, and bring the existing parking lot up to current dimensional and layout standards. The existing structure and parking lot, according to Oktibbeha County records, was built in 1992. Since that time several new development standards, including stormwater requirements, have been adopted. The applicant is requesting relief from the stormwater requirements of the site due to the difficulties associated with retrofitting the required stormwater system and detention structure into the existing site. The applicant is requesting relief from Unified Development Code (UDC) Section 16.9 Stormwater Management. Any deviation from the requirements Section 16.9 shall be reviewed as a variance in accordance with Section 3.7.6 of the UDC. The applicant attended a Development Review Committee meeting on February 3, 2022 for a pre-application review. The applicant is also seeking a Special Exception from the façade requirements on the sides and rear of the existing building. If the request for Variance is recommended for approval or denial, the applicant's requests will be heard by the Board of Aldermen at the May 3, 2022 meeting.

VARIANCE REQUEST FROM

The requested Variance is from all the requirements of Section 16.9 of the UDC. The requirements for redevelopment are found in Section 16.9.2.K (see below).

- K. Redevelopments with Existing Impervious Surfaces. For redevelopments that require site plan approval, and that have large quantities of existing impervious surfaces, such that post-developed conditions may decrease or maintain the current weighted curve number, it will be required to reduce the stormwater runoff to an amount of less than or equal to ninety-five (95) percent of the pre-development condition.

For larger redevelopment sites where only a portion is being developed or redeveloped, when the new development area is twenty (20) percent of the total existing site area or less, only the new development area is to be mitigated. Percentage of the site to be cumulative over a ten (10) year period if the site is redeveloped in multiple phases.

For redevelopments that require site plan approval, and that have large quantities of existing impervious surfaces, such that post-developed conditions may increase the weighted curve number, it will be

required to reduce the stormwater runoff to the lesser of the following unless approved otherwise by the City Engineer:

1. pre-development condition; or
2. an amount of less than or equal to ninety-five (95) percent of the post-development condition.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL RELATED TO STORMWATER (Section 3.7.6)

3.7.6. Variance requests related to stormwater management requirements. The review and approval of all variance request from Section 16.9 stormwater management shall be based only on the following criteria:

- A. Literal interpretation of the provisions of this article would deprive the owner of reasonable use of their land; and
- B. Granting the variance would be in harmony with the general purpose and intent of this article and will not be injurious to the neighborhood or otherwise detrimental to the public welfare

NOTIFICATION:

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

1. 14 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 1 email against this request (see attachments).

ANALYSIS

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

CONDITIONS OF APPROVAL

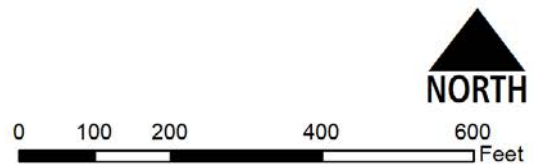
Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1
SE 22-02 / VA 22-03 Aerial

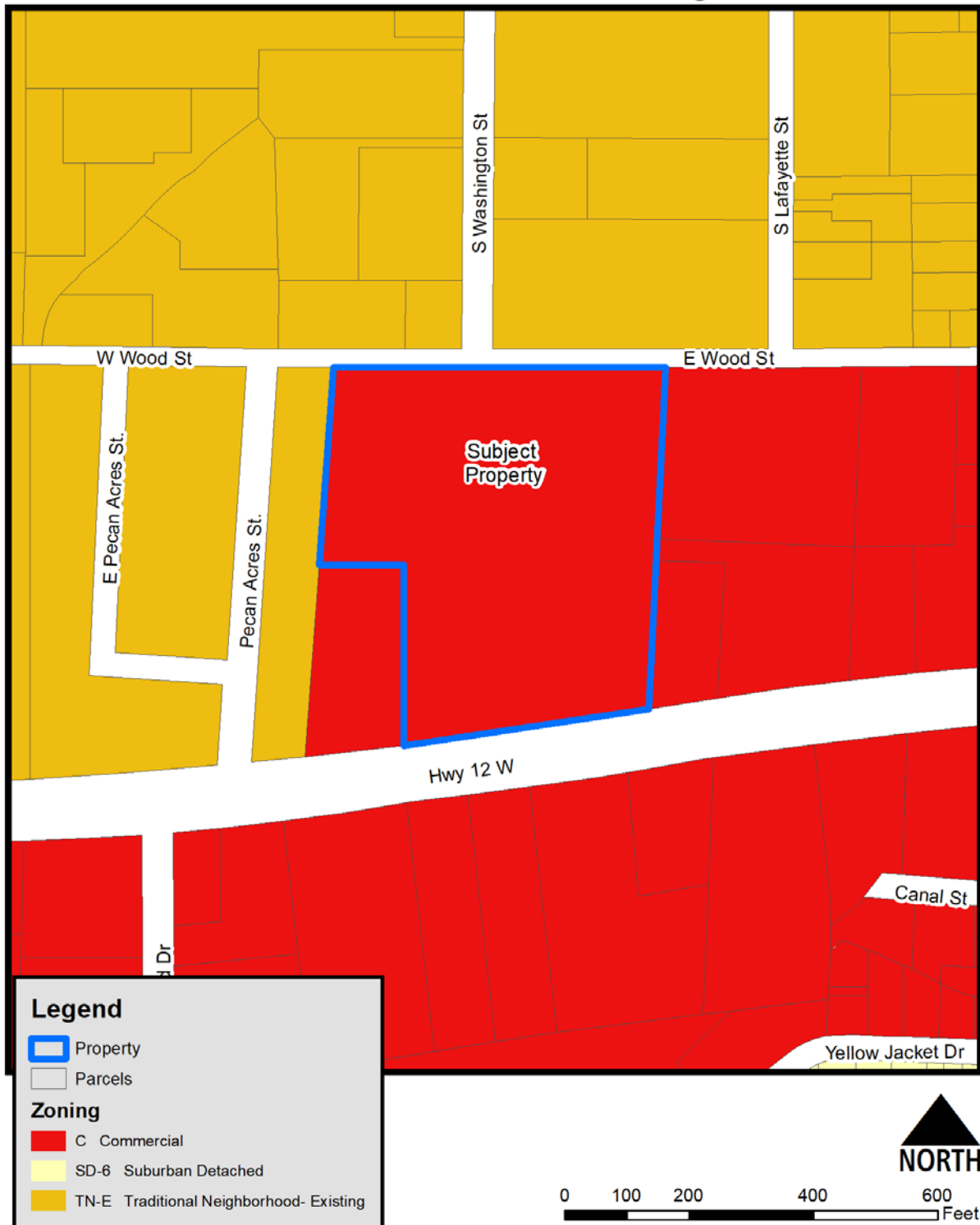


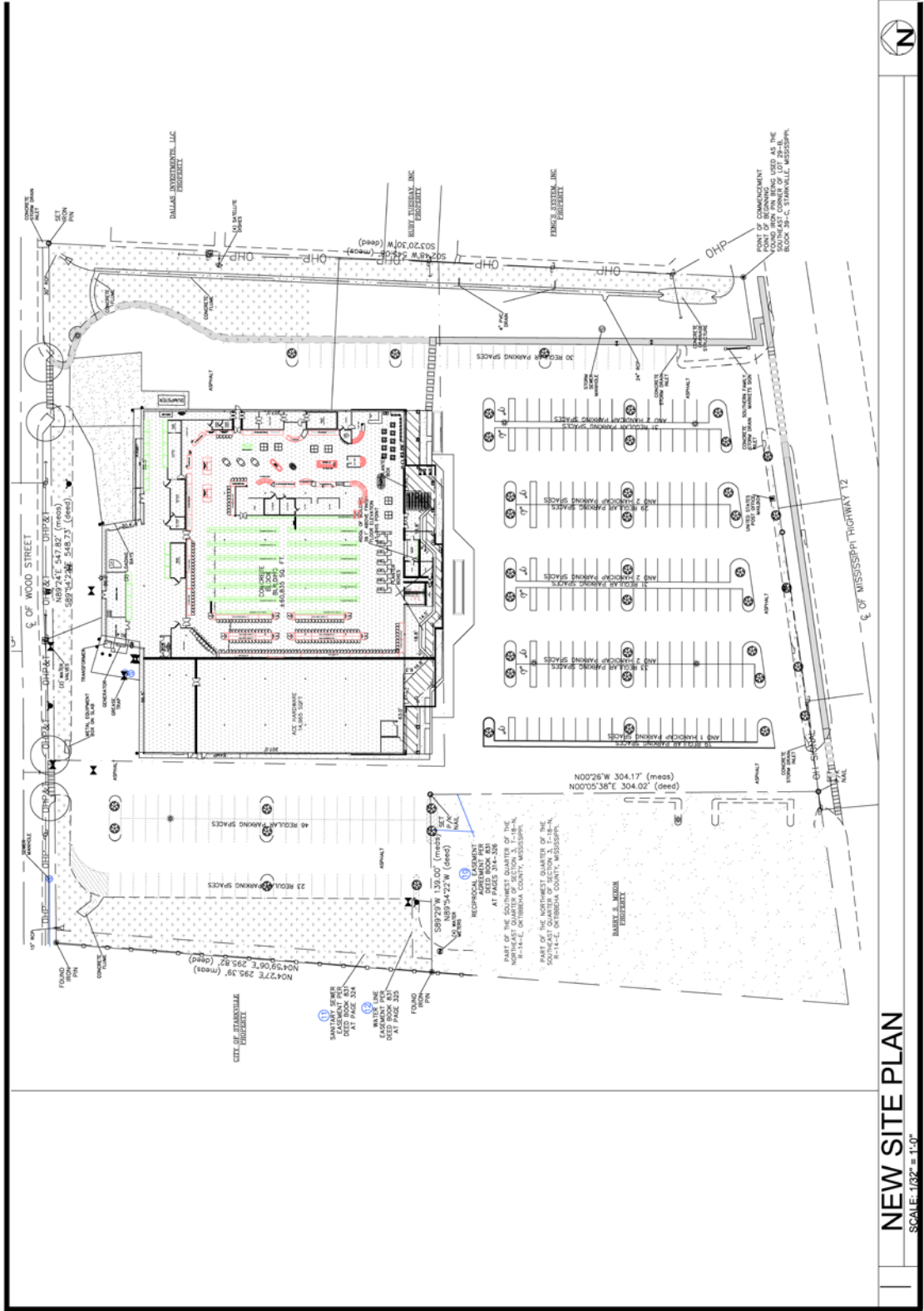
Legend

-  Property
-  Parcels



Attachment 2
SE 22-02 / VA 22-03 Zoning





architectonics
THOMAS CAMPBELL STEWART - ARCHITECT
300A GREENSBORO STREET - STARKVILLE, MISSISSIPPI 39759
PHONE: 662.615.5588 - EMAIL: INFO@ARCHITECTONICS.INFO

PROJECT TITLE:
44
PROPERTIES:
MARKETPLACE
HWY 12
STARKVILLE
MISSISSIPPI

VERB SCALE:
1/32" = 1'-0"
1/64" = 1'-0"
1/128" = 1'-0"



REVISIONS:
DATE: 10/1/2011
BY: TCS
PROJECT: 44
SHEET: 001/01

A1.2

Attachment 4- Enlarged Conceptual Site Plan



architectonics LLC
THOMAS CAMPBELL STEWART - ARCHITECT
300A GREENSBORO STREET - STARKVILLE, MISSISSIPPI - 39759
PHONE: 662.615.5588 - EMAIL: INFO@ARCHITECTONICS.INFO

PROJECT: 11/16/21
44
PROPERTIES: MARKETPLACE HWY 12
STARKVILLE MISSISSIPPI
VERIFY SCALE: 1" = 10'-0"
OF LOCAL DRAWING: 1" = 10'-0"
REVISION: 11/16/21
DATE: 11/16/21
PROJECT # 11/16/21
DRAWN BY: TOS
CHECKED BY: TOS
DRAWN BY CHECKER: TOS

R1

Attachment 6- Email Against- George McKee April 4, 2022



Daniel Havelin <d.havelin@cityofstarkville.org>

SE 22-02 and VA 22-03 Special Exception from development standards and a Variance from Stormwater requirements

G C M <gcmckee50@gmail.com>

Mon, Apr 4, 2022 at 4:05 PM

To: o.avery@cityofstarkville.org, d.havelin@cityofstarkville.org, lspruill@cityofstarkville.org

Dear City of Starkville-

Withing the last few years, I spent in excess of \$20,000, on engineering, to obtain City of Starkville approval of a site plan, and planning for Stormwater requirements. At the time, it was my belief that said stormwater requirement were a legitimate requirement under the City's "police power" and necessity to provide for the public good. Moreover, for any development of my own in the vicinity, the Planning Department intends to require full compliance with the law.

From my perspective, the City of Starkville ordinances should apply equally to all. If the above applications are approved, it will make a mockery of the claimed need to apply Stormwater requirements, and the use of the "police power" by the City of Starkville, upon which the various ordinances relating thereto, are founded.

Therefore, I object to the application for variance from stormwater development standards, and all variances requested.

Sincerely,

George McKee, Individually
George McKee, Manager of Enclave Properties, LLC
George McKee, Manager of Brownsville Station, LLC



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 3, 2022
PAGE: Page 1 of 8

SUBJECT:

Public hearing and consideration of VA 22-04 a request for a variance from electronic message center sign size requirements at 601 University Drive.

SUMMARY:

The applicant Perry Rackley on behalf of Rackley Oil Inc. is requesting a Variance from sign size requirements for proposed electronic message center sign located at 601 University Drive in a T-5U form-based zoning district with the parcel number 101D-00-022.00. Rackley Oil has removed an existing pole sign to conform to the sign ordinance. The applicant is proposing to add electronic message center signs to the fuel canopy. The proposed electronic message center signs are 25" in height and approximately 75-81" in width. The applicant is requesting a variance to deviate from the electronic message board size requirements of the Unified Development Code (UDC). The UDC restricts the height of the electronic message center to 12" and the width to 36". The request is to increase the maximum allowed height by 13" and the width by 45". The applicant is requesting relief from size requirements as related to UDC Section 14.7.11.C -Electronic Message Centers in a form-based district.

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

1. 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 31, 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 27, 2022 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 22-04 a request for an increase in size requirements for an electronic message board at 601 University Drive.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of VA 22-04 a request for a variance from electronic message center sign size requirements at 601 University Drive.
Date: April 27, 2022

The purpose of this report is to provide information regarding a Variance request by Perry Rackley on behalf of Rackley Oil Inc. for a Variance from sign size requirements for proposed electronic message center sign located at 601 University Drive in a T-5U form-based zoning district with the parcel number 101D-00-022.00. Please see attachments 1-4.

BACKGROUND INFORMATION

To conform to the sign ordinance by removing the existing pole sign, Rackley Oil is proposing to add electronic message center signs to the fuel canopy. The proposed electronic message center signs are 25" in height and approximately 75-81" in width. The applicant is requesting a variance to deviate from the size requirements of the Unified Development Code (UDC). The UDC restricts the height of the electronic message center to 12" and the width to 36". The request is the increase the maximum allowed height by 13" and the width by 45". The applicant is requesting relief from size requirements as related to UDC Section 14.7.11.C -Electronic Message Centers in a form-based district. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the May 3, 2022 meeting.

VARIANCE REQUEST FROM

UDC Section 14.7.11.C.3.i: Size Requirements

- a.) the maximum height per copy area is twelve (12) inches; **Proposed increase to 25"**
- b.) the maximum width per copy area is thirty-six (36) inches; **Proposed increase to 75-81"**
- c.) the maximum total square footage of all copy areas per façade face shall be six (6) square feet." **Proposed increase to 14 square feet**

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A. Special Conditions. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
- B. Literal Interpretation. That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- C. Hardship. That the hardship has not resulted from the actions of the applicant.
- D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

- E. Minimum Variance. That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- F. Consistency with Comprehensive Plan. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

3.7.2. Criteria for variance review and approval in form-based zoning districts. In addition to the criteria stated above, the following criteria shall also be used to review variances in any form-based district.

- A. Physical Conditions. The physical condition of the property, such as steep slopes, floodplain, drainage, or small or irregular shaped lots, make compliance to the specific standard physically impossible, and this hardship is not created by the applicant.
- B. Burden. The burden of proof is on the applicant to demonstrate by clear and convincing evidence that the requested variance meets the criteria for variance review and approval.
- C. Impact. The variance will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, stormwater management, and other matters affecting public health, safety and general welfare.
- D. Urban Principle. The modification will not result in a substantial departure from the basic urban principle that buildings should directly front streets (as opposed to being set back from the right-of-way) and add value to the public realm and pedestrian walkability of the street edge.

NOTIFICATION:

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

- 1. 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 31, 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.

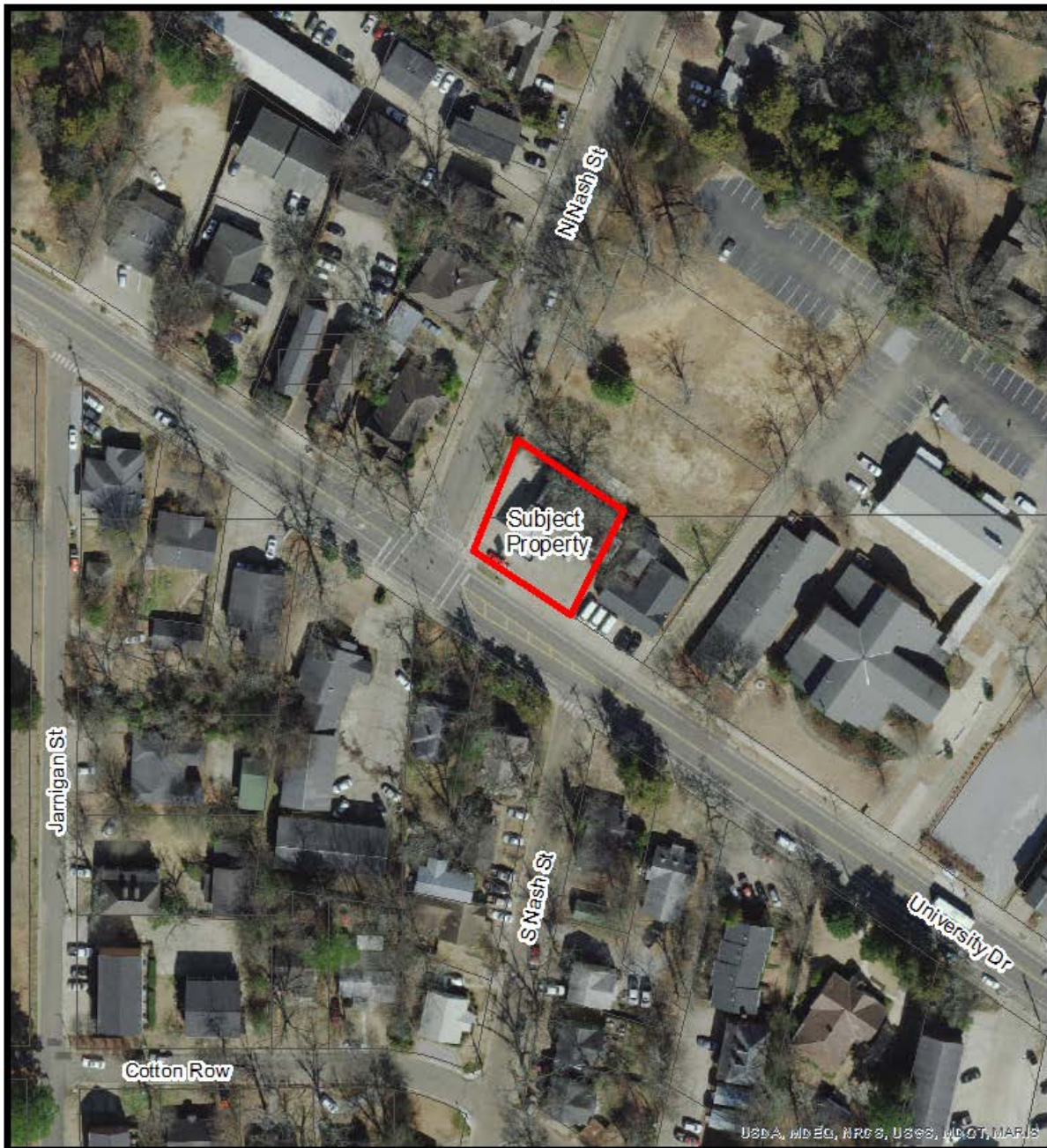
ANALYSIS

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

CONDITIONS OF APPROVAL

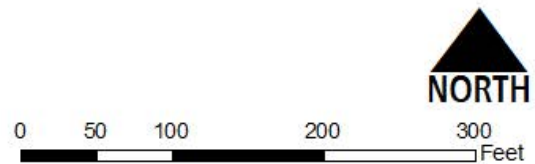
Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1
VA 22-04 Aerial

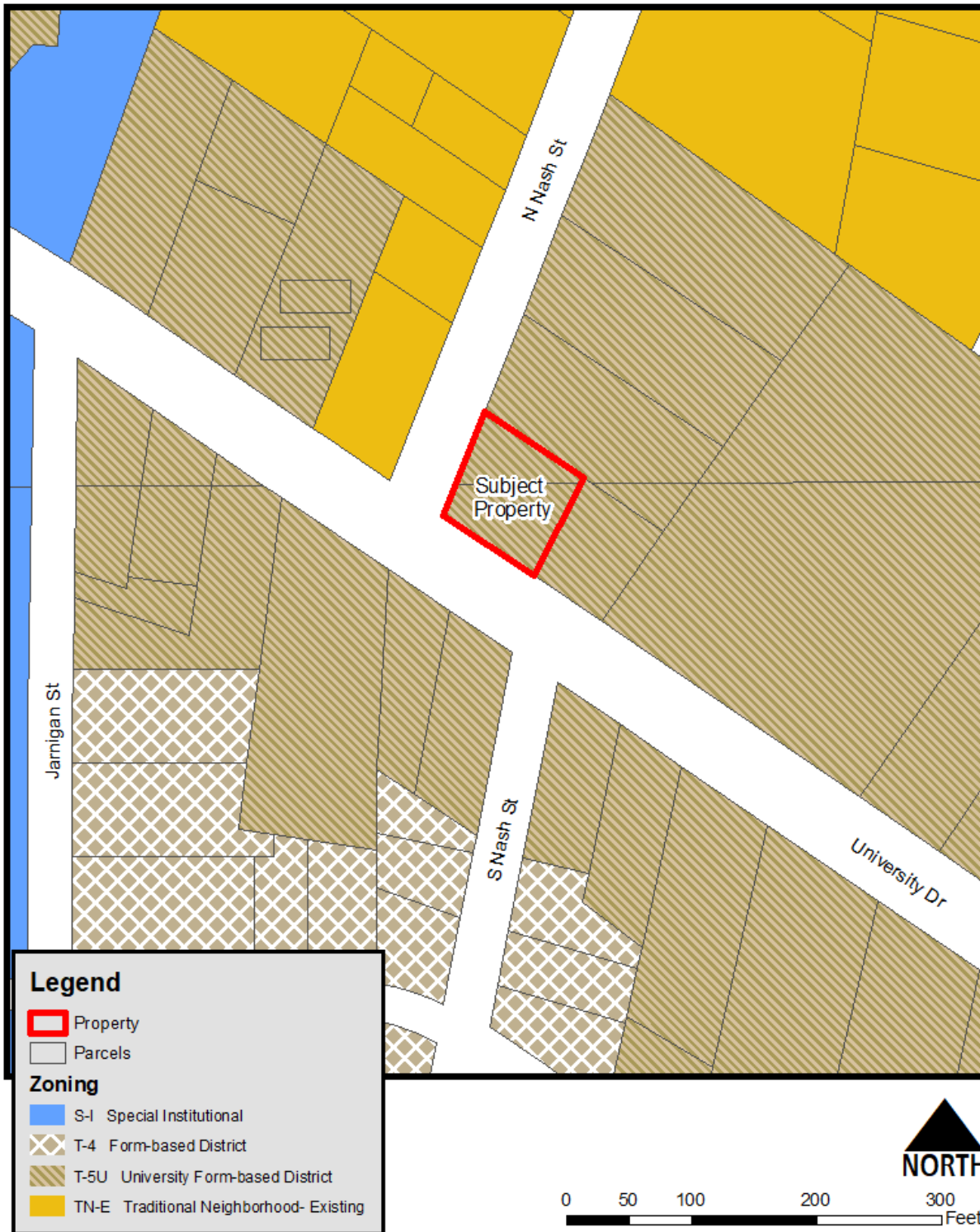


Legend

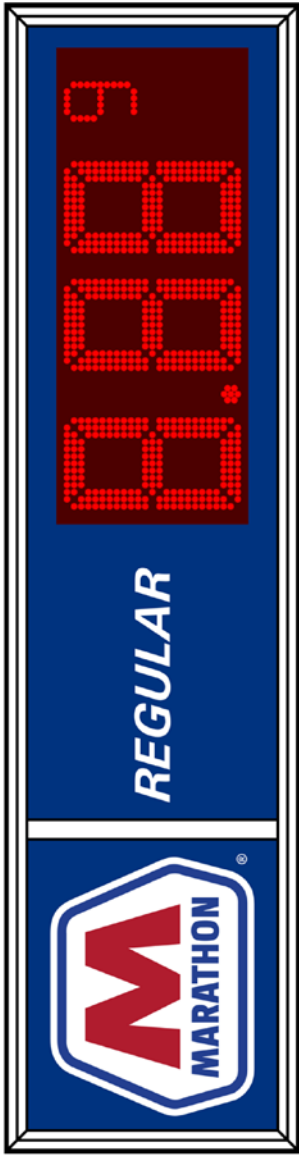
-  Property
-  Parcels



Attachment 2
VA 22-04 Zoning



Attachment 3- Proposed Signs



Single Face Sign
Chassis Size: 30"H X 117"W X 6"D
Area: 24.4 SQ. FT
Standard Windload
Chassis Color: Sky White
Light Strips Draw: 0.75 Amps
Light Strips Circuits: 1
LED(Pricelins/EMC) Draw: 1 Amps
LED Circuits: 1
Total Circuits Recommended: 2
Detail 1: Logo
VO: 25.625"H X 29.6875"W
Marathon Logo Flat Emboss Face
Detail 2: Priceline
VO: 25.625"H X 80.9375"W
Digit Type: Lunidigit 4 (Flat Faces)
Priceline 1: Red 18", Right
1 - 20 Amp Circuit(s) Required
LEDs Total Draw: 1 Amps
Est. Crated Weight: 320 pounds
Crate HxLxW: 43x124x19

		DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite LLC Use of, or duplication in any manner without express written permission of Everbrite LLC is prohibited.	
Customer: Marathon		Description:	
Project No: E003096NS	Scale: N/A		
Date: 12/13/2021	Drawn By: MP		
Location & Site No:			
Version: 1		Please read carefully, check appropriate box and fax back to Everbrite:	
		☐ Sketch OK as is ☐ New Sketch Required	
SIGNATURE		DATE	

Single Face Sign
Chassis Size: 30"H X 79.75"W X 6"D
Area: 16.61 SQ FT
Standard Windload
Chassis Color: Sky White

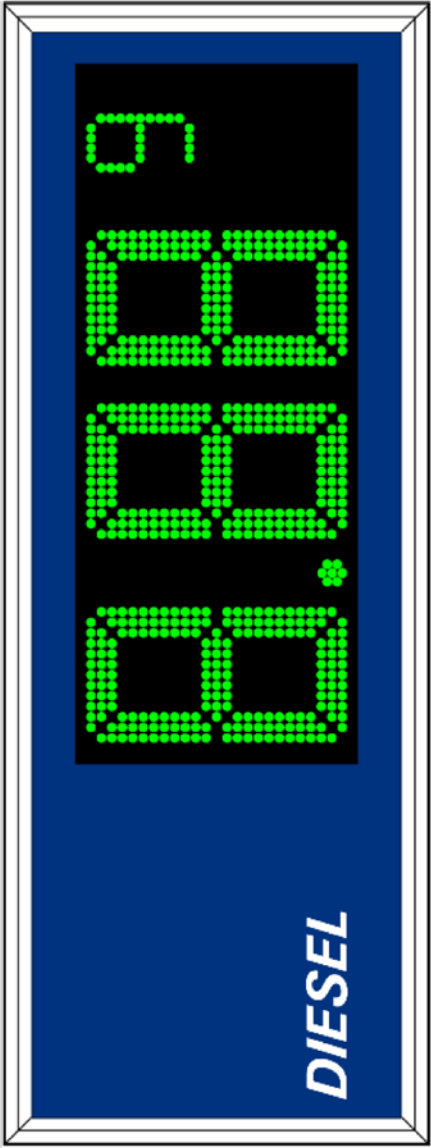
Light Strips Draw: 0.75 Amps
Light Strips Circuits: 1

LED(Pricelines/EMC) Draw: 1 Amps
LED Circuits: 1

Total Circuits Recommended: 2

Detail 1, LD4 Digits
VO: 25.625"H X 75.375"W
LED Priceline 1 : Green 18"

Est. Crated Weight: 255 pounds
Crate HxLxW: 35x87x19"



Wall_Mount_Sign 1.1.121020

		DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite LLC. Use of, or duplication in any manner without express written permission of Everbrite LLC is prohibited.	
Customer: Marathon		Description:	
Project No: E003098L4	Scale: N/A	LD4S,MA 30X79 SF 1P 18G	
Date: 1/6/2021 11:11:06 AM	Drawn By: Joshua Scott		
Location & Site No:		Version:3	
		Please read carefully, check appropriate box and fax back to Everbrite:	
		☐ Sketch OK as is	☐ New Sketch Required
		SIGNATURE _____ DATE _____	

Attachment 4- Examples of Proposed Signs





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 3, 2022
PAGE: Page 1 of 8

SUBJECT:

Public hearing and consideration of VA 22-05 a request for a variance from electronic message center sign size requirements at 405 Russell Street.

SUMMARY:

The applicant Perry Rackley on behalf of Rackley Oil Inc. is requesting a Variance from sign size requirements for proposed electronic message center sign located at 405 Russell Street in a T-5C form-based zoning district with the parcel number 101D-00-207.00. Rackley Oil has removed an existing pole sign to conform to the sign ordinance. The applicant is proposing to add electronic message center signs to the fuel canopy. The proposed electronic message center signs are 25" in height and approximately 75-81" in width. The applicant is requesting a variance to deviate from the electronic message board size requirements of the Unified Development Code (UDC). The UDC restricts the height of the electronic message center to 12" and the width to 36". The request is to increase the maximum allowed height by 13" and the width by 45". The applicant is requesting relief from size requirements as related to UDC Section 14.7.11.C -Electronic Message Centers in a form-based district.

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

1. 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 30, 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 27, 2022 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 22-05 a request for an increase in size requirements for an electronic message board at 405 Russell Street.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of VA 22-05 a request for a variance from electronic message center sign size requirements at 405 Russell Street.
Date: April 27, 2022

The purpose of this report is to provide information regarding a Variance request by Perry Rackley on behalf of Rackley Oil Inc. for a Variance from sign size requirements for proposed electronic message center sign located at 405 Russell Street in a T-5C form-based zoning district with the parcel number 101D-00-207.00. Please see attachments 1-4.

BACKGROUND INFORMATION

To conform to the sign ordinance by removing the existing pole sign, Rackley Oil is proposing to add electronic message center signs to the fuel canopy. The proposed electronic message center signs are 25" in height and approximately 75-81" in width. The applicant is requesting a variance to deviate from the size requirements of the Unified Development Code (UDC). The UDC restricts the height of the electronic message center to 12" and the width to 36". The request is the increase the maximum allowed height by 13" and the width by 45". The applicant is requesting relief from size requirements as related to UDC Section 14.7.11.C -Electronic Message Centers in a form-based district. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the May 3, 2022 meeting.

VARIANCE REQUEST FROM

UDC Section 14.7.11.C.3.i: Size Requirements

- a.) the maximum height per copy area is twelve (12) inches; **Proposed increase to 25"**
- b.) the maximum width per copy area is thirty-six (36) inches; **Proposed increase to 75-81"**
- c.) the maximum total square footage of all copy areas per façade face shall be six (6) square feet." **Proposed increase to 14 square feet**

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A. Special Conditions. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
- B. Literal Interpretation. That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- C. Hardship. That the hardship has not resulted from the actions of the applicant.
- D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

- E. Minimum Variance. That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- F. Consistency with Comprehensive Plan. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

3.7.2. Criteria for variance review and approval in form-based zoning districts. In addition to the criteria stated above, the following criteria shall also be used to review variances in any form-based district.

- A. Physical Conditions. The physical condition of the property, such as steep slopes, floodplain, drainage, or small or irregular shaped lots, make compliance to the specific standard physically impossible, and this hardship is not created by the applicant.
- B. Burden. The burden of proof is on the applicant to demonstrate by clear and convincing evidence that the requested variance meets the criteria for variance review and approval.
- C. Impact. The variance will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, stormwater management, and other matters affecting public health, safety and general welfare.
- D. Urban Principle. The modification will not result in a substantial departure from the basic urban principle that buildings should directly front streets (as opposed to being set back from the right-of-way) and add value to the public realm and pedestrian walkability of the street edge.

NOTIFICATION:

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

- 1. 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 30, 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.

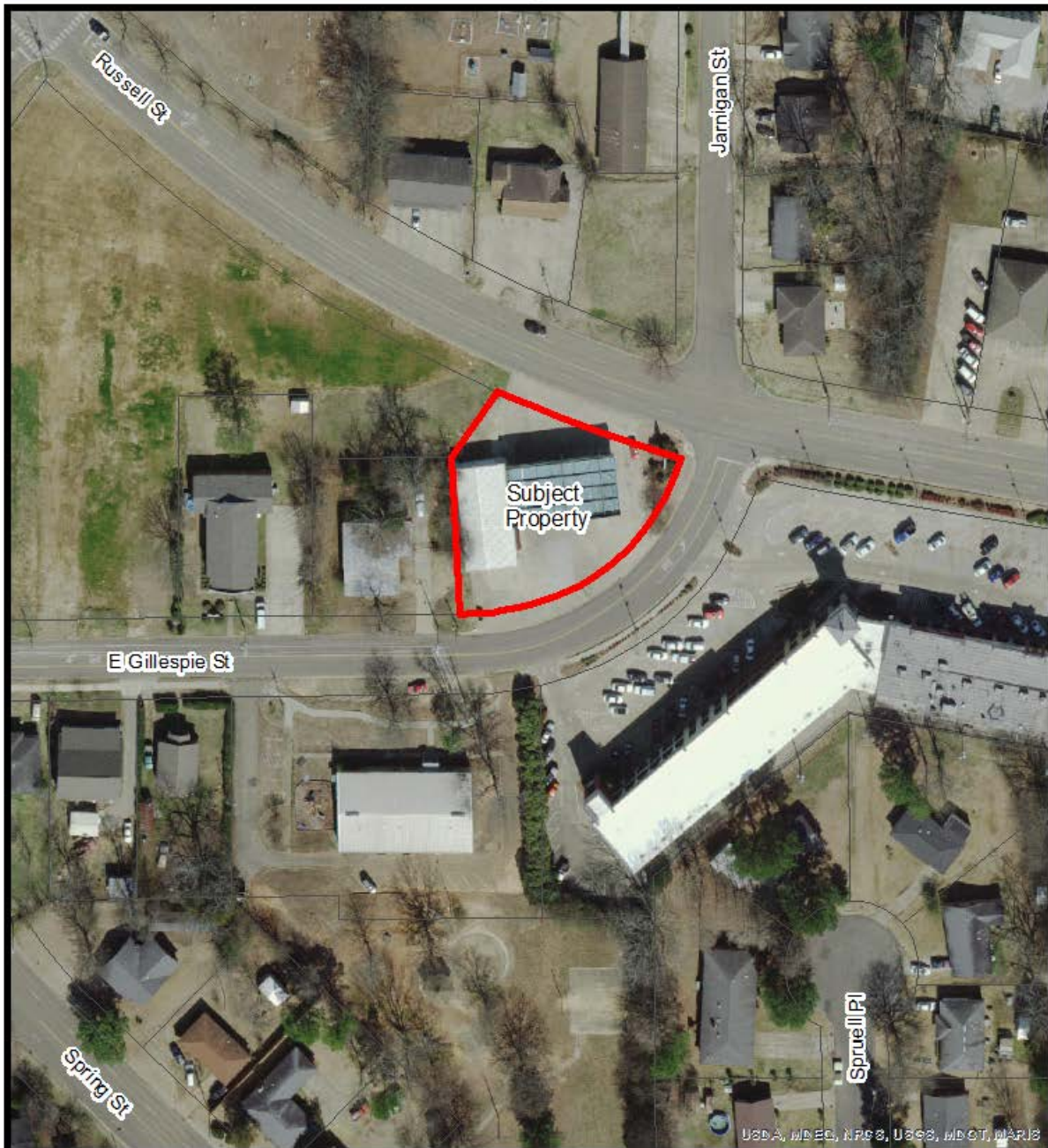
ANALYSIS

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

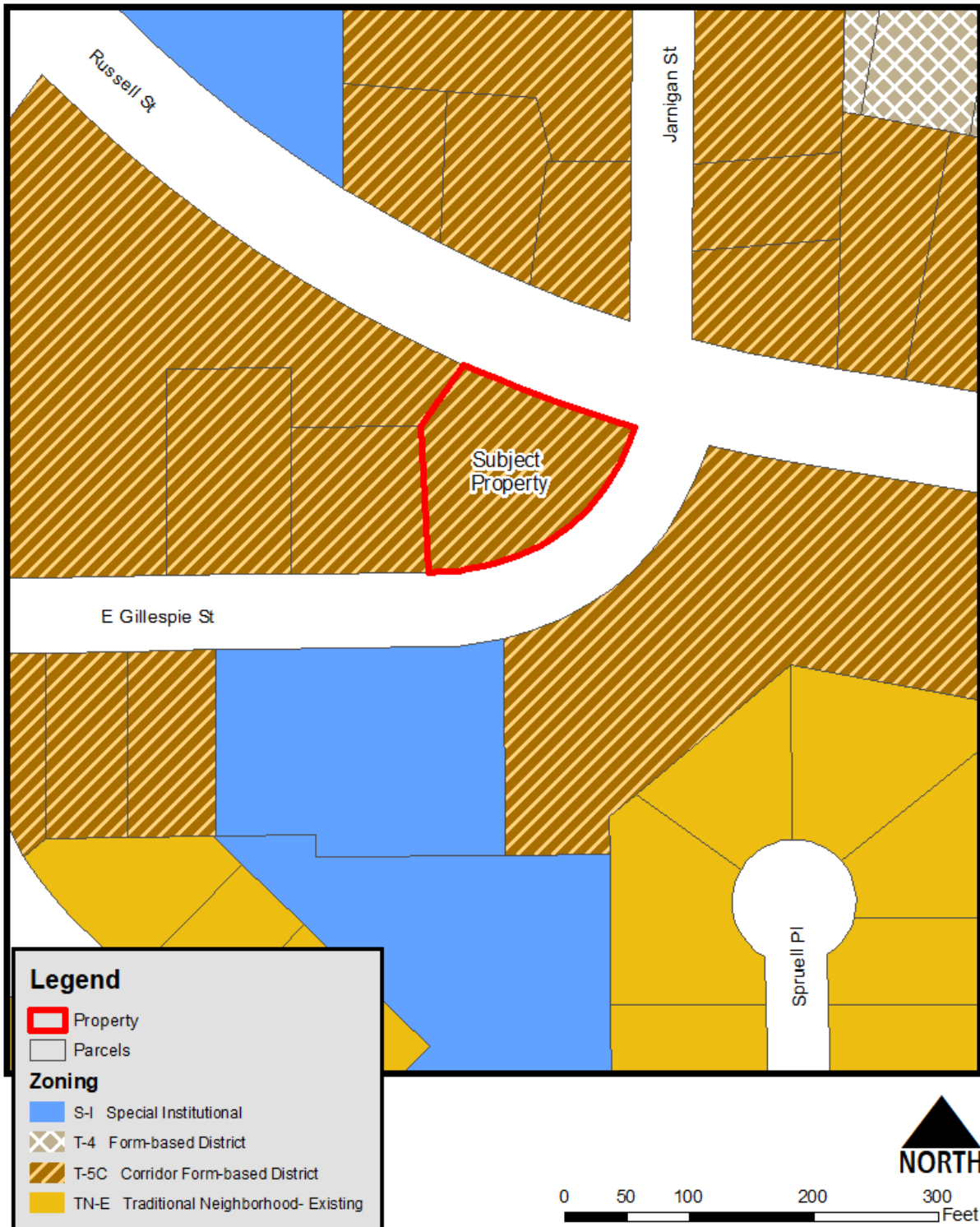
CONDITIONS OF APPROVAL

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

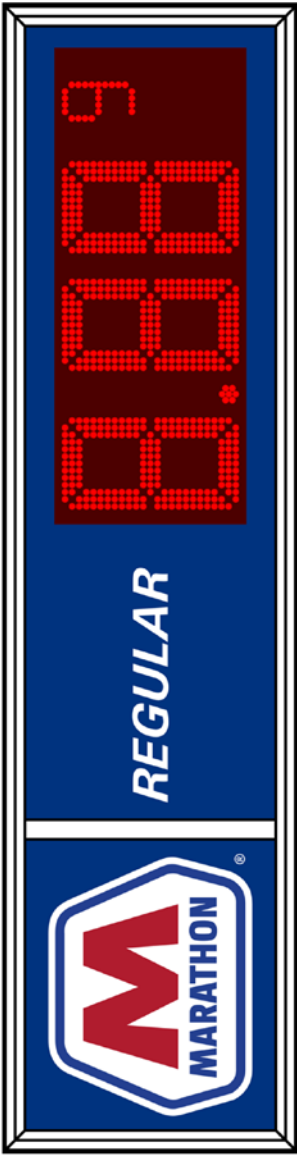
Attachment 1
VA 22-05 Aerial



Attachment 2
VA 22-05 Zoning



Attachment 3- Proposed Signs



Single Face Sign
Chassis Size: 30"H X 117"W X 6"D
Area: 24.4 SQ.FT
Standard Windload
Chassis Color: Sky White

Light Strips Draw: 0.75 Amps
Light Strips Circuits: 1

LED(Pricelines/EMC) Draw: 1 Amps
LED Circuits: 1

Total Circuits Recommended: 2

Detail 1: Logo
VO: 25.625"H X 29.6875"W
Marathon Logo Flat Emboss Face

Detail 2: Priceline
VO: 25.625"H X 80.9375"W
Digit Type: Lunidigit 4 (Flat Faces)
Priceline 1: Red 18", Right

1 - 20 Amp Circuit(s) Required
LEDs Total Draw: 1 Amps

Est. Crated Weight: 320 pounds
Crate HxLxW: 43x124x19

		DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite LLC Use of, or duplication in any manner without express written permission of Everbrite LLC is prohibited.	
Customer: Marathon		Description:	
Project No: E003096NS	Scale: N/A		
Date: 12/13/2021	Drawn By: MP		
Location & Site No:			
Version: 1		Please read carefully, check appropriate box and fax back to Everbrite:	
		☐ Sketch OK as is ☐ New Sketch Required	
SIGNATURE		DATE	

Single Face Sign
Chassis Size: 30"H X 79.75"W X 6"D
Area: 16.61 SQ FT
Standard Windload
Chassis Color: Sky White

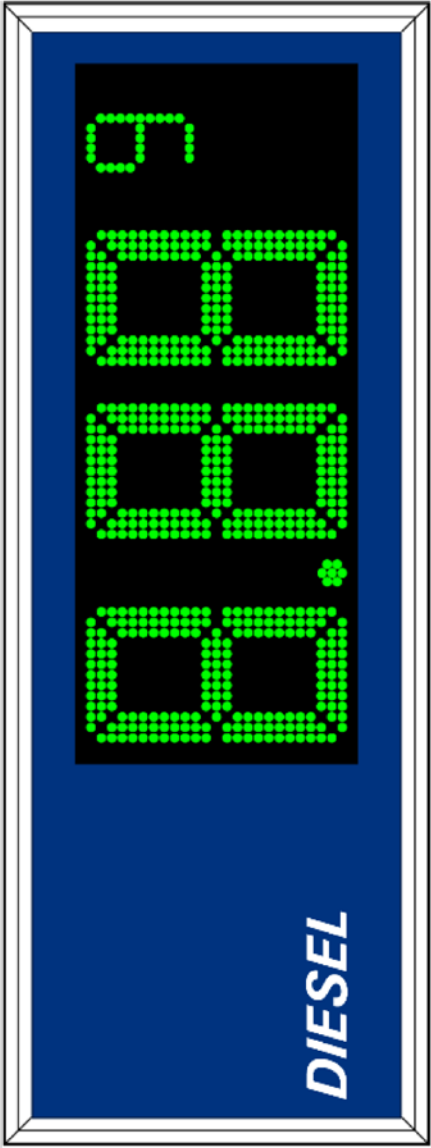
Light Strips Draw: 0.75 Amps
Light Strips Circuits: 1

LED(Pricelines/EMC) Draw: 1 Amps
LED Circuits: 1

Total Circuits Recommended: 2

Detail 1, LD4 Digits
VO: 25.625"H X 75.375"W
LED Priceline 1 : Green 18"

Est. Crated Weight: 255 pounds
Crate HxLxW: 35x87x19"



Wall_Mount_Sign 1.1.121020

		DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite LLC. Use of, or duplication in any manner without express written permission of Everbrite LLC is prohibited.	
Customer: Marathon		Description:	
Project No: E003098L4	Scale: N/A	LD4S,MA 30X79 SF 1P 18G	
Date: 1/6/2021 11:11:06 AM	Drawn By: Joshua Scott		
Location & Site No:		Version:3	
		Customer Approval: NOTE: Unless specified by customer, all depth of embossing will be determined by Everbrite Engineering or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by customer.	
		Please read carefully, check appropriate ☐ Sketch OK as is ☐ New Sketch Required	
		box and fax back to Everbrite:	
		SIGNATURE	DATE

Attachment 4- Examples of Proposed Signs





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 3, 2022
PAGE: Page 1 of 6

SUBJECT:

Public hearing and consideration of VA 22-06 a request for a variance to allow two points of access for a new development on to Eudora Welty Drive.

SUMMARY:

The applicant Michael Dowdy on behalf of EW Drive Properties, LLC is requesting a Variance to allow two (2) points of access (driveways) for a proposed medical office development located on the east side of Eudora Welty +/-520' north of Abernathy Drive in a C zoning district with the parcel numbers 103H-00-014.05 & 103H-00-014.06. The current access requirements only allow for one driveway every 200 feet of frontage. The applicant is requesting the variance to allow 2 driveways to enhance the patient drop off / pick up and prevent added traffic congestion once all phases of the development are complete. Chapter 14 of The City of Starkville Standards of Design & Specifications states that any deviation that does meet the requirements of an Administrative Adjustments shall be processed as a Variance in accordance with Section 3.7 of the Unified Development Code. The applicant attended a pre-application review with the Development Review Committee on February 24, 2022 and a minor subdivision final plat review on March 24, 2022. The Board of Aldermen approved the final plat aggregating the two lots into one on April 5, 2022.

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

1. 2 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 April 5, 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 27, 2022 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 22-06 a request to allow two points of access for a proposed medical office development located on the east side of Eudora Welty +/-520' north of Abernathy Drive.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of VA 22-06 a request for a variance to allow two points of access for a new development on to Eudora Welty Drive.
Date: April 27, 2022

The purpose of this report is to provide information regarding a variance request by Michael Dowdy on behalf of EW Drive Properties, LLC for a variance to allow two (2) points of access (driveways) for a proposed medical office development located on the east side of Eudora Welty +/-520' north of Abernathy Drive in a C zoning district with the parcel numbers 103H-00-014.05 & 103H-00-014.06. Please see attachments 1-3.

BACKGROUND INFORMATION

The current access requirements only allow for one driveway every 200 feet of frontage. The applicant is requesting the variance to allow 2 driveways to enhance the patient drop off / pick up and prevent added traffic congestion once all phases of the development are complete. Chapter 14 of *The City of Starkville Standards of Design & Specifications* states that any deviation that does meet the requirements of an Administrative Adjustments shall be processed as a Variance in accordance with Section 3.7 of the Unified Development Code. The applicant attended a pre-application review with the Development Review Committee on February 24, 2022 and a minor subdivision final plat review on March 24, 2022. The Board of Aldermen approved the final plat aggregating the two lots into one on April 5, 2022. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the May 3, 2022 meeting. Site plan and architecture review approval is required prior to issuance of any building permits.

VARIANCE REQUEST FROM

The City of Starkville Standards of Design & Specifications: Chapter 13 Access Management Policy

3. Access Point Spacing: Lots that are not used for single lot detached dwelling or agricultural purposes, are permitted vehicular access points but shall not exceed one (1) for every two hundred (200) feet of frontage. Properties that are less than two hundred (200) feet across, or that have less than two hundred (200) feet of frontage on the street, shall be limited to one access point per street frontage unless otherwise approved by the Development Review Committee

Developments that are intended to be subdivided into multiple parcels, with or without multiple business owners, will be viewed as a single development and will be subject to the requirements of this section as such. Individual parcels within such developments shall not be permitted access unless the access point meets the requirements of this section.

The City Engineer may allow two (2) one-way driveways to serve a commercial property. Distances between adjacent one-way commercial driveways with inbound traffic upstream from the outbound drive must have a minimum separation distance of 25 feet. Roadway and the maximum width of a one-way entrance driveway will be 16 feet as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

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

NOTIFICATION:

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

- 1. 2 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 April 5, 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 variance request could meet the criteria for variance review and approval.

CONDITIONS OF APPROVAL

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

Attachment 1
VA 22-o6 Aerial



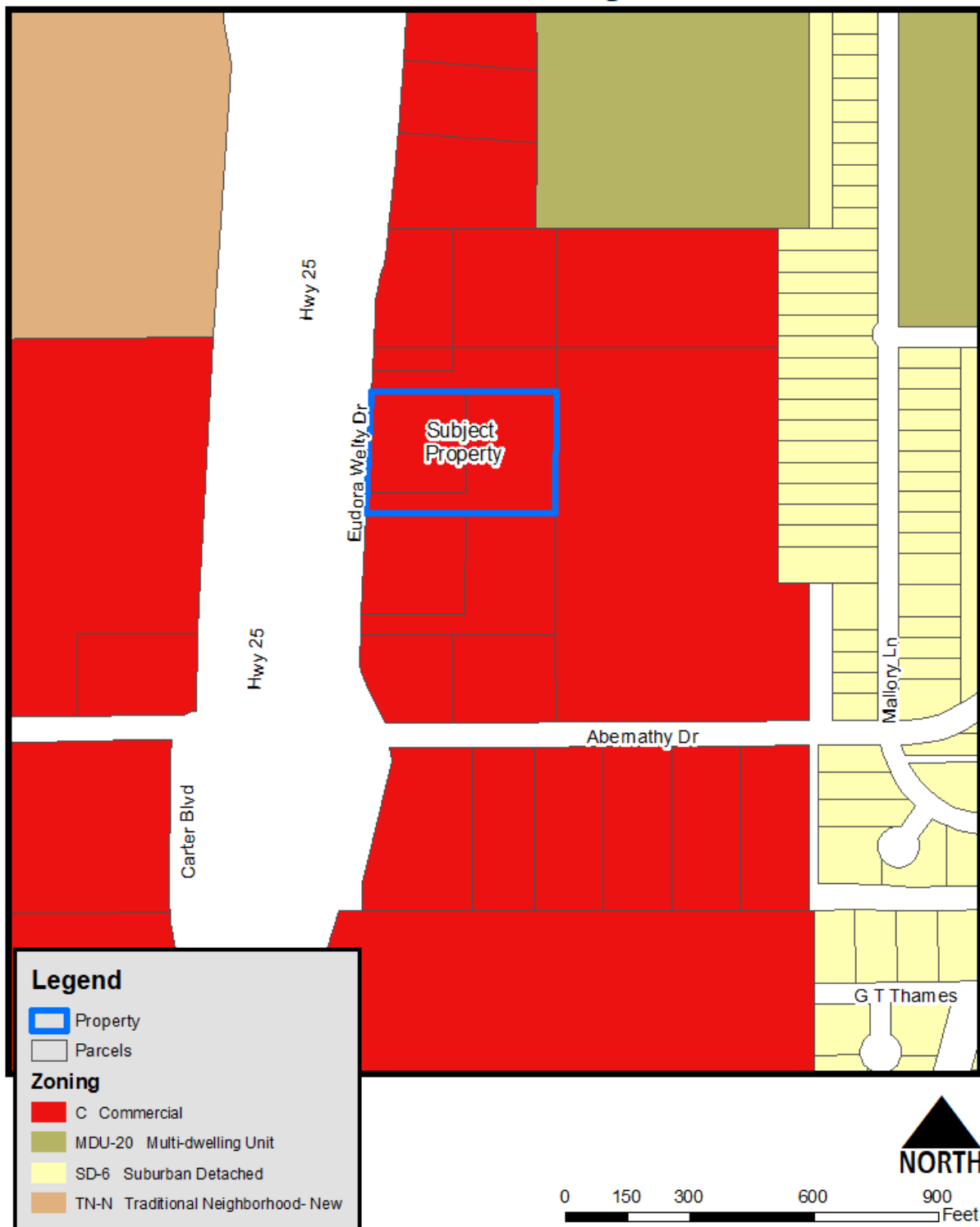
Legend

-  Property
-  Parcels

0 150 300 600 900 Feet



Attachment 2
VA 22-o6 Zoning





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 3, 2022
PAGE: Page 1 of 7

SUBJECT:

Public hearing and consideration of VA 22-07 a request for a variance from multiple setbacks and drive aisle width requirements located at 102 Highway 12 West in a C zoning district.

SUMMARY:

The applicant Zach Foster of Neel-Schaffer, Inc. on behalf of Mark Castleberry is requesting a Variance from front building setback, parking setbacks, and drive aisle width requirements for a proposed restaurant with a drive-thru located at 102 Highway 12 West in an C (Commercial) zoning district with the parcel number 102A-00-210.00. The project's intent is to redevelop the existing building and site into a proposed Dunkin Donuts restaurant. The building is currently used as a check cashing business. The building was originally built and used as a Wendy's drive-thru restaurant. When the new Wendy's restaurant was building on the adjacent property to the east, the lot was subdivided. The original parking lot for the drive-thru restaurant was added to the new Wendy's site (see attachment 3). Thus, leaving only the drive-thru lane and a portion of a row of parking on the east side of the current site. The current lot dimensions do not allow for a parking lot with a drive-thru to be built in accordance with the current development standards found in Section 14.10 of the Unified Development Code (UDC). The existing building also encroaches upon the front setback. Due to this encroachment, the building is considered a "legal nonconforming structure" as defined in Section 3.17.3 of the UDC. Section 3.17.3.B states "Normal repair, maintenance, and modification may be performed to allow for the continuation of a nonconforming structure provided that the construction cost, as determined by the Building Department, for the repair, maintenance, and/or modification is less than fifty (50) percent of the tax assessor's replacement value or an appraised replacement value at the time of repair for the structure only, not including the land". The cost and extent of the proposed redevelopment requires that the building either be brought into compliance or receive a variance to be in compliance.

The applicant is requesting a variance to reduce the parking setback on the west side of the property from 5' to 0', reduce the parking setback on the east side of the property from 5' to 0.75', reduce the front setback from 20' to 11.97', and reduce the minimum drive aisle width from 12' to 10'.

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

1. 9 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 April 6, 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 27, 2022 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Public hearing and consideration of VA 22-07 a request for a variance from multiple setbacks and drive aisle width requirements located at 102 Highway 12 West in a C zoning district.
Date: April 27, 2022

The purpose of this report is to provide information regarding several Variance Requests by Zach Foster of Neel-Schaffer, Inc. on behalf of Mark Castleberry for a variance from front building setback, parking setbacks, and drive aisle width requirements for a proposed restaurant with a drive-thru located at 102 Highway 12 West in an C (Commercial) zoning district with the parcel number 102A-00-210.00. Please see attachments 1- 4

BACKGROUND INFORMATION

The project's intent is to redevelop the existing building and site into a proposed Dunkin Donuts restaurant. The building is currently used as a check cashing business. The building was originally built and used as a Wendy's drive-thru restaurant. When the new Wendy's restaurant was building on the adjacent property to the east, the lot was subdivided. The original parking lot for the drive-thru restaurant was added to the new Wendy's site (see attachment 3). Thus, leaving only the drive-thru lane and a portion of a row of parking on the east side of the current site. The current lot dimensions do not allow for a parking lot with a drive-thru to be built in accordance with the current development standards found in Section 14.10 of the Unified Development Code (UDC). The existing building also encroaches upon the front setback. Due to this encroachment, the building is considered a "legal nonconforming structure" as defined in Section 3.17.3 of the UDC. Section 3.17.3.B states "Normal repair, maintenance, and modification may be performed to allow for the continuation of a nonconforming structure provided that the construction cost, as determined by the Building Department, for the repair, maintenance, and/or modification is less than fifty (50) percent of the tax assessor's replacement value or an appraised replacement value at the time of repair for the structure only, not including the land". The cost and extent of the proposed redevelopment requires that the building either be brought into compliance or receive a variance to be in compliance.

The applicant is requesting relief from the following: (1) West Parking Setback, (2) East Parking Setback, (3) Front Building Setback, and (4) Drive Aisle Width. The applicant attended a Development Review Committee meeting for a similar proposal on April 22, 2021. Comments were made at that meeting about the setback and drive aisle issues. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the May 3, 2022 meeting.

VARIANCE REQUEST FROM

Variance #1: West Parking Setback. Section 7.2.D3- 5' Minimum Side and Rear Setback.

Requesting a variance to reduce the parking setback on the west side of the property from 5' to 0'.

Variance #2: East Parking Setback. Section 7.2.D3- 5' Minimum Side and Rear Setback.

Requesting a variance to reduce the parking setback on the east side of the property from 5' to 0.75'.

Variance #3 Front Building Setback. Section 7.2.B1- 20' Minimum Front Setback.

Requesting a variance to reduce the front setback from 20' to 11.97'.

Variance #4 Drive Aisle Width. Section 14.10.14- 12' Minimum Drive Aisle Width

Requesting a variance to reduce the minimum drive aisle width (for zero-degree parallel parking) from 12' to 10'.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

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

NOTIFICATION:

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

- 1. Nine (9) 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 Wednesday, April 6, 2022.
- 3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has one phone call requesting information about the request.

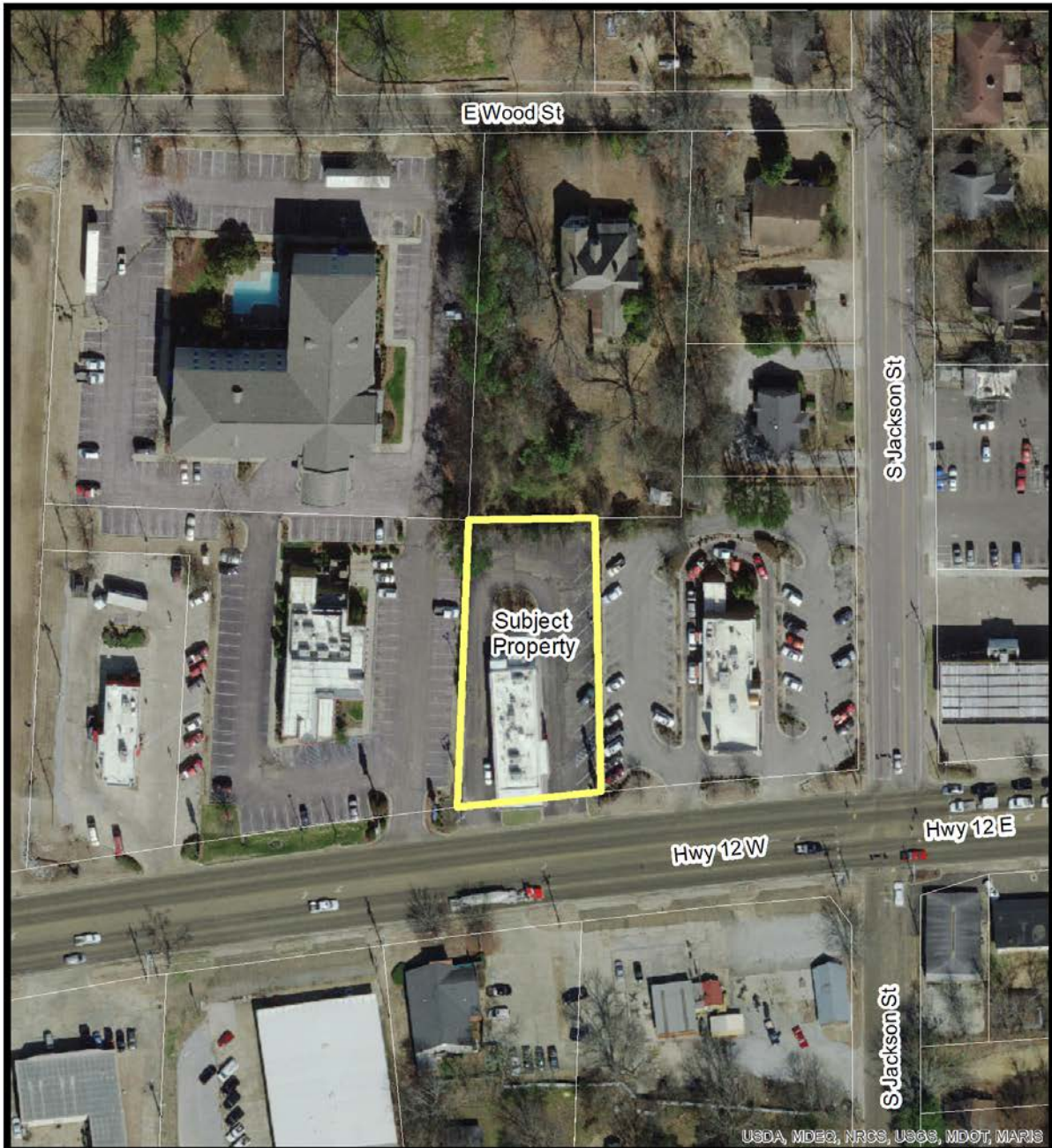
ANALYSIS

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

CONDITIONS OF APPROVAL

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

Attachment 1
VA 22-07 Aerial



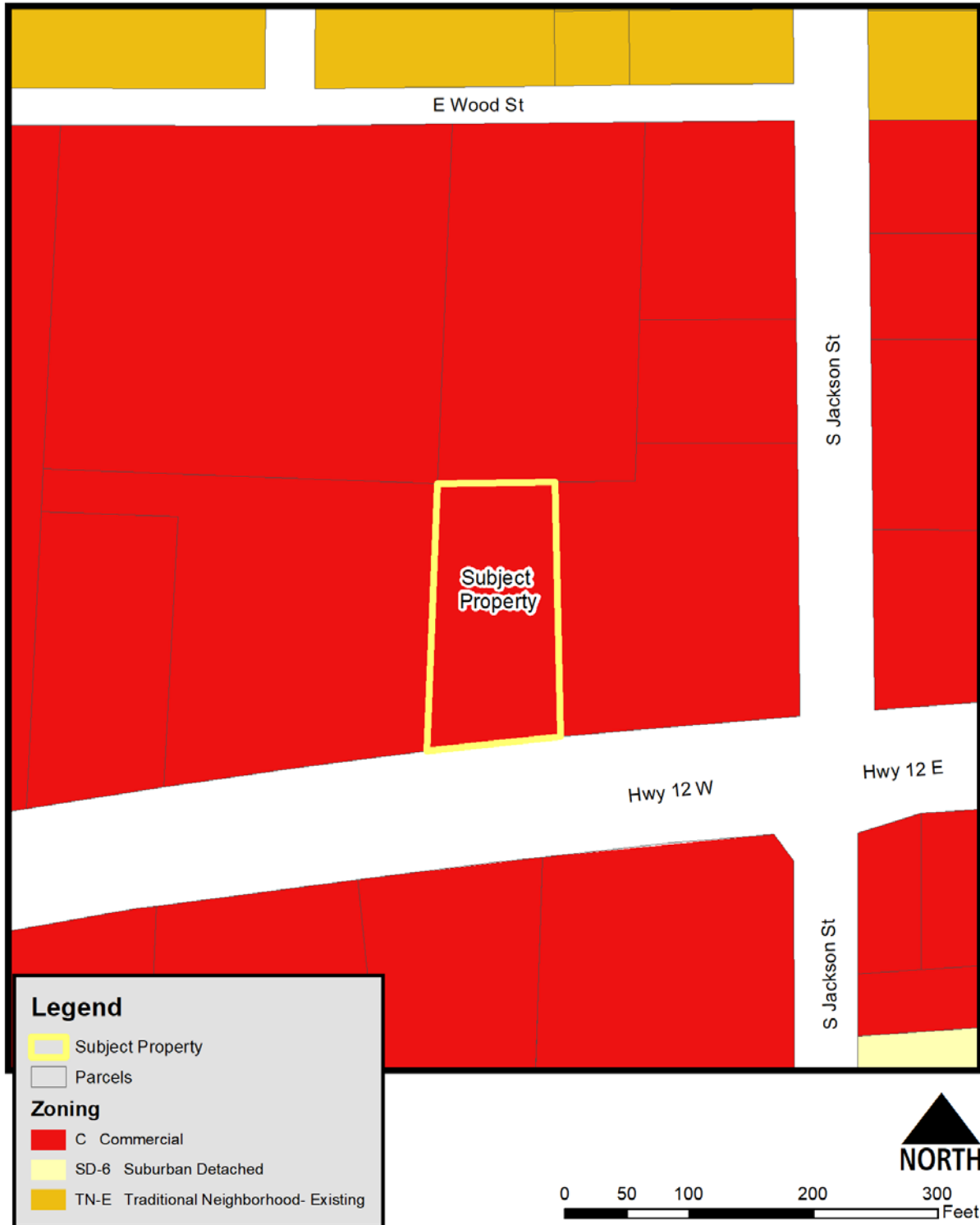
Legend

-  Subject Property
-  Parcels

0 50 100 200 300
Feet



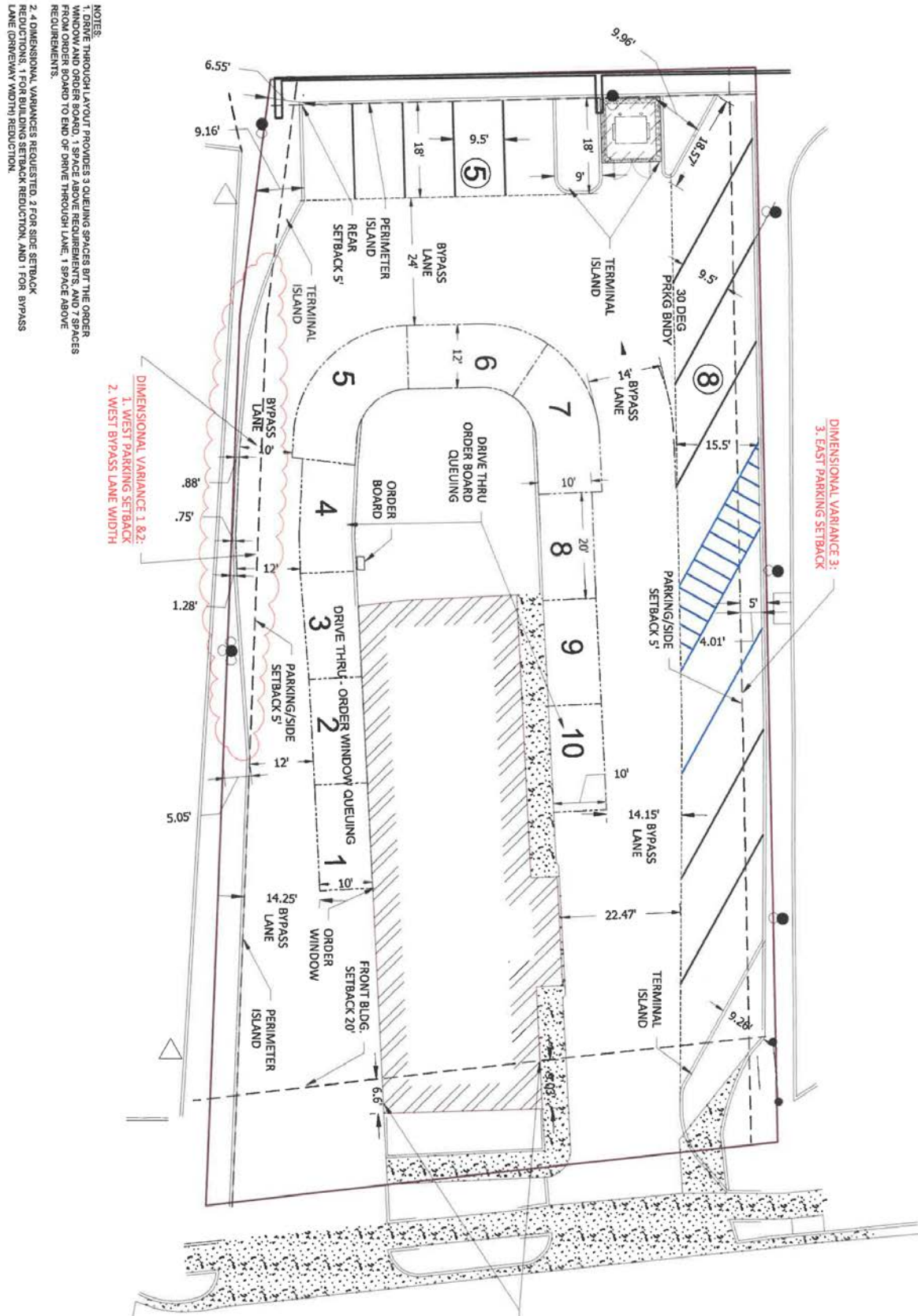
Attachment 2
VA 22-07 Zoning



Attachment 3- Aerials of Current and Previous



Attachment 4- Conceptual Plan



ORDINANCE NO. 2022-__

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING
STARKVILLE CODE OF ORDINANCES ARTICLE XIII – STOPPING, STANDING, & PARKING**

WHEREAS, the City finds and declares that its Parking Ordinance dates back to 1977 and 1993, and needs revision to update stale and outdated provisions;

WHEREAS, the City finds and declares that its Parking Ordinance needs revision to provide the City with flexible options for regulating parking without having to amend the ordinance each time;

WHEREAS, the City finds and declares that its Parking Ordinance needs revision to eliminate outdated fees and fines, and instead to reference the City's Fee and Fine Schedule;

WHEREAS, the City finds and declares that its Parking Ordinance needs revision to allow for improved signage and marking for designated parking areas;

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. §21-37-3 provides the City with full jurisdiction in the matter of streets and sidewalks and to open, lay out, maintain, and adorn the same; and

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi held multiple public hearings in connection with the proposed amendments to the Parking Ordinance, and based upon the input from citizens and others, the City of Starkville finds the need to amend the Parking Ordinance.

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

SECTION 1. That Sections 106-391, 392, 393, 394, 400, 403, 405, 406, 408, 409, 410, 411, 421, 424, 439, 440, 445, 464, 481, 501, and 507 be revised 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 3rd day of May, 2022, at the Regular 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

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;
- (5) Within 15 feet of fire hydrants; and
- (6) Where temporarily marked, posted or barricaded by the city police department or other designated city department.

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

Sec. 106-393. - 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 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. 106-395. - 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.
- (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. - 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.

(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)

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 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 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.

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. The immobilization device shall be removed:

- (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. 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. 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.
 - (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.

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, 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:

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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.

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.

(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:

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.

(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.

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.

(Ord. No. 1986-3, § 8, 4-1-86)

Secs. 106-508—106-530. - Reserved.

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.

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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:

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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.

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- (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:

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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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CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: May 3, 2022
PAGE: Page 1 of 14

SUBJECT: Consideration of adopting the updated Fee and Fine Schedule.

SUMMARY: Currently separate fee and fine schedules exist depending on department. This fee and fine schedule will provide citizens and staff with a uniform document for fees and fines charged by the City of Starkville.

REQUESTING DEPARTMENT: Community Development

FOR MORE INFORMATION CONTACT:

Mayor Lynn Spruill - l.spruill@cityofstarkville.org
Lyle McCaskey - l.mecaskey@cityofstarkville.org

SUGGESTED MOTION: Move to approve the updated the updated fee and fine schedule.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Fee and Fine Schedule

VERSION 3

COMMUNITY DEVELOPMENT - PLANNING

The Planning Division of the Community Development Department performs project reviews and inspections for all developments within Starkville to promote quality, safety, usability, and compliance with the Unified Development Code.

SECTION 1: RECORDS REQUEST	
Zoning Verification Letter	\$30
Due Diligence Request / FOIA	\$30 per hour (estimate given prior to starting)
SECTION 2: SUBDIVISIONS*	
Major Subdivision	
Preliminary Plat	\$250 plus \$10 each lot
Final Plat	\$250 plus \$10 each lot
Minor Subdivision	
Final Plat	\$100
Condominium Plat	
New Condominium Plat	\$250 plus \$10 each unit
Conversion of Existing Building Condominium Plat	\$400 plus \$10 each unit
SECTION 3: PUBLIC HEARING**	
Rezoning	\$500
Planned Unit Development (PUD)	\$500
Use Exception	\$200
Special Exception	\$200
Variance	\$200 plus \$50 for each additional variance request
Variance for individual Single Dwelling Unit in any zoning district	\$100
SECTION 4: PUBLIC MEETINGS	
Conceptual Master Plan- Optional District*	\$200
Landscape Waiver	\$200 plus \$50 for each additional variance request
SECTION 5: DEVELOPMENT REVIEW COMMITTEE (DRC)	
Site Plan Review without Stormwater Review	\$150
Site Plan Review with Stormwater Review	\$300
Infrastructure Review without Stormwater Review	\$300
Infrastructure Review with Stormwater Review	\$500
Pre-Application Meeting	\$0
SECTION 6: OTHER	
Administrative Appeal	\$50
Sign Permit	\$25 + \$6.00 for each additional thousand or fraction thereof after \$1,000.
Banner Permit	\$25
Telecommunication Facilities New	\$500
Telecommunication Facilities Upgrade to Existing	\$200
Portable Telecommunication Facilities	\$100
Certificate of Appropriateness	\$50

* No DRC Review fee required as part of request

**Reimbursement of cost of notification (legal ad and mailings) is also required

COMMUNITY DEVELOPMENT - BUILDING

The Building Division of the Community Development Department performs project reviews and inspections for all private development within Starkville to promote and ensure quality, safety, usability, sustainability and compliance in the built environment. Building services provide three main services: comprehensive plan reviews, routine and systematic inspections, and regulation.

SECTION 1: ESTIMATED COST OF CONSTRUCTION (VALUATION)		
Commercial Construction Permit Fee		
\$2,500 to \$10,000,000	\$4.00 per \$1,000 valuation	
\$10,000,001 or more	\$40,000 + \$5.00 for each additional thousand or fraction thereof after \$10,000,000.	
Residential Construction Permit Fee		
\$2,500 to \$5,000,000	\$3.00 per \$1,000 valuation	
\$5,000,001 or more	\$15,000 + \$4.00 for each additional thousand or fraction thereof after \$5,000,000.	
SECTION 2: BUILDING PLAN REVIEW		
Plan Review for Commercial Construction	25% of Commercial Construction Permit Fee	\$250 (Limit)*
Plan Review for Residential Construction	25% of Residential Construction Permit Fee	\$100 (Limit)*
SECTION 3: GENERAL FEES		
Courtesy Inspection	\$25	
Land Disturbance for Residential Development	\$50	
Land Disturbance for Commercial Development	\$50 per Acre of disturbed area	
Certificate of Occupancy (New Business/Location)	\$50	
Certificate of Occupancy (Change of Name/Ownership)	\$25	
Demolition (Entire Structure)	\$50	
Demolition (Inside Structure Only)	\$25	
Printed Replacement Permit	\$5	
SECTION 4: REPEAT INSPECTIONS		
Re-Inspection	1 st Free 2 nd \$25 3 rd \$50 4 th \$75	
SECTION 5: TRADE INSPECTIONS		
Gas Inspection	\$20 per inspection/unit	
Plumbing Inspection	\$5 per plumbing cluster	
Mechanical Inspection	\$25 + \$5 per tonnage	
Existing Electrical Inspection (Residential Only)	\$25	
New Electrical Inspection	\$50	
Electrical Inspection (Multi-Family)	\$25 per unit	
SECTION 6: RENTAL HOUSING		
Rental Housing Registration Fee	\$15 per rental housing unit	
SECTION 7: OTHER		
Accessory Structure	Based on estimated cost of construction permit fee	
Floodplain Development Permit	Residential	\$100
	Non-Residential/Mixed-Use/Multi-Family	\$200
Temporary Certificate of Occupancy	Residential	\$100
	Non-Residential/Mixed-Use/Multi-Family	\$250

FIRE

The Office of the Fire Marshal is the enforcement, educational, and informational arm of the City of Starkville Fire Department. The division performs site inspections, issues permits, enforces fire codes, and coordinates pre-fire planning for buildings and facilities within the city. The division is also responsible for conducting fire investigations to determine origin and cause of all fires and provides public fire education to the citizens of Starkville.

SECTION 1: GENERAL		
Safety Inspection	\$25	
SECTION 2: SPRINKLER SYSTEMS		
Installation or Alteration of an Automatic Fire Sprinkler System and Standpipe System.	0 to 10,000 Square Feet	\$100
	10,001 to 100,000 Square Feet	\$150
	100,000 Square Feet and up	\$200
SECTION 3: FIRE DETECTION SYSTEMS		
Installation or alteration of fire detection system.	0 to 100 Square Feet	\$50
	101 to 200 Square Feet	\$100
	201 Square Feet and up	\$150
Installation or alteration of fire detection systems (excluding single family residential)	0 to 10,000 Square Feet	\$50
	10,001 to 100,000 Square Feet	\$100
	100,001 Square Feet and up	\$200
Installation or alteration of hood suppression systems, commercial kitchen hoods or other specialized cooking related equipment in kitchen applications	New	\$100
	Existing	\$50
SECTION 4: TEMPORARY STRUCTURES		
Use of temporary membrane structures and tents over 200 square feet (excluding tents used exclusively for recreational or camping purposes and funeral services) and canopies over 400 square feet.	Any	\$50
SECTION 5: TANKS, EQUIPMENT, AND DISPENSING STATIONS		
To install, construct, or alter tanks, equipment and fuel dispensing stations where flammable and/or combustible liquids are stored or dispensed.	Any	\$150
SECTION 6: BURN PERMITS		
Residential Burn Permit	\$3.00	
Commercial Burn Permit	\$200.00	

ENGINEERING

The Engineering Department's Stormwater Management Division is responsible for services, programs, and projects that reduce pollution in Starkville's waterways and address critical flooding and erosion issues that impact streets and private properties in order to preserve and protect life, support healthy natural resources, and complement sustainable growth for the vibrant Starkville community.

SECTION 1: CONSTRUCTION INSPECTION FEES		
Public roadway construction (includes subgrade, proof rolls, base, and surface)*	\$2.00	Per linear foot
Public roadway curb and gutter*	\$0.25	Per linear foot
Public storm drain lines	\$0.25	Per linear foot
Public storm drainage structures	\$3	Each
Public sidewalks	\$0.25	Per linear foot
Public water lines	\$0.25	Per linear foot
Public sewer lines	\$0.25	Per linear foot
Public sanitary sewer structures	\$3	Each
Aboveground Detention and Retention Ponds and outlet control structures	\$50	Each
Underground Detention Storage and outlet control structures	\$50	Each

**Also applies to private roadways that must be built to City Standards*

VERSION 3

UTILITIES

Starkville Utilities is a municipally owned and operated electric and water utility serving more than 14,000 residences, businesses and industries in Starkville as well as the state's largest institution of higher learning, Mississippi State University. We strive to provide safe, low-cost, reliable service with a community-focused, personal touch.

SECTION 1: SCHEDULE OF FEES AND CHARGES

Connection Fee	\$25.00
Collection Fee	\$30.00
Returned Check/Credit Card Fee	\$40.00
Unauthorized Cut Seal Fee	\$100.00
Meter Tampering Charge	\$100.00
Electric Meter Test Fee	\$55.00
Meter Re-Read Fee	\$5.00
Reconnect Fee	\$30.00
Reconnect Fee (Service Crew)	\$100.00
After Hours Reconnect Fee	\$40.00
After Hours Reconnect Fee (Service Crew)	\$200.00

SECTION 2: RESIDENTIAL APPLICANTS

New Service Deposit	\$150.00
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SECTION 3: COMMERCIAL APPLICANTS

New Service Deposit	New service for commercial deposits shall be an amount equal to the higher of two months estimated usage or two times the highest month's usage of available history.
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POLICE & COURTS

The Starkville Police Department is a national and state accredited agency. The purpose of law enforcement agency accreditation is to professionalize the law enforcement industry by providing a review process for agencies to be certified as operating under industry best practices and standards.

SECTION 1: PARKING	
Parked Over 2 Hours	\$25.00
Parked Opposing Traffic	\$40.00
No Parking Zone	\$40.00
Blocking Fire Plug	\$100.00
Handicap Parking Violation	\$200.00

SECTION 2: SPEEDING				
Speed	Code	Fine	Assessments	Total
0 to 10 mph	63-3-501	\$60.00	\$118.00	\$178.00
11 to 20 mph		\$65.00	\$128.00	\$193.00
21 to 30 mph		\$70.00	\$138.00	\$208.00
31 and above		\$99.00	\$148.00	\$247.00

SECTION 3: OTHER				
Offence	Code	Fine	Assessments	Total
Altered D/L	63-1-60	\$95.00	\$118.00	\$213.00
Careless Driving	63-3-1213	\$50.00	\$128.00	\$178.00
Child Restraint	63-7-301	\$25.00	\$118.00	\$143.00
DUI 1 st	63-11-30	\$750.00	\$361.00	\$1,111.00
DUI 2 nd	63-11-30	\$900.00	\$361.00	\$1,261.00
Fail to yield blue lights & siren	63-3-809	\$60.00	\$118.00	\$178.00
Fail to yield right of way	63-3-1003	\$60.00	\$118.00	\$178.00
Failure to Dim	63-7-33	\$60.00	\$118.00	\$178.00
Following too close	63-3-619	\$60.00	\$118.00	\$178.00
Improper equipment	63-7-1	\$60.00	\$118.00	\$178.00
Improper turn	63-3-703	\$60.00	\$118.00	\$178.00
Leaving the scene/accident	63-3-401	\$185.00	\$118.00	\$303.00
No Headlights	63-7-11	\$60.00	\$118.00	\$178.00
No Helmet	63-7-64	\$60.00	\$118.00	\$178.00
No or expired license	63-1-5	\$425.00	\$118.00	\$543.00
No or improper tag	27-19-131	\$90.00	\$139.25	\$229.25
No insurance	63-15-4	\$100.00	\$338.00	\$438.00
No seat belt	63-2-1	\$25.00	\$27.00	\$52.00
No truck zone	27-153	\$70.00	\$118.00	\$188.00
Obstructing Traffic	97-35-25	\$70.00	\$118.00	\$188.00
Passing stopped school bus	63-3-615	\$310.00	\$118.00	\$428.00
Ran red light / stop sign	63-3-309	\$60.00	\$118.00	\$178.00
Reckless driving	63-3-1201	\$99.00	\$128.00	\$227.00
Suspended D/L	63-1-57	\$425.00	\$118.00	\$543.00
Suspended D/L 2 or more	63-1-57	\$500.00	\$118.00	\$618.00
Suspended D/L, DUI	63-11-40	\$475.00	\$361.00	\$836.00
Switched tag	27-19-131	\$100.00	\$139.25	\$239.25
Tint law	63-7-59	\$100.00	\$118.00	\$218.00
Wrong way on one way	63-3-605	\$60.00	\$118.00	\$178.00

POLICE & COURTS

SECTION 3: OTHER (CONTINUED...)				
Offence	Code	Fine	Assessments	Total
Concealed weapon	97-37-1	\$375.00	\$169.25	\$544.25
Disorderly conduct breach of peace	97-35-7	\$275.00	\$169.25	\$444.25
Disorderly conduct fail to obey	97-35-7	\$425.00	\$169.25	\$594.25
Disorderly conduct w/ business	97-35-5	\$425.00	\$169.25	\$594.25
Disturbing the peace	97-35-15	\$275.00	\$169.25	\$444.25
False identifying information	97-9-79	\$525.00	\$169.25	\$694.25
Gambling	97-33-1	\$175.00	\$169.25	\$344.25
Larceny less than trespass	97-17-61	\$500.00	\$169.25	\$669.25
Littering	97-15-29	\$150.00	\$139.25	\$289.25
Loud music in vehicle – DTP	97-35-13	\$275.00	\$169.25	\$444.25
Petit larceny	97-17-43	\$500.00	\$169.25	\$669.25
Possession alcohol by minor	67-1-81(2)	\$250.00	\$169.25	\$419.25
Possession marijuana	41-29-139	\$250.00	\$169.25	\$419.25
Possession marijuana in vehicle	41-29-139	\$775.00	\$169.25	\$944.25
Possession open container	1997-02; sec	\$125.00	\$169.25	\$294.25
Possession paraphernalia	41-29-139	\$275.00	\$169.25	\$444.25
Public drunk	97-29-47	\$100.00	\$169.25	\$269.25
Public profanity	97-29-47	\$100.00	\$169.25	\$269.25
Resisting arrest	97-9-73	\$275.00	\$169.25	\$444.25
Shoplifting 1 st	97-23-93	\$750.00	\$169.25	\$919.25
Shoplifting 2 nd	97-23-93	\$950.00	\$169.25	\$1119.25
Simple assault	97-3-7	\$425.00	\$169.25	\$594.25
Soliciting without a permit	75-85-19	\$150.00	\$169.25	\$319.25
Trespassing	97-17-97	\$275.00	\$169.25	\$444.25

Fees with a code reference are subject to change by Mississippi State Law.

FINANCE AND ADMINISTRATION

The Department of Finance and Administration is the office of the Director of Finance/City Clerk. Appointed by the Mayor and Board of Alderman, the Clerk is the custodian of the City's Official Seal and responsibility as record keeper of the Official Minutes of the Mayor and Board of Alderman, City Ordinances and all public records relating to City Government. The Department is the "Financial Hub of the City" which oversees the collections of all City funds and the administrator of the City's Municipal Budget.

SECTION 1: GOLF CART REGISTRATION

New Golf Cart Registration	\$100.00
Replacement Golf Cart Registration Decal	\$5.00

SECTION 2: GENERAL

Privilege Licenses	See Mississippi §27-17-9
Temporary Vendor Applications	See Mississippi §21-19-35
Vehicle for hire (Taxi) operator's licenses	See Mississippi §21-27-131
Bus Drivers License	See Mississippi §21-27-151
Document Filing Fee (MDAH)	See Mississippi §25-60-1

Fees with a code reference are subject to change by Mississippi State Law.

VERSION 3

SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT

The Sanitation and Environmental Services Department collects residential garbage and provides commercial dumpster service within the city. The city consists of two collection zones which focuses on solid waste services for our residential customers.

SECTION 1: CONTAINER SCHEDULE FEE						
Container Size	1-Weekly	2-Weekly	3-Weekly	4-Weekly	5-Weekly	6-Weekly
2 Cubic Yards	\$45	\$85	\$125	\$165	\$205	\$245
4 Cubic Yards	\$60	\$120	\$180	\$240	\$300	\$360
6 Cubic Yards	\$80	\$160	\$240	\$320	\$400	\$480
8 Cubic Yards	\$100	\$200	\$300	\$400	\$500	\$600

Commercial sanitation fees are charged monthly.

SECTION 2: RATES	
Commercial Rates	
Basic Commercial Pickup	\$30.00
Residential Rates	
Basic Residential Pickup	\$17.75

VERSION 3

AIRPORT

Starkville / Oktibbeha County Airport is a city-owned, public-use airport located three nautical miles southwest of the central business district of Starkville. The airport, also known as George M. Bryan Field, was named in honor of World War II veteran and Starkville native George Martin Bryan.

SECTION 1: GENERAL	
Repair Callout Fee (After Hours)	\$75.00
Temporary Hanger Use (Overnight)	\$25.00

VERSION 3



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: May 3, 2022
PAGE: 1

SUBJECT: Consideration of approving the interlocal TAP grant agreement with Mississippi State to continue the bike and pedestrian path along Highway 182 to Collegeview Street .

AMOUNT & SOURCE OF FUNDING: 80/20 match with MDOT and split the 20% matching with MSU

FISCAL NOTE: This is a \$1.625 million dollar grant with \$1.3 million being paid by MDOT and the remainder to be divided between the interlocal parties.

AUTHORIZATION HISTORY: This is a project like the previous ones such as the Locksley Way and Linkages project that have created bike and pedestrian alternative transportation access throughout the city.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of entering into the interlocal agreement with MSU for the TAP grant Federal Aid Project No. STP-0500-00 LPA 108794.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
STARKVILLE, MISSISSIPPI, AND MISSISSIPPI STATE UNIVERSITY
FEDERAL AID PROJECT NO. STP-0500-00 (015) LPA 108794**

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is executed by and between STARKVILLE, MISSISSIPPI (the "City"), and MISSISSIPPI STATE UNIVERSITY (the "University") effective as of the ____ day of _____, 2022.

WITNESSETH

WHEREAS, Miss. Code Ann. § 17-13-7 authorizes local governmental units of the State to contract with one another for joint or cooperative action to provide services and facilities; and

WHEREAS, the University and City (sometimes collectively "the Parties") are authorized to enter into this Agreement pursuant to Miss. Code Ann. § 17-13-7, and independently and cooperatively to exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

WHEREAS, the City and University desire to enter into an Interlocal Agreement for the purpose of constructing a multi-use path from Collegeview Drive to Old West Point Road ("Collegeview Connector Project" or "Project"); and

WHEREAS, the University has applied for and received Federal Transportation Alternative Funds to design and construct the Project; and

WHEREAS, the University reasonably estimates that the total cost of designing and constructing the multi-use path will be \$1,625,000.00, with \$1,300,000.00 coming from Federal Transportation Alternative Funds and the remainder of the cost being split between the Parties; and

WHEREAS, the Parties have determined that it is in their best interest to take action as may reasonably be necessary to facilitate and accelerate the construction of the Project because the Project will provide and improve pedestrian and alternative transportation routes in their jurisdictions; and

WHEREAS, the Parties have found that the construction of the Project is feasible, beneficial, and within the financial resources of the Parties, and will benefit the Parties, and in turn, the general public; and

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **PURPOSE.** This Agreement establishes the protocol and defines the responsibilities and obligations of the Parties in connection with their joint and cooperative efforts to complete the Project. The University proposes to construct the Project with federal funds outlined above. The Parties agree to split the remaining costs as outlined below. The University will oversee all aspects of the construction of the project.

2. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The University agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.
2. To complete design plans for the Project. This will include all activities and documents normally associated with design of a federal transportation alternatives project.
3. To provide construction management for the Project.
4. To advertise for bids, receive bids, open bids, and award a contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the University.
6. To manage the engineering, bidding, and construction process in a manner that furthers the purpose of this Agreement.
7. To provide an equal one-half (1/2) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-half (1/2) share of preliminary engineering costs.
8. To require the Project contractor to: (1) list the City as a “co-owner” on the Project performance bond; and (2) execute a Letter of Assurance in favor of the City in the form attached and incorporated herein as Exhibit A.

B. The City hereby covenant, warrant and agree as follows:

1. To assist the University in every reasonable and appropriate manner by providing the University with financial, statistical, and other records and reports as may be requested or required by

state and federal regulations or guidelines for the Project.

2. To grant the University any and all temporary licenses and/or permits along the Project route to allow the design and construction of the Collegeview Connector.
3. To provide one-half (1/2) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-half (1/2) share each of preliminary engineering costs.

3. AMENDMENTS. This Agreement may only be amended in writing as mutually agreed upon by the Parties.

4. DISPOSITION OF PROPERTY. Throughout the operation of this Agreement, and following its expiration, all property attendant to the Project shall remain the property of the original owner.

5. SEVERABILITY. Should any provision of this Agreement be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

6. AUTHORITY. Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Miss. Code Sec. § 17-13-7.

SO EXECUTED AND AGREED THIS _____ DAY OF _____, 2022.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____
Dr. Mark Keenum, President

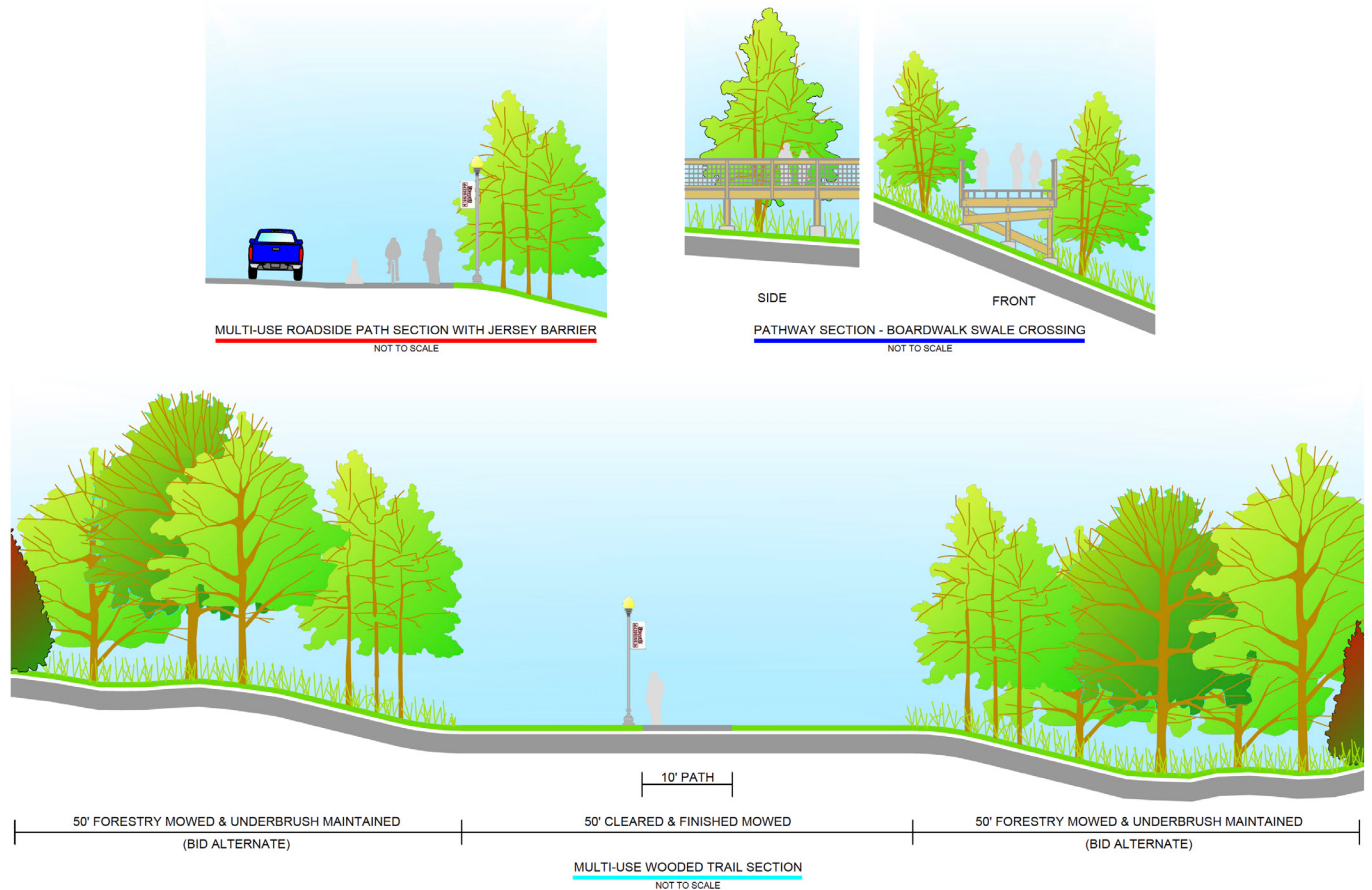


Proposed CollegeView Connector Plan

The proposed corridor will offer a much-needed bicycle and pedestrian connection from the BUILD grant to the MSU campus and provide a wooded trail atmosphere unlike anything in the Starkville and MSU area. The bicycle and pedestrian connections will connect expansive bicycle and pedestrian networks, including the HWY 182 corridor to the broader campus network and to the University Drive bicycle and pedestrian network. The proposed cross section on the MSU parcel includes a 50 feet wide clear zone with understory clearing for 50 additional feet on either side of the clear zone. This 150-foot-wide corridor will be scenic, open, and safe for all that utilize the path. For the portion of the path along HWY 182, when right-of-way (ROW) and topography do not allow, the path will be separated from the HWY 182 travel lanes by a jersey barrier. To further enhance safety, lighting is being proposed along the entire path.

Evidence of Eligibility:

Mississippi State University is the applicant and an eligible project sponsor per 23 U.S.C. 133(h)(4)(B). Our planned design and construction of an on-and off- road trail facility for all modes of non-motorized transportation that will provide a safe route for non-drivers all the while creating a vegetation management opportunity that removes and prevents invasive species meets multiple Transportation Alternative eligible activities as defined in 23 U.S.C. 133(h) Fast Act 1109.



Proposed CollegeView Connector Sections

Environmental Review:

The section of this project that falls within the MDOT right-of-way parallels and is immediately adjacent to HWY 182, therefore no environmental impacts are expected. The section of this project that is on MSU property traverses a densely wooded parcel that includes a dry stormwater conveyance channel draining to the north with two feeder channels from the east and under HWY 12. The proposed path is designed to perpendicularly cross the drainage channel via an elevated boardwalk to minimize any impacts. All portions of the project are in Floodplain Zone X.

The woodland patch consists of a mix of native hardwoods and cedar and non-native invasive understory plant material. For the designed corridor, effort will be made to preserve native tree species and clear/thin non-native understory plant material. No negative impact is anticipated on native or protected flora or fauna.

While no impacts are expected at this time, if during design or construction issues or concerns surface, the project team will respond expeditiously to understand, communicate and resolve the matter. All federal, state, and local environmental regulations and procedures will be followed.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: May 3, 2022
PAGE: 1

SUBJECT: Consideration of advertising for proposals for redistricting based on the finalization of the annexation and the 2020 Census numbers.

AMOUNT & SOURCE OF FUNDING: budgeted 001-120-600-300 under professional services

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval advertising for proposals to redistrict the City of Starkville based on the final annexation court decree and the 2020 census.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: May 3, 2022
PAGE: 1

SUBJECT: Consideration of rescinding the eighth resolution of the City of Starkville passed in September of 2021.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board passed the eighth resolution in September, 2021 in response to the COVID pandemic. The CDC has now said that COVID has entered an endemic state and as such extraordinary measures associated with the resolution are appropriate for rescission.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of rescinding the eighth resolution of the City of Starkville effective immediately.

**EIGHTH RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MISSISSIPPI, 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**

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization 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, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic, which has been henceforth re-adopted by the Mayor and Board of Aldermen on a monthly basis; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen, ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency and for the Control of Infectious and Contagious Diseases and Related Purposes, related to the COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, since March 20, 2020, the Governor has issued a series of Executive Orders containing rules, regulations, and guidelines for the control of contagious and infectious diseases and for the protection of public health and welfare related to the COVID-19 pandemic; and

WHEREAS, since March 20, 2020, the City of Starkville, Mississippi, through the Mayor and Board of Aldermen, has issued a series of Resolutions declaring additional rules, regulations, and guidelines for the control of contagious and infectious diseases and for the protection of public health and welfare related to the COVID-19 pandemic; and

WHEREAS, the City of Starkville has reviewed the restrictions imposed by its Resolution adopted March 20, 2020, as well as subsequent Resolutions adopted by the City, including this Resolution, and has found those restrictions do not conflict with the terms of any Executive Order entered by the Governor; and

WHEREAS, nothing in the Governor's Executive Orders limits or alters the City of Starkville from adopting orders, rules, regulations, resolutions, and actions that are more strict than the Governor's Executive Orders provided that they do not impose restrictions that prevent any Essential Business Operations as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, the emergence and risk of the spread of COVID-19 within Mississippi, particularly as it relates to the highly contagious Delta Variant, continues to constitute a public emergency that has resulted in substantial injury or harm to life and health within Mississippi, and in the City of Starkville, and COVID-19 has been detected in a substantial number of individuals in counties all over the State, including Oktibbeha County, Mississippi, and specifically within the City of Starkville's workforce; and

WHEREAS, the State of Mississippi and the City of Starkville continue to be adversely affected by the outbreak of COVID-19, and there exists a continued threat to the public's safety, the operations of the City, and the social and economic welfare of this City, County, and State; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, the City of Starkville faces additional difficulties because of its large transient student population, such as a possible undercount of positive Oktibbeha County COVID-19 cases caused by students seeking medical attention near their permanent residence and/or through their parents' health insurance; and

WHEREAS, Sections 45-17-3 and 33-15-17(d) of the Mississippi Code allows the City to proclaim local civil emergencies if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to

persons to such an extent that emergency measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville, and operations of the City; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville, after declaration of civil emergency and in the interest of the public safety and welfare, to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce the same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation to protect the health and lives and to enhance the general welfare of the community by restricting such movement of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same; and

WHEREAS, *Jacobson v. Commonwealth of Mass.*, 197 U.S. 11 (1905), allows the City of Starkville to regulate the use of COVID-19 vaccines for its employees in order to safeguard the public health, safety, and welfare of the municipality, including the City's ability to operate and provide municipal services; and

WHEREAS, on August 23, 2021, the U.S. Food and Drug Administration approved the Pfizer-BioNTech COVID-19 vaccine for the prevention of COVID-19 disease in individuals 16 years of age and older; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first case of COVID-19 in Mississippi, and as of August 29, 2021, there were at least 435,611 confirmed cases in Mississippi of COVID-19, which have resulted in at least 8,361 deaths, and additional positive tests are anticipated; and

WHEREAS, as of August 29, 2021, there have been at least 6,245 confirmed cases of COVID-19 in Oktibbeha County, which have resulted in at least 111 deaths, and additional positive tests are anticipated; and

WHEREAS, from August 3, 2021 through August 16, 2021, there have been at least 1,246 confirmed cases in Oktibbeha county of COVID-19, which is an incidence rate up 12% from previous time periods; and

WHEREAS, as of August 31, 2021, there were 0 available ICU beds and 0 medical/surgical beds available at Oktibbeha County Hospital; of the ICU beds, 6 were occupied with people with COVID-19; and there were 17 total patients diagnosed with COVID-19 at OCH; out of the 17 total patients, 15 were unvaccinated and 2 were vaccinated; COVID patient days in August show 8% were vaccinated and 92% were unvaccinated; and

WHEREAS, in August 2021, thirty-five (35) City of Starkville employees missed work for COVID-19 related absences at a cost to the City of \$36,978.90 in overtime pay; and

WHEREAS, the employees of the City of Starkville are at will employees who serve at the will and pleasure of the Starkville Board of Aldermen and may be discharged by the Board of Aldermen at any time either with or without cause; and

WHEREAS, the Mayor and Board of Aldermen recognize and find that, according to statistics and guidelines published by the Mississippi State Department of Health, the effect COVID-19 is having on the City's workforce and the City as a whole, and in consultation with local medical professionals, protective measures are still needed to "flatten the curve," protect the health, safety, and welfare of Starkville's citizens, alleviate stress on the health infrastructure in Starkville and Oktibbeha County, and protect the health of the City's workforce and promote citizen trust through the continued, reliable and safe operation of municipal services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City adopts the COVID-19 Vaccination Policy for City Employees, attached and incorporated as Exhibit "A," as if fully set forth herein.

Section 2: The City, in consultation with the Oktibbeha County Emergency Management Coordinator, local health care professionals, and with consideration for national and State guidance, shall continuously monitor conditions to determine certain milestones, peaks, and trajectories for the presence of COVID-19 in the Starkville, Oktibbeha County, and local Mississippi State University communities, along with the City's workforce, and shall

change restrictions and requirements in a phased manner as needed, or as they determine to be appropriate under circumstances presented to the City, upon consideration and approval by the Board of Aldermen. In the event a later peak in active COVID-19 cases is identified, the Mayor and Board shall consider whether further restrictions are necessary.

Section 3: The Mayor is empowered and authorized to interpret the terms of this Resolution, and any Policy incorporated and referenced herein. This Resolution shall be enforced through the City's Human Resources Department and Starkville Board of Aldermen.

Section 4: The City may issue such other orders as are necessary for the protection of life and liberty.

Alderman _____ moved for adoption of the Resolution, which motion was seconded by Alderman _____, said Resolution having been introduced in writing at a specially called meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on September 7, 2021, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

Alderman Ben Carver voted:	_____
Alderman Sandra Sistrunk voted:	_____
Alderman Jeffrey Rupp voted:	_____
Alderman Michael Brooks voted:	_____
Alderman Hamp Beatty voted:	_____
Alderman Roy A.' Perkins voted:	_____
Alderman Henry Vaughn voted:	_____

D. Lynn Spruill

Mayor of the City of Starkville, Mississippi

Attest: Lesa Hardin

City Clerk, City of Starkville, Mississippi



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 05-3-22
PAGE: 1

SUBJECT: Consideration of rescinding the paid parking solution for public parking areas of the City beginning at Montgomery Street East along corridors with retail and mixed-use development and terminating the contract with ParkMobile.

**REQUESTING
DEPARTMENT:** Alderman

**DIRECTOR'S
AUTHORIZATION:** Alderman Ben Carver

FOR MORE INFORMATION CONTACT: Alderman Ben Carver

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move Approval to rescind the paid parking solution for public parking areas of the City beginning at Montgomery Street East along corridors with retail and mixed-use development and terminating the contract with ParkMobile.



ParkMobile Service Agreement

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and City of Starkville, a Mississippi municipality, with offices at 110 W Main St, Starkville, MS 39759 ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS

Client		ParkMobile	
Legal Name:	City of Starkville	Legal Name:	Parkmobile, LLC
Contact:	Lynn Spruill	Sales Rep:	Brooke Bustle
Email:	l.spruill@cityofstarkville.org	Email:	brooke.bustle@parkmobile.io
Phone:		Phone:	850-321-2074
Address:	City of Starkville 110 W Main St Starkville, MS 39759	Address:	Parkmobile, LLC 1100 Spring St. NW Suite 200 Atlanta, GA 30309
		For legal notices:	with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io .

SERVICE TERMS

Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On-Demand
Initial Term	3 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.15 + 3% of the total transaction amount per transaction for this service. ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.
Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All Client locations

Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Mississippi
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form

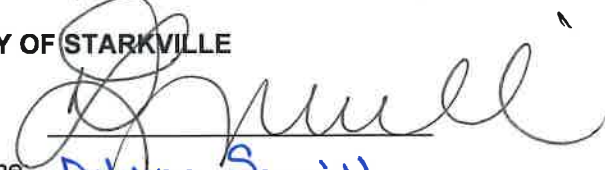
IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$250.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	\$0.35	per transaction

The parties have executed this Agreement as of the Effective Date.

CITY OF STARKVILLE

By: 
 Name: D. Lynn Spruill
 Title: Mayor
 Date: 11-17-2021

PARKMOBILE, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

**SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS**

1. SERVICES

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Reserved.**
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.
- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.
- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.
- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any

other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2 Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3 Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1 Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or

(iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.15 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Reserved.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 Fee Increases. ParkMobile may increase Fees for any contract year, by providing written notice to Client at least sixty (60) calendar days written notice.

7.7 Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. RESERVED.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY

OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. RESERVED

12. GENERAL TERMS

12.1 Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted

or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Mississippi, United States of America (including its statutes of limitations).

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.9 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any

Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation

parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

**SCHEDULE 2: SERVICES
ON-DEMAND PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 3, 2022
PAGE: Page 1 of 8

SUBJECT:

Discussion and consideration of FP 22-07 a request for Final Plat approval for subdivision plat "Lot 23 & Lot 21, Block 61" at 409 East Gillespie Street and 408 South Montgomery Street in a TN-E zoning district.

SUMMARY:

The applicants Forest Daniel Templeton and Mary Pat Templeton are requesting approval of final plat "Lot 23 & Lot 21, Block 61". The proposed subdivision is located at 409 East Gillespie Street and 408 South Montgomery Street in a TN-E zoning district with the property numbers 102A-00-146.00 and 102A-00-148.00. The applicant is proposing to add the western 75 feet of 408 South Montgomery Street to the northern portion of 409 East Gillespie Street. The Development Review Committee reviewed the minor subdivision final plat on April 14, 2022. Comments were issued and the plat was revised. The only required infrastructure improvements are to install a portion of sidewalk at 409 East Gillespie Street to meet current sidewalk requirements.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of FP 22-07 a request for Final Plat approval for "Lot 23 & Lot 21, Block 61" at 409 East Gillespie Street and 408 South Montgomery Street in a TN-E zoning district.

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



STAFF REPORT

To: Mayor and Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject: Discussion and consideration of FP 22-07 a request for Final Plat approval for subdivision plat "Lot 23 & Lot 21, Block 61" at 409 East Gillespie Street and 408 South Montgomery Street in a TN-E zoning district.
Date: May 3, 2022

The purpose of this report is to provide information regarding Final Plat request by Forest Daniel Templeton and Mary Pat Templeton for the "Lot 23 & Lot 21, Block 61" subdivision. Two existing lots are located at 409 East Gillespie Street and 408 South Montgomery Street in a TN-E zoning district with the property numbers 102A-00-146.00 and 102A-00-148.00. Please see attachments 1- total number.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the minor subdivision final plat on April 14, 2022.
- The only required infrastructure improvements are to install a portion of sidewalk at 409 East Gillespie Street to meet current sidewalk requirements.

GENERAL INFORMATION

- The proposed subdivision is located at 409 East Gillespie Street and 408 South Montgomery Street in a TN-E zoning district
- The gross acreage is +/- 0.69 with a total of 2 lots. The proposed gross density is 2.94 units per acre.
- All easements and dedications are provided on the final plat.
- Street numbers will remain the same.
- Electrical service is provided by Starkville Utilities.
- Potable water and sanitary sewer utility services is provided by the City.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is a part of a previously platted subdivision. The applicant owns both properties. Therefore, there are no adversely affected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of final plat approval and required signatures on the final plat. One (1) paper copy, a digital copy as a Portable Document Format (PDF), and AutoCAD file of the approved final plat shall be retained in the Planning Department's files. The final plat shall

be filled with the office of the chancery clerk of Oktibbeha County within sixty (60) days or the plat shall be void. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.

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

ZONING DISTRICT INFORMATION

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

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-E
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-E
B1 Front setback	15' or see infill standards
B. Principal Building Setbacks (cont.)	TN-E
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-E
D1 From primary street	See infill standards
E. Height	TN-E
E1 Principal building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	TN-E
F1 Street-facing primary entrance along street	yes

ANALYSIS

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

CONDITIONS OF APPROVAL

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

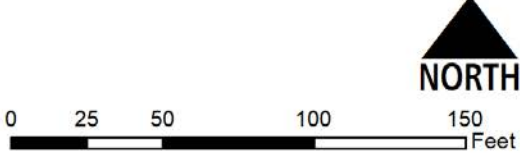
Attachment 1
FP 22-07 Aerial



Legend

 Subject Property

 Parcels

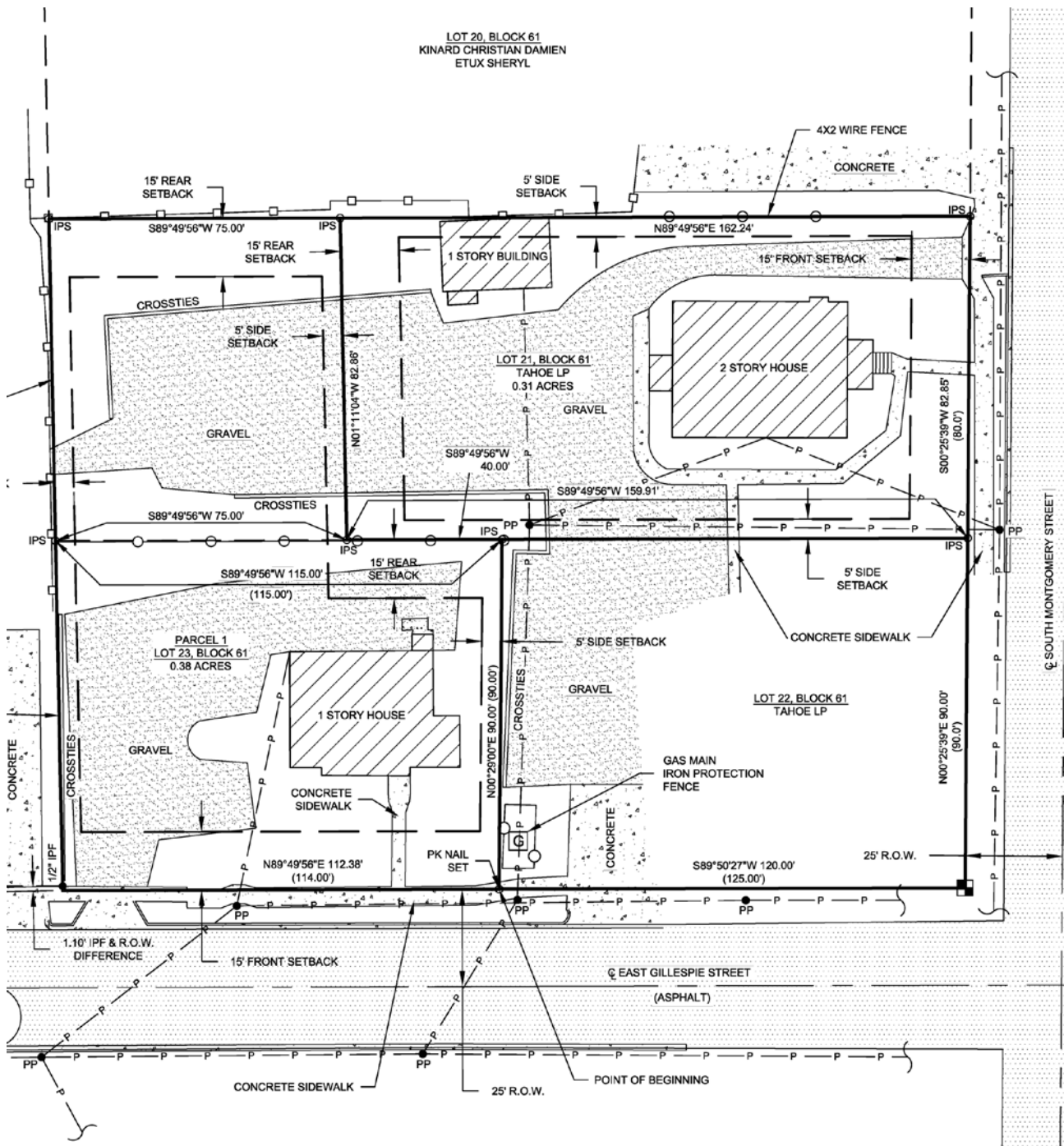


Attachment 2
FP 22-07 Zoning



[illegible]

Attachment 4- Final Plat Enlarged





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 05.03.2022
PAGE: 1

SUBJECT: Consideration of accepting the low bid from Killen Contractors, Inc. in the amount of \$1,581,222.96 for the off-corridor electric project related to the BUILD Grant and authorization to enter into a construction contract with the low bidder pending MDOT and FHWA concurrence.

AMOUNT & SOURCE OF FUNDING : BUILD Grant 80%, City of Starkville 20%

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

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

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Overview of the project

A bid opening was held at 9am on Tuesday, April 26 and we received a total of 4 bids. A full bid tabulation is attached and a summary is provided below:

Weaver Electric Corp. - \$2,010,979.92
MDR Construction, Inc. - \$2,441,158.99
Southern Electric Corp. - \$2,571,880.14
Killen Contractors, Inc. - \$1,581,222.96

It is hoped that this project will start construction in the next 60-90 days, depending on material availability and delivery. A full schedule will be provided after contracts have been executed and the preconstruction conference has been held.

SUGGESTED MOTION: Consideration of accepting the low bid from Killen Contractors, Inc. for the off-corridor electric project related to the BUILD Grant and authorization to enter into a construction contract with the low bidder pending MDOT and FHWA concurrence.



April 27, 2022

Sent by Email

Mr. Edward Kemp, General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: Tabulation of Bids and Bid Recommendation
Construction of Highway 182 Off-Corridor 13 kV Electric Distribution Improvements

Edward,

Please find enclosed a certified tabulation of bids received by the City of Starkville Utilities on April 26, 2022 for **Construction of the Highway 182 Off-Corridor 13 kV Electric Distribution Improvements**. Killen Contractors, Inc. submitted the lowest bid of four (4) bids received. I recommend that the City of Starkville award the contract for **Construction of the Highway 182 Off-Corridor 13 kV Electric Distribution Improvement** in the amount of \$1,581,222.96 to Killen Contractors, Inc. This bid is within the project engineering estimate of \$1,617,824.00.

I have also attached a copy of the "Notice of Award" for this Project. Should the City of Starkville choose to approve the Project, please have the proper person execute the Notice of Award and email me back a copy of the Notice of Award. As soon as I receive the executed copies of the "Notice of Award", I will forward a copy of the "Notice of Award" along with the "Contracts for Construction" to the contractor for execution by his company.

In the meantime, feel free to contact me if you have any questions.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

William D. Gent, P.E.
Vice-President

Enclosures

C: Project File 101E3135

CITY OF STARKVILLE UTILITIES
STARKVILLE, MS



TABULATION OF BIDS
CONSTRUCTION OF HIGHWAY 182 OFF-CORRIDOR ELECTRICAL DISTRIBUTION IMPROVEMENTS
A&G PROJECT #101E3135

BIDDER	CERTIFICATE OF RESPONSIBILITY	ALL ADDENDA ACKNOWLEDGED	BID BOND	BID AMOUNT	CORRECTED BID AMOUNT	NOTES
WEAVER ELECTRIC CORP.	18960-MC	YES	5%, OLD REPUBLIC SURETY COMPANY	\$1,996,863.39	\$2,010,979.92	Bid had Calculation errors, Refer to below Note.
MDR CONSTRUCTION, INC.	06440-SC	YES	6%, BOTTRELL INSURANCE.	\$2,441,158.99		
SOUTHERN ELECTRIC CORP.	09269-MC	YES	5%, RLI INSURANCE CO.	\$2,571,953.58	\$2,571,880.14	Bid had Calculation errors, Refer to below Note.
KILLEN CONTRACTORS, INC.	11266-SC	YES	5% GRANITE RE, INC.	\$1,571,437.86	\$1,581,222.96	Bid had Calculation errors, Refer to below Note.

NOTE: Even though the bids had mathematical errors, these errors did not alter the outcome of the bids - the lowest bidder is still the lowest of all bids received.

I hereby certify that this is a true and correct tabulation of the proposals for Construction of Highway 182 Off-Corridor Electrical Distribution Improvements received on April 26, 2022.

William D. Gent, P.E.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 05.03.2022
PAGE: 1

SUBJECT: Consideration of acceptance of the low bid for the 2022 Street Improvement Project from Falcon Contracting and authorizing the mayor to execute a construction contract.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Mary Williams

Attached is the Board approved listing of the 2022 Street Improvement project.

This project has been advertised and bids were received on Thursday, April 21 at 9am. A full bid tabulation is attached and summary is below.

Falcon Contracting:	\$1,323,634.20
APAC:	\$1,561,135.50

SUGGESTED MOTION: Move approval of accepting of the low bid for the 2022 Street Improvement Project from Falcon Contracting and authorizing the Mayor to execute a construction contract.



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

2022 STREET IMPROVEMENT PROJECT

1/20/2022

Street Project	Project Limits		Length	Width	Work Type
	(from)	(to)			
ROADWAY MAINTENANCE PROJECTS-PRIORITY 1					
Garrard	Hwy 25	City Limits (West)	6200	20	Overlay and Striping
Garrard	Reed	Jackson	5264	25	Patching, Overlay, Striping
Hollywood	Stark	Cul-de-sac	487	45	Patching, Overlay, Striping
Jackson	Main	Hwy 12	3350	44	Patching, Overlay, Striping
Mangrove Palm	Plum	Dogwood	1246	28	Patching, Overlay
Oak Ridge	Shadowood	Dead End	962	33	Patching, Overlay
Spruce	Plum	Douglas McArthur	1180	28	Patching, Overlay
University	OWP Bridge	Hwy 12 Bridge	3498	40	Patching, Milling, Overlay, Striping
Wedgewood	Montgomery	Dead End	680	24	Patching, Overlay
		Total	4.33	miles	

Indicates change from original plan

Montgomery	Laurel Hill	Pinewood	3215	22	Overlay and Striping
Total			0.61	miles	

Added after project was advertised



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

CITY OF STARKVILLE- 2022 STREET IMPROVEMENT PROJECT

Bid Tabulation
April 21, 2022

				Falcon Contracting Co., Inc.		APAC	
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension
00202-B	Removal of Thermoplastic Legend (4" Wide) by Grinding Method	100.0	LF	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00
00403-A	Surface Course SC-1 (Base Repair)	9500.0	SY/IN	\$ 17.00	\$ 161,500.00	\$ 40.00	\$ 380,000.00
00403-B	Surface Course SC-1 (Leveling)	100.0	TON	\$ 149.00	\$ 14,900.00	\$ 190.00	\$ 19,000.00
00403-C	Surface Course SC-1 (Overlay)	5300.0	TON	\$ 149.00	\$ 789,700.00	\$ 160.00	\$ 848,000.00
00406-A	Cold Milling of Asphalt Pavement (0" - 4" Thick)	29852.0	SY	\$ 7.00	\$ 208,964.00	\$ 6.00	\$ 179,112.00
00613-A	Adjustment of Manhole Cover Utility Appurtenances (Various Sizes)*	25.0	EA	\$ 200.00	\$ 5,000.00	\$ 200.00	\$ 5,000.00
00613-B	Adjustment of Water Valve Cover Appurtenances (Various Sizes)*	59.0	EA	\$ 50.00	\$ 2,950.00	\$ 150.00	\$ 8,850.00
00625-A	4" Parking Space Painted Stripe (White)	2831.0	LF	\$ 2.00	\$ 5,662.00	\$ 1.50	\$ 4,246.50
00625-B	4" Parking Space Painted Stripe (Yellow)	100.0	LF	\$ 2.00	\$ 200.00	\$ 1.50	\$ 150.00
00625-C	Painted Legend (White)	100.0	SF	\$ 5.00	\$ 500.00	\$ 4.50	\$ 450.00
00625-D	Painted Directional Arrows (White)	4.0	EA	\$ 200.00	\$ 800.00	\$ 175.00	\$ 700.00
00626-A	4" Thermoplastic Traffic Stripe (Continuous White - 90 mil)	11581.0	LF	\$ 1.20	\$ 13,897.20	\$ 1.00	\$ 11,581.00
00626-B	4" Thermoplastic Traffic Stripe (Skip White - 90 mil)	230.0	LF	\$ 1.20	\$ 276.00	\$ 1.00	\$ 230.00
00626-C	4" Thermoplastic Traffic Stripe (Double Continuous Yellow - 90 mil)	13962.0	LF	\$ 2.50	\$ 34,905.00	\$ 2.00	\$ 27,924.00
00626-D	24" Thermoplastic Stop Bar (White - 120 mil)	1186.0	sf	\$ 20.00	\$ 23,720.00	\$ 18.00	\$ 21,348.00
00626-E	Thermoplastic Legend (White)	3008.0	sf	\$ 20.00	\$ 60,160.00	\$ 18.00	\$ 54,144.00
				Total:	\$ 1,323,634.20	Total:	\$ 1,561,135.50
				LOW BID			

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension
Alternate 1	Replace Pay Item 00403-C Surface Course SC-1 (Overlay) with an asphalt mix containing aggregates of limestone (between 60% and 70%) and recycled asphalt (no more than 20%)	5300.0	TON	\$ 175.00	\$ 927,500.00	\$ 181.00	\$ 959,300.00



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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 05.03.2022
PAGE: 1

SUBJECT: Consideration of approval of the revised BUILD Grant agreement and authorization for the Mayor to execute the final version after approval from FHWA and MDOT.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

A final draft of the revised BUILD Grant agreement is attached. This document outlines the responsibilities, timelines, funding and the procedural requirements set by FHWA. The review and approval process has taken approximately 4-5 months so some of the costs and estimates are outdated but it included the most up to date information at the time of initial draft.

The primary changes from the original grant agreement and this version include:

- Incorporation of the updated pricing based on PS&E final estimate
- Incorporation of the Maxxsouth Utility agreement to relocate their overhead lines into the underground duct bank
- Revised dates based on time extension granted due to COVID-19

Approval of this document is necessary to proceed with the project and be given authorization to advertise for the on-corridor project.

SUGGESTED MOTION: Move for approval of the revised BUILD Grant agreement and authorization for the Mayor to execute the final version after approval from FHWA and MDOT.

U.S. DEPARTMENT OF TRANSPORTATION

SECOND AMENDED AND RESTATED GRANT AGREEMENT UNDER THE FISCAL YEAR 2019 BUILD TRANSPORTATION GRANTS PROGRAM

This agreement is between the United States Department of Transportation (the “**USDOT**”), and the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (the “**Recipient**”), and the City of Starkville, Mississippi (the “**First-Tier Subrecipient**”).

This agreement reflects the selection of the First-Tier Subrecipient to receive a BUILD Grant for the MS 182 / MLK Corridor Revitalization Project.

The parties want the First-Tier Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The USDOT, Recipient, and First-Tier Subrecipient executed an amended and restated grant agreement on March 11, 2022 (the “First Amended and Restated Grant Agreement”). The parties want to replace that grant agreement with an amended and restated grant agreement.

The parties therefore amend and restate the grant agreement to read in its entirety as follows:

Article 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2019 BUILD Transportation Grants Program: FHWA Projects dated October 12, 2021 which is available at <http://go.usa.gov/xMsXR>. Articles 8 – 24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2

APPLICATION, PROJECT, AND AWARD

- 2.1 Application.** The application for funding was dated July 12, 2019 and titled “MS 182 / MLK Corridor Revitalization Project.” It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

- 2.2 Project.** In this agreement, the “**Project**” means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.

2.3 Federal Award and Federal Obligation.

- (a) As described in attachment A, this project consists of a Base Phase for Preliminary Engineering and an Option Phase 1 for construction of the MS 182 / MLK Corridor Revitalization Project.

- (b) The USDOT hereby awards a BUILD Grant to the Recipient in the amount of \$12,655,840 for the base phase and all option phases.

- (c) This agreement obligates funds in the amount of \$9,956,730 for eligible cost on Option Phase 2 – Roadway Construction.

2.4 Award Dates.

Budget Period End Date: March 31, 2026

- 2.5 Urban or Rural Designation.** The USDOT hereby designates this to be an award to a project in a rural area.

- 2.6 Federal Award Identification Number.** The Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS

Article 3

SUMMARY PROJECT INFORMATION

- ### 3.1 Summary of Project's Statement of Work. (See Attachment A for additional details).

The project will revitalize MS Highway 182/MLK Drive by adding ADA-compliant sidewalks, bike lanes, pedestrian lighting, high-speed broadband access, and green infrastructure to mitigate flooding and revitalize brownfields.

- ### 3.2 Project's Estimated Schedule.

Milestone	Schedule Date
Base Phase: Preliminary Engineering	
Actual Preliminary Engineering Start Date:	4/16/2020
Actual NEPA Completion Date:	3/31/2021
Option Phase 1: Electrical Utility Relocation Construction Project	
Actual Electrical Utility Relocation Construction Project Agreement & Plans Approval Date /Authorization Approval Date:	3/14/2022
Planned Electrical Utility Relocation Construction Project Start Date:	6/1/2022
Planned Electrical Utility Relocation Construction Project Completion Date:	12/31/2023
Option Phase 2: Roadway Construction Project	
Planned Roadway Construction Project Plan, Specification, & Estimate (PS&E) Assembly Approval Date / Construction Authorization Approval Date:	6/1/2022
Planned Roadway Construction Project Start Date:	11/1/2022
Planned Roadway Construction Project Substantial Completion and Open to Traffic Date:	6/1/2025
Planned Construction Substantial Completion Date (ALL COMPONENTS)	6/1/2025

3.3 Project's Estimated Budget. (See Attachment B for additional details).

Eligible Project Costs	
BUILD Grant Amount:	\$12,655,840
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds: ¹	\$8,301,412

¹ City of Starkville, Mississippi Tax Revenue

Other Funds:	\$0
Total Eligible Project Cost:	\$20,957,252

Article 4 CRITICAL MILESTONE DEADLINES

4.1 Critical Milestone Deadlines.

Milestone	Deadline Date
Recipient converts the FY 2019 BUILD funds as set forth in section 7.4	30 business days after the date of this agreement.
USDOT receives first reimbursement request	February 2, 2021
Construction substantially completed, and project opens to traffic	June 1, 2025

Article 5 PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

 Dun and Bradstreet Data Universal Numbering System No. (the "DUNS No.") of Mississippi Department of Transportation: 809394067 and DUNS No. of City of Starkville, Mississippi: 095707444

5.2 Recipient Contact(s).

Edward Kemp, P.E., P.S.
110 West Main Street
Starkville, MS 39759
City Engineer
e.kemp@cityofstarkville.org
662-323-2525 – Office
662-418-5151 – Cell Phone

5.3 Recipient Key Personnel.

Lee Frederick, P.E.
State LPA Engineer
Mississippi Department of Transportation

Office: 601-359-7031
lfrederick@mdot.ms.gov

5.4 USDOT Project Contact(s).

Jeffrey A. Schmidt, P.E.
Deputy Division Administrator
FHWA – Mississippi Division
100 W. Capitol Street Suite 1062
Jackson, MS
601-965-7349
jeffrey.schmidt@dot.gov

Article 6
USDOT ADMINISTRATIVE INFORMATION

6.1 Payment System.

USDOT Payment System: FMIS

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

Article 7
SPECIAL GRANT TERMS

7.1 Subaward to First-Tier Subrecipient.

- (a) The Recipient hereby awards a subaward to the First-Tier Subrecipient for the purpose described in section 8.1.
- (b) The Recipient and the First-Tier Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the First-Tier Subrecipient.
- (c) For the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

7.2 First-Tier Subrecipient Statements and Responsibilities.

- (a) The First-Tier Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 10.1 and 10.2.
- (b) The First-Tier Subrecipient assumes the Recipient's reporting obligations under articles 14 and 15.

- 7.3 **State Oversight Responsibilities.** For the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.
- 7.4 **Advance Construction (23 U.S.C. 115).** Within 30 business days after the date of final execution of this Agreement, the Recipient and State Department of Transportation must request the FHWA State Division Office to convert the FY 2019 BUILD funds authorized to proceed under the Advance Construction provisions of 23 U.S.C. § 115 for the Base Phase activities in the amount of \$1,500,000. The Division Office will then obligate the FY 2019 BUILD funds per a modified project agreement.
- 7.5 **Base Phase Funds Cancellation. The Recipient and First-Tier Subrecipient acknowledge that, notwithstanding section 11.2 and the budget period end date that is listed in section 2.4, funds obligated under section 2.3(c) are canceled by statute after September 30, 2026, and are then unavailable for any purpose, including adjustments.**



ATTACHMENT A STATEMENT OF WORK

The project will revitalize MS Highway 182/MLK Drive by adding ADA-compliant sidewalks, bike lanes, pedestrian lighting, streetscaping high-speed broadband access, and green infrastructure to improve safety (flood mitigation) and water quality and revitalize brownfields within the area. These activities are within the 1.4-mile segment of MS Highway 182/ Dr. Martin Luther King (MLK) Drive between North Long Street and Old West Point Road in Starkville, Mississippi.

Major Project Activities:

Base Phase: Preliminary Engineering

- Preliminary Engineering – Design
- NEPA Completion
- Final Engineering Design

Option Phase 1 – Electrical Utility Relocation Construction Project

- Final Utility Agreement and Plans Approval
- Utility Relocation Construction along nearby roadway corridors
- Construction Engineering for Utility Relocation Construction

Option Phase 2: Roadway Construction Project

- Plan, Specification & Estimate (PS&E)
- Construction
 - Traffic Control
 - Utilities
 - Mobilization
 - Demolition / Grading
 - Overlay / Reconstruction
 - Landscaping
 - Construction engineering and Inspection

**ATTACHMENT B
ESTIMATED PROJECT BUDGET**

1. Supplementary Fund Source Table(s)

Base Phase (PE) Project Costs	
BUILD Funds:	\$1,259,110
Local Funds ² :	\$314,778
Total:	\$1,573,888
Option Phase 1 (Electrical Utility Relocation Construction) Eligible Costs	
BUILD Funds:	\$1,446,336
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds ³ :	\$361,584
Other Funds:	\$0
Total Eligible Project Cost:	\$1,807,920
Option Phase 2 (Roadway Construction) Eligible Costs	
BUILD Funds:	\$9,950,394
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds ⁴ :	\$7,625,050
Other Funds:	\$0
Total Eligible Project Cost:	\$17,575,444

² City of Starkville, Mississippi Tax Revenue

³ City of Starkville, Mississippi Tax Revenue

⁴ City of Starkville, Mississippi Tax Revenue

2. Cost Classification Table

Cost Classification	Total Costs	Non-BUILD Previously Incurred Cost	Eligible Costs
Preliminary Engineering fees (Preliminary Design, NEPA and Final Design	\$1,573,888	\$0	\$1,573,888
Electrical Utility Relocation Construction Project	\$1,617,824	\$0	\$1,617,824
Contingencies for Electrical Utility Relocation Construction Project	\$161,782	\$0	\$161,782
Construction Engineering for Electrical Utility Relocation Construction Project	\$28,314	\$0	\$28,314
Roadway Construction Project	\$15,021,747	\$0	\$15,021,747
Roadway Construction Project Contingencies	\$751,087	\$0	\$751,087
Construction Engineering for Roadway Construction Project	\$1,802,610	\$0	\$1,802.610
Project Total	\$20,957,252	\$0	\$20,957,252

ATTACHMENT C PERFORMANCE MEASUREMENT TABLE

Study Area: The area to be studied includes MS 182/MLK Drive, between Long Street and Old West Point Road.

Pre-project Measurement Date: May 1, 2022

Pre-project Report Date: July 1, 2022

Project Outcomes Report Date: June 1, 2029

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Average Daily Traffic (ADT)	Economic Competitiveness The total volume of vehicle traffic on a highway or road segment per day as defined by the project study area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of June 1, 2026 June 1, 2027 June 1, 2028	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning August 1, 2026 August 1, 2027 August 1, 2028
Bike and Pedestrian Counts/Trips	Economic Competitiveness Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of June 1, 2026	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning August 1, 2026

Measure	Description and Category of Measure	Measurement Period	Reporting Period
	study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.	June 1, 2027 June 1, 2028	August 1, 2027 August 1, 2028

ATTACHMENT D
MATERIAL CHANGES FROM FIRST AMENDED AND RESTATED GRANT
AGREEMENT

The Recipient requests to authorize/obligate the Option Phase 2 – Roadway Construction project. The Recipient requests to increase the project's total cost from \$18,718,688 to \$20,957,252 due to increased Construction costs and request to update the project schedule.

Scope: No Changes

Schedule: The schedule has changed since Grant Agreement Amendment #1; it was updated based on revisions to the PS&E and changes with Utility Relocation coordination. Therefore, the Approval/Authorization Dates, Planned Start Dates, and Planned Construction Substantial Completion Date for all Components have been adjusted.

The table below provides a summary of schedule changes:

Activity	Grant Agreement Amendment #1 Schedule Date	New Schedule Date
Actual Electrical Utility Relocation Construction Project Agreement & Plans Approval Date /Authorization Approval Date – Option Phase 1	1/4/2022	3/14/2022
Planned Electrical Utility Relocation Construction Project Start Date - Option Phase 1	4/1/2022	6/1/2022
Planned Electrical Utility Relocation Construction Project Completion Date - Option Phase 1	12/31/2023	12/31/2023
Planned Roadway Construction PS&E Approval - Option Phase 2	3/1/2022	6/1/2022
Planned Roadway Construction Start Date (Option Phase 2, formerly Option Phase 1)	6/1/2022	11/1/2022
Planned Roadway Construction Substantial (All Components) Completion Date	12/31/2024	6/1/2025

Budget: Based on the Amended Grant Agreement #1, the total project cost increased from \$18,718,688 to \$20,957,252, for a net increase of \$2,238,564; this is due to cost increases for Utility Relocations and other Construction items.

Phase	Grant Agreement Amendment #1 Budget	New Budget
Base Phase Preliminary Engineering (PE)	\$1,573,888	\$1,573,888

Phase	Grant Agreement Amendment #1 Budget	New Budget
Option Phase 1 – Electrical Utility Relocation Construction	\$1,800,000	\$1,807,920
Option Phase 2 – Roadway Construction	\$15,344,800	\$17,575,444

MATERIAL CHANGES FROM ORIGINAL GRANT AGREEMENT

The Recipient requests to increase the total cost of the project from \$15,819,800 to \$18,718,688. The Recipient also requests to separate the project into two Option Phases to help better facilitate the project; by separating the Construction into two phases, it allows the Recipient to begin the Electrical Utility Relocation component, prior to starting the roadway construction. Due to long lead times with obtaining the electrical equipment, the Recipient needs to separate the phases and allow adequate time for the Electrical Utility relocation work, prior to beginning roadway construction. A new option, Option Phase 1, has been added to obligate BUILD funds for the Electrical Utility Relocation Construction Project. BUILD funds for the Roadway Construction Project will be obligated pursuant to the new Option Phase 2.

Scope: No Changes.

Schedule: The schedule has changed since the Original Grant Agreement to address changes in the construction schedule. Due to the extra time needed to facilitate the approval of the design variance, this caused revisions to the project design and ultimately to the overall project schedule. Therefore, the PS&E Approval Date, Planned Construction Date, and Planned Construction Substantial Completion Date have all been adjusted. The schedule also now accounts for two Option Phases: Option Phase 1: Electrical Utility Relocation Construction and Option Phase 2: Roadway Construction.

The table below provides a summary of schedule changes:

Activity	Original Grant Agreement Schedule Date	New Schedule Date
Planned Electrical Utility Relocation Construction Project Agreement & Plans Approval Date /Authorization Approval Date (new Option Phase 1)	N/A	1/4/2022
Planned Electrical Utility Relocation Construction Project Start Date (new Option Phase 1)	N/A	4/1/2022
Planned Electrical Utility Relocation Construction Project Completion Date (new Option Phase 1)	N/A	12/31/2023

Activity	Original Grant Agreement Schedule Date	New Schedule Date
Planned Roadway Construction PS&E Approval (Option Phase 2 formerly Option Phase 1)	8/31/2021	3/1/2022
Planned Construction Start Date (Option Phase 2 formerly Option Phase 1)	11/30/2021	6/1/2022
Planned Construction Substantial (All Components) Completion Date	12/31/2023	12/31/2024

Budget: The overall budget has changed since the Original Grant Agreement, primarily due to increases in the costs of Construction. The construction cost increased because of general price increases with utilities relocation and other construction items. Since the Original Grant Agreement, the overall project total cost has increased from \$15,819,800 to \$18,718,688; specifically, construction costs have increased by \$2,898,888. The table below provides a summary of the budget changes:

MATERIAL CHANGES FROM APPLICATION

Scope: No Changes

Schedule: The schedule has changed since the project was selected to receive an award to address the critical dates needed to meet terms of the BUILD Grant. Specifically, the project schedule has been accelerated to meet the BUILD FY 2019 obligation deadline. The original PS&E Approval date was scheduled for March 2023; however, that would have been in direct conflict of the BUILD Grant funding obligation deadline of September 30, 2021. Therefore, the PS&E date was revised from March 1, 2023 to August 31, 2021 to meet this critical deadline. Also, due to the modification of the PS&E Approval Date, it also accelerated the Planned Construction Start Date from June 1, 2023 to November 30, 2021 and the Planned Construction Substantial Completion Date changed from October 1, 2025 to December 31, 2023.

The table below provides a summary of schedule changes:

Activity	Original Schedule Date	New Schedule Date
Planned PS&E Approval (Option Phase 1)	3/1/2023	8/31/2021
Planned Construction Start Date (Option Phase 1)	6/1/2023	11/30/2021
Planned Construction Substantial Completion Date	10/1/2025	12/31/2023

Budget: The overall budget did increase from the application due to slight increases in cost to Preliminary Engineer (PE) in the Base Phase. The Preliminary Engineering cost increased from an expected \$1,800,000 to \$1,875,000, due to additional environmental studies needed for the

project. The increase in Preliminary Engineering was offset by a decrease in Construction costs, from, \$14,018,724 to \$13,944,800; therefore, the overall project cost increase is \$1,076.

The table below provides a summary comparison of the project budget changes:

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Total Project Cost	\$15,818,724.49	100%	\$15,819,800	100%
BUILD Funds	\$12,654,979.59	80%	\$12,655,840	80%
Non-Federal Funds	\$3,163,744.90	20%	\$3,163,960	20%
Total Eligible Project Cost	\$15,818,724.49		\$15,819,800	
BUILD Funds	\$12,654,979.59	80%	\$12,655,840	80%
Other Federal Funds				
Non-Federal Funds	\$3,163,979.90	20%	\$3,163,960	20%

ATTACHMENT E
APPROVED PRE-AWARD COSTS

On February 24, 2020, the City of Starkville, with concurrence from the Mississippi Department of Transportation, sent a written request to the FHWA Mississippi Division for advance construction (23 U.S.C. 115) authorization for Preliminary Engineering. The advance construction request would allow the recipient to begin Preliminary Engineering and the Environmental document; they requested advance construction for \$1,500,000 in BUILD Grant funds.

OST approved the City of Starkville's request to allow pre-award costs on April 16, 2020. The Division authorized advance construction on April 16, 2020.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Mississippi Transportation Commission by and through the
duly authorized Executive Director of the Mississippi
Department of Transportation

_____	By: _____
Date	Signature of Recipient's Authorized Representative
	Brad White Executive Director – Mississippi Department of Transportation
	Book___ Page___

FIRST-TIER SUBRECIPIENT SIGNATURE PAGE

The First-Tier Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

City of Starkville

Date	By: Signature of First-Tier Subrecipient's Authorized Representative

Ms. Lynn Spruill
Mayor
City of Starkville, Mississippi

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

United States Department of Transportation

_____	By: _____
Date	Signature of Recipient's Authorized Representative
	Donald (Don) E. Davis
	Division Administrator
	FHWA - Mississippi



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 05/03/2022
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 May 03, 2022 is \$1,377,137.47
Of which the claims amount for Starkville Utilities is \$340,287.81

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 4/21/2022 - 4/27/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
PAPA JOHNS PIZZA	A0256-22-3259	04/07/2022	PIZZA FOR SMOKE DIVER MINI CAMP ST 3	001-000-160-697	163.89
WALMART- CAPITAL ONE	262103700025417	04/13/2022	FAMILY FIRST PROGRAM DISPATCH APPRECIATION	001-000-160-698	342.06
CLINIC AT ELM LAKE, THE	31638	04/13/2022	DRUG TEST J LANIER	001-000-054-205	30.00
CLINIC AT ELM LAKE, THE	31696	04/13/2022	DRUG TEST J USSHER	001-000-053-206	30.00
CLINIC AT ELM LAKE, THE	32143	04/13/2022	DRUG TEST B WOFFORD	001-000-054-205	30.00
CLINIC AT ELM LAKE, THE	32492	04/13/2022	DRUG TEST D ROBINSON	001-000-053-206	30.00
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0034866	04/14/2022	RESTITUTION FROM QUENESHA A COBB	001-000-149-691	100.00
FRED RICE	INV0034867	04/14/2022	RESTITUTION	001-000-149-691	50.00
MICHELE RICE	INV0034876	04/18/2022	OVER PAYMENT ON PARKING TICKET	001-000-149-691	5.00
WALMART- CAPITAL ONE	884718	04/22/2022	POTATO SALAD PLATES BUNS AND FORKS	001-000-160-698	42.90
MISSISSIPPI BUREAU OF NARCOTICS	INV0034895	04/25/2022	FORFEITED FUNDS OLLIE ANTONIO MURPHY	001-000-334-126	1,700.80
Outstanding Total:					2,524.65
Paid					
JAY FOWLER CONSTRUCTION	INV0034873	04/22/2022	PARTIAL RELEASE OF BOND	001-000-183-202	11,964.27
Paid Total:					11,964.27
Department 000 - UNDESIGNATED Total:					14,488.92
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-100-604-330	79.01
Outstanding Total:					79.01
Department 100 - BOARD OF ALDERMEN Total:					79.01
Department: 110 - MUNICIPAL COURT					
Outstanding					
ADCOMP SYSTEMS, INC.	19925.B	09/10/2021	OUTDOOR KIOSK	001-110-918-805	14,931.50
ADCOMP SYSTEMS, INC.	19926.B	09/10/2021	KIOSK WEATHERING	001-110-918-805	1,500.00
QUILL CORPORATION	19455759	09/13/2021	DISINF SPRAY, SANITIZE WIPES	001-110-501-200	117.05
SULLIVAN'S OFFICE SUPPLY, INC.	71828	03/25/2022	COPY PAPER	001-110-501-200	244.95
SULLIVAN'S OFFICE SUPPLY, INC.	71829	03/25/2022	COPY MESSAGE STAMP MESSAGE STAMP RECEIVED	001-110-501-200	14.06
QUADIENT FINANCE USA, INC.	STARKVILLE11458920	03/29/2022	POSTAGE DUE	001-110-604-330	690.00
AMAZON CAPITAL SERVICES, INC.	17TP-9VCK-N77K	04/06/2022	POWER STRIP	001-110-501-200	27.97
CANON FINANCIAL SERVICES, INC	28396959	04/12/2022	MONTHLY USAGE 3.122.3.31.22	001-110-604-330	123.26
CANON FINANCIAL SERVICES, INC	28396963	04/12/2022	MONTHLY USAGE 3.1.22- 3.31.22	001-110-604-330	101.30
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-110-604-330	39.50
TYLER TECHNOLOGIES	025-376545	04/18/2022	COURT INCODE	001-110-918-805	3,300.65
CADENCE /ELAN VISA	INV0034881	04/19/2022	MML ANNUAL CONFERENCE MONICA LAIRY	001-110-690-553	275.00
Outstanding Total:					21,365.24
Department 110 - MUNICIPAL COURT Total:					21,365.24

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Post Dates: 4/21/2022 - 4/27/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 120 - MAYORS OFFICE					
Outstanding					
QUADIENT FINANCE USA, INC.	STARKVILLE11458920	03/29/2022	POSTAGE DUE	001-120-604-330	10.00
CANON FINANCIAL SERVICES, INC	28396962	04/12/2022	MONTHLY USAGE 3.1.22-3.31.22	001-120-604-330	78.93
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-120-604-330	39.50
Outstanding Total:					128.43
Department 120 - MAYORS OFFICE Total:					128.43
Department: 123 - IT					
Outstanding					
MAGNOLIA BOTTLED WATER CO	55299	03/16/2022	(6) 5 GALLON WATER	001-123-691-550	54.00
CANON FINANCIAL SERVICES, INC	28396953	04/12/2022	MONTHLY USAGE 3.1.22.3.31.22	001-123-604-330	122.19
MAGNOLIA BOTTLED WATER CO	52009	04/12/2022	(4) 5 GALLON WATER	001-123-691-550	36.00
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-123-604-330	434.54
CADENCE /ELAN VISA	INV0034887	04/22/2022	GATECOM	001-123-600-300	19.95
Outstanding Total:					666.68
Department 123 - IT Total:					666.68
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
QUILL CORPORATION	23175762	02/17/2022	SORTER, ADD ROLLS,BLK PENS,SANITIZE WIPES,PAPER	001-145-501-200	59.26
QUADIENT FINANCE USA, INC.	STARKVILLE11458920	03/29/2022	POSTAGE DUE	001-145-604-330	180.00
WATERMARK PRINTERS LLC	14772	04/11/2022	STAMP 1000 PEEL & SEAL ENVELOPES	001-145-501-200	87.00
CANON FINANCIAL SERVICES, INC	28396952	04/12/2022	MONTHLY USAGE 3.1.22.3.31.22	001-145-604-330	481.74
CANON FINANCIAL SERVICES, INC	28396959	04/12/2022	MONTHLY USAGE 3.1.22.3.31.22	001-145-604-330	123.25
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-145-604-330	39.50
DEX IMAGING, INC.	AR6802252	04/18/2022	YELLOW PIGMENT INK TANK	001-145-501-200	139.00
PETTY CASH VOUCHERS	INV0034877	04/21/2022	SPOONS ZIPLOCK BAGS	001-145-501-200	3.75
PETTY CASH VOUCHERS	INV0034878	04/21/2022	CONTAINERS	001-145-501-200	8.56
PETTY CASH VOUCHERS	INV0034898	04/25/2022	OFFICE SUPPLIES	001-145-501-200	38.04
Outstanding Total:					1,160.10
Department 145 - OTHER ADMINISTRATIVE Total:					1,160.10
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300229498	04/05/2022	PH EUDORA WELTY	001-169-615-342	45.60
MARK G. WILLIAMSON, ATTORNEY AT LAW	INV0034865	04/13/2022	SHON DAVID LEWIS TRESPASSING	001-169-600-309	200.00
Outstanding Total:					245.60
Department 169 - LEGAL Total:					245.60
Department: 180 - HUMAN RESOURCES					
Outstanding					
QUADIENT FINANCE USA, INC.	STARKVILLE11458920	03/29/2022	POSTAGE DUE	001-180-604-330	10.00
CLINIC AT ELM LAKE, THE	32301	04/03/2022	DRUG TEST C MCOY	001-180-600-320	30.00
CANON FINANCIAL SERVICES, INC	28396953	04/12/2022	MONTHLY USAGE 3.1.22.3.31.22	001-180-604-330	122.18
CLINIC AT ELM LAKE, THE	30598	04/13/2022	DRUG TEST J DAVIS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30599	04/13/2022	DRUG TEST M MOSLEY	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30765	04/13/2022	DRUG TEST E MORRIS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30913	04/13/2022	DRUG TEST P POOLE	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	30962	04/13/2022	DRUG TEST K TEBO	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31005	04/13/2022	DRUG TEST D CAPPs	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31006	04/13/2022	DRUG TEST H TISDALE	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31063	04/13/2022	DRUG TEST J RICH	001-180-600-320	60.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CLINIC AT ELM LAKE, THE	31143	04/13/2022	DRUG TEST D PATEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31179	04/13/2022	DRUG TEST J STEWART	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31195	04/13/2022	DRUG TEST H PINKSTON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31317	04/13/2022	DRUG TEST K FRAZIER	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31397	04/13/2022	DRUG TEST C MOORE	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31494	04/13/2022	DRUG TEST T MAGEE	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31503	04/13/2022	DRUG TEST R EQUIRE	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31549	04/13/2022	DRUG TEST P HENDERSON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31573	04/13/2022	DRUG TEST R ROBERSON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31592	04/13/2022	DRUG TEST S CORBAN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31611	04/13/2022	DRUG TEST C PALMER	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31612	04/13/2022	DRUG TEST L BATES	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31624	04/13/2022	DRUG TEST A LONG	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31637	04/13/2022	DRUG TEST J HARDY	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31709	04/13/2022	DRUG TEST T PRATER	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31745	04/13/2022	DRUG TEST B RYAN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31798	04/13/2022	DRUG TEST D KING	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	31918	04/13/2022	DRUG TEST J ESTERS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32037	04/13/2022	DRUG TEST C BLACK	001-180-600-320	75.00
CLINIC AT ELM LAKE, THE	32075	04/13/2022	DRUG TEST S BOREN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32076	04/13/2022	DRUG TEST J DANTZLER	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32122	04/13/2022	DRUG TEST J HAIRSTON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32189	04/13/2022	DRUG TEST J RANDLE	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32251	04/13/2022	DRUG TEST D BALL	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32302	04/13/2022	DRUG TEST B WILSON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32328	04/13/2022	DRUG TEST Z BROWN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32340	04/13/2022	DRUG TEST M GIBSON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32381	04/13/2022	DRUG TEST B FLAHERTY	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32389	04/13/2022	DRUG TEST G HUNLEY	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32420	04/13/2022	DRUG TEST J BRITT	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32434	04/13/2022	DRUG TEST F ARNEY	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32435	04/13/2022	DRUG TEST M THOMAS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	32454	04/13/2022	B GLADNEY	001-180-600-320	30.00
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-180-604-330	39.50
FEDEX	7-730-57995	04/20/2022	PAYROLL	001-180-691-505	61.64

Outstanding Total: 1,568.32

Department 180 - HUMAN RESOURCES Total: 1,568.32

Department: 190 - CITY PLANNER

Outstanding

GOLDEN TRIANGLE	1182	03/23/2022	E911 STARKVILLE	001-190-600-300	174.00
PLANNING & DEV. INC					
QUADIENT FINANCE USA, INC.	STARKVILLE11458920	03/29/2022	POSTAGE DUE	001-190-604-330	20.00
GOLDEN TRIANGLE	11883	03/31/2022	TRAVLE EXPENSE FOR MARCH 2022	001-190-600-300	8.19
PLANNING & DEV. INC					
CANON FINANCIAL SERVICES, INC	28396962	04/12/2022	MONTHLY USAGE 3.1.22-3.31.22	001-190-604-330	78.93
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-190-604-330	256.77
CADENCE /ELAN VISA	INV0034880	04/21/2022	PAY BALANCE ON PREVIOUS CHARGE	001-190-606-065	1.97
CADENCE /ELAN VISA	CD-P-04012022-04	04/22/2022	CUSTOM YARD SIGNS	001-190-501-200	156.36

Outstanding Total: 696.22

Department 190 - CITY PLANNER Total: 696.22

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

ATMOS ENERGY	INV0034896	04/08/2022	MONTHLY USAGE	001-192-625-380	845.36
CINTAS	4116851385	04/19/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4116851414	04/19/2022	SUPPLIES	001-192-510-220	74.44

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PETTY CASH VOUCHERS	INV0034897	04/25/2022	TRASH BAGS/OFFICE SUPPLIE	001-192-510-220	10.70
Outstanding Total:					943.12
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					943.12
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Paid					
MISSISSIPPI MISS HOSPITALIT	INV0034872	04/22/2022	FULL PAGE AD FOR ELLIS ANN JACKSON	001-195-702-455	350.00
Paid Total:					350.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					350.00
Department: 197 - ENGINEERING					
Outstanding					
QUADIENT FINANCE USA, INC.	STARKVILLE11458920	03/29/2022	POSTAGE DUE	001-197-604-330	40.00
CANON FINANCIAL SERVICES, INC	28396962	04/12/2022	MONTHLY USAGE 3.1.22-3.31.22	001-197-604-330	78.93
Outstanding Total:					118.93
Department 197 - ENGINEERING Total:					118.93
Department: 201 - POLICE DEPARTMENT					
Outstanding					
POLLAN & ASSOC. PA	21653	10/26/2021	CSI RESERVED PARKING SIGN 12"X18"	001-201-600-300	74.99
POLLAN & ASSOC. PA	22059	02/11/2022	5 CUSTOM VINYL POLOS CHILDS & PEREZ	001-201-535-233	100.00
QUADIENT FINANCE USA, INC.	STARKVILLE11458920	03/29/2022	POSTAGE DUE	001-201-604-330	40.00
MID-SOUTH UNIFORM & SUPPLY, INC	627413	03/31/2022	SBA OREGON CITY CARRIER BACK PATCH NAME TAPE SHIR	001-201-535-233	441.78
MID-SOUTH UNIFORM & SUPPLY, INC	627414	03/31/2022	SBA OREGON VITY CARRIER PATCHES & NAME TAPE	001-201-535-233	447.78
AT&T-NCIC MONITOR LINE	3665769607	04/01/2022	NCIC 31.22-3.31.22	001-201-604-330	205.61
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034875	04/03/2022	MONTHLY USAGE 3.3.22-4.3.2	001-201-625-380	429.22
ARMY NAVY PAWN SHOP	040522A	04/05/2022	40 BXES 9 MM FMJ RD CASE	001-201-535-233	720.00
POLLAN & ASSOC. PA	22150	04/06/2022	10 TSHIRTS 4 SWEATSHIRTS 6 SHORTS 4 SWEATPANTS 2 C	001-201-535-233	440.74
R&M TIRES	1137670	04/08/2022	2 GEN GMAX TIRES 4 WHEEL WEIGHTS & OIL/FILTER	001-201-630-360	434.33
NEWELL PAPER COMPANY	3144072	04/08/2022	4 CASE WHITE COPY PAPER & LATEX GLOVES	001-201-501-200	280.58
CANON SOLUTIONS AMERICA	6000281641	04/08/2022	MAINTENANCE	001-201-604-330	134.15
ATMOS ENERGY	INV0034896	04/08/2022	MONTHLY USAGE	001-201-625-380	386.07
ARMY NAVY PAWN SHOP	041122A	04/11/2022	(3) SUREFIRE X 300AU TACTILE GUN LIGHT SWAT	001-201-556-251	705.00
CSPIRE	2052797678	04/11/2022	IPHONE 13 CAPTAIN TOM ROBERSON	001-201-630-404	228.02
HARLEY-DAVIDSON OF CENTRAL MS	40605	04/11/2022	MOTORCYCLE SERVICE FILTER GASKET KIT	001-201-630-360	201.05
MID-SOUTH UNIFORM & SUPPLY, INC	627720	04/11/2022	LVL 3A VEST, CONCEALED CARRIER & SOFT TRAUMA PLATE	001-201-556-251	795.00
IVY AUTO PARTS, LLC.	684055	04/11/2022	FORD F250 PIN CLIP	001-201-630-360	9.69
ARMY NAVY PAWN SHOP	032222A	04/12/2022	SERIES 100 ZIP BOOT CPL JOSH HORTON	001-201-535-233	73.00
CANON FINANCIAL SERVICES, INC	28396957	04/12/2022	MONTHLY USAGE 3.1.22-3.31.22	001-201-635-369	651.93
CANON FINANCIAL SERVICES, INC	28396958	04/12/2022	MONTHLY USAGE 3.1.22-3.31.22	001-201-635-369	58.52
CANON FINANCIAL SERVICES, INC	28396960	04/12/2022	MONTHLY USAGE 3.1.22-3.31.22	001-201-635-369	263.43
CANON FINANCIAL SERVICES, INC	28396961	04/12/2022	COPIER RENTAL AND USAGE 4.1.22-4.30.22	001-201-604-330	103.01
SECURITY SOLUTIONS	32655041222	04/12/2022	ANNUAL FIRE ALARM INSPEXION AT POLICE DEPT	001-201-600-300	900.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAGNOLIA BOTTLED WATER CO	51463	04/12/2022	6 COLLER WATER	001-201-501-200	54.00
AXON ENTERPRISE, INC	INUS067174	04/13/2022	50 TASER CARTRIDGES 25 FT STANDARD CARTRIDGES	001-201-556-251	1,892.50
MSU FACILITIES MANAGEMENT- RADIO TOWE	INV0034868	04/13/2022	ANNUAL FEE FOR SUPPORT & MAINTENANCE OF RADIO TOWE	001-201-604-330	4,340.00
WATERMARK PRINTERS LLC	14780	04/14/2022	150 BUSINESS CARDS LEE UPCHURCH	001-201-501-200	39.00
GLOBAL POLICE SOLUTIONS, LLC	2022216	04/14/2022	FIRST LINE SUPERVISORS LEVEL 1	001-201-690-552	2,065.00
FUELMAN / FLEETCOR	INV0034870	04/17/2022	FUEL CHARGES 4.11.22-4.17.2	001-201-525-231	3,801.25
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-201-604-330	217.27
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-201-690-450	158.01
BELL BUILDING SUPPLY, INC.	344587	04/18/2022	(4) DOUBLE SIDED KEY	001-201-501-200	9.96
MID-SOUTH UNIFORM & SUPPLY, INC	627890	04/18/2022	2 OUTER CARRIER PATCHES NAME TAPE AC CHARGER CORDS	001-201-556-251	1,057.62
ARMY NAVY PAWN SHOP	041922A	04/19/2022	(2) MEN SUMMER WEIGHT TACTICAL PANTS	001-201-535-233	84.00
SIRCHIE FINGER PRINT LABORATORIES I	0540125-IN	04/19/2022	(10) EVIDENCE TAPE (10) BARRIER TAPE/CRIME SCENE	001-201-556-251	409.95
AMAZON CAPITAL SERVICES, INC.	1QN1-NKR3-KDRR	04/19/2022	HIGHLIGHTERS, BADGE HOLDER WALLET TAPE & PAPER CLI	001-201-501-200	61.01
COMSOUTH	200115	04/19/2022	PORTABLE MOTORCYCLE BATTERY OFF SOTOMENESES	001-201-630-360	788.00
DANNY MCCLUSKEY TOWING	4032	04/19/2022	TOW FROM HWY 25 N TP SPD IMPOUND LOT	001-201-600-300	100.00
DANNY MCCLUSKEY TOWING	4037	04/19/2022	TOW FROM BLACKJACK TO SHOOTING RANGE	001-201-600-300	125.00
WILLIAM DURR	INV0034891	04/19/2022	CLOTHING REIMBURSEMENT	001-201-535-233	499.83
JONA JOYCE	INV0034892	04/19/2022	JIU JITSU SEMIMARS	001-201-690-552	2,400.00
A+ AUTO REPAIR	023154	04/20/2022	INSTALL HEADLIGHT BULB PIGTAIL REWIRE & TEST VIN#8	001-201-630-360	61.47
R&M TIRES	1137885	04/20/2022	VIN#7165 OIL& FILTER CHANGE BRAKE PADS & ROTO	001-201-630-360	620.94
SULLIVAN'S OFFICE SUPPLY, INC.	72500	04/22/2022	(12) FINE TIP PERMANENT MARKERS \$ BINDER CLIPS	001-201-501-200	12.55
CADENCE /ELAN VISA	INV0034886	04/22/2022	GOGGLE DRIVE	001-201-501-200	19.99
FUELMAN / FLEETCOR	NP62012557	04/25/2022	FUEL CHARGES FIR 4.18.22-4.24.22	001-201-525-231	4,473.87

Outstanding Total: 31,415.12

Department 201 - POLICE DEPARTMENT Total: 31,415.12

Department: 245 - DISPATCHERS

Outstanding

DISPATCHING & TRAINING SOLUTIONS, LLC	6249	04/13/2022	DISPATCH TRAINING S DELOACH L NEELY	001-245-690-552	300.00
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Outstanding Total: 300.00

Department 245 - DISPATCHERS Total: 300.00

Department: 261 - FIRE DEPARTMENT

Outstanding

JOSHUA COX	110574837	03/31/2022	REIMBURSE FOR JACKET/FIRE FIGHTING	001-261-918-805	237.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034875	04/03/2022	MONTHLY USAGE 3.3.22-4.3.2	001-261-625-380	1,106.13
ATMOS ENERGY	INV0034896	04/08/2022	MONTHLY USAGE	001-261-625-380	128.02
DIRECTV	010315788X220411	04/11/2022	SATELITE FOR ST 5	001-261-625-380	372.88
M'PRINTS	49817	04/11/2022	SWEATPANTS & TSHIRTS	001-261-535-233	780.00
CANON FINANCIAL SERVICES, INC	28396955	04/12/2022	MONTHLY USAGE 3.1.22-3.31.22	001-261-604-330	255.16
LOWE'S-FIRE	35006	04/12/2022	REPLACE WASHER ST 5	001-261-558-269	550.05

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE FIRE ACADEMY	29388	04/13/2022	FIRE OFFICER 1021 R CLASSEN	001-261-600-390	615.00
MSU FACILITIES	INV0034869	04/13/2022	ANNUAL FEE OF RADIO TOWE	001-261-604-330	4,340.00
MANAGEMENT- RADIO TOWE					
EAST MISSISSIPPI LUMBER CO	A103881	04/14/2022	20 LB HICKORY PELLET	001-261-555-250	38.98
STARKVILLE UTILITIES	INV0034879	04/14/2022	MONTHLY CHARGES 3.7.22-4.4.22	001-261-625-380	485.47
EVAN BETZ	INV0034889	04/15/2022	REIMBURSE MEAL MSFA	001-261-600-390	20.21
FUELMAN / FLEETCOR	INV0034870	04/17/2022	FUEL CHARGES 4.11.22-4.17.2	001-261-525-231	1,176.61
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-261-604-330	316.03
W.S. DARLEY & CO.	17462647	04/18/2022	ACCOUNTABILITY TAGS	001-261-535-233	62.00
HOME2 SUITES BY HILTON	91317499	04/19/2022	MS FIRE FIGHTERS AND FIRE	001-261-600-390	366.00
VICKSBURG, MS			CHEIFS CONFERENCE		
HOME2 SUITES BY HILTON	INV0034890	04/19/2022	ROOM FOR MS FIRE FIGHTER	001-261-600-390	366.00
VICKSBURG, MS			& CHIEFS CONFERENCE		
O'REILLY AUTO PARTS	0997-248145	04/21/2022	FLUID & BRAKE FLUID	001-261-630-360	40.48
LOWE'S-FIRE	H19472	04/21/2022	HINGES, KNOB. MAGNET	001-261-558-269	9.83
EVAN BETZ	INV0034893	04/21/2022	REIMBURSEMENT MEALS FOR	001-261-600-390	97.31
			MSFA		
STARKVILLE UTILITIES	INV0034894	04/21/2022	MONTHLY USAGE 3.14.22-4.12.22	001-261-625-380	386.59
STATE FIRE ACADEMY	29429	04/22/2022	FIREGROUND LEADERSHIP	001-261-600-390	360.00
			BRITT		
CADENCE /ELAN VISA	INV0034885	04/22/2022	VIASAT INTERNET	001-261-604-330	170.31
FUELMAN / FLEETCOR	NP62012557	04/25/2022	FUEL CHARGES FIR 4.18.22-4.24.22	001-261-525-231	1,024.43
HOME2 SUITES BY HILTON	INV0034903	04/26/2022	MS FIRE FS CONGERENCE	001-261-600-390	366.00
VICKSBURG, MS			VICKSBURG		

Outstanding Total: 13,670.49

Department 261 - FIRE DEPARTMENT Total: 13,670.49

Department: 281 - BUILDING/CODES OFFICE

Outstanding

QUADIENT FINANCE USA, INC.	STARKVILLE11458920	03/29/2022	POSTAGE DUE	001-281-604-330	10.00
M'PRINTS	50690	04/05/2022	SPORT-TEK POLO SHIRT	001-281-535-233	297.70
CANON FINANCIAL SERVICES, INC	28396962	04/12/2022	MONTHLY USAGE 3.1.22-3.31.22	001-281-604-330	78.92
TRUSTMARK NATIONAL BANK	INV0034883	04/22/2022	F250 & 2 TACOMAS	001-281-820-874	451.38
			ACCT#00028207975 LN#9890		

Outstanding Total: 838.00

Department 281 - BUILDING/CODES OFFICE Total: 838.00

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

FOUR COUNTY ELECTRIC	INV0034875	04/03/2022	MONTHLY USAGE 3.3.22-4.3.2	001-290-625-380	154.30
POWER ASSOCIATION					
FOUR COUNTY ELECTRIC	INV0034875	04/03/2022	MONTHLY USAGE 3.3.22-4.3.2	001-290-625-380	77.02
POWER ASSOCIATION					
STARKVILLE UTILITIES	INV0034879	04/14/2022	MONTHLY CHARGES 3.7.22-4.4.22	001-290-625-380	69.35
STARKVILLE UTILITIES	INV0034894	04/21/2022	MONTHLY USAGE 3.14.22-4.12.22	001-290-625-380	52.70

Outstanding Total: 353.37

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 353.37

Department: 301 - STREET DEPARTMENT

Outstanding

EAST MISSISSIPPI LUMBER CO	D93183	02/17/2022	PLASTIC/SHARPENER/ETC	001-301-555-250	37.70
CADENCE /ELAN VISA	0254993-IN	03/18/2022	REPAIRED ROLLER	001-301-630-400	174.83
FOUR COUNTY ELECTRIC	INV0034874	04/03/2022	MONTHLY USAGE 3.3.22-4.3.2	001-301-625-380	303.75
POWER ASSOCIATION					
FOUR COUNTY ELECTRIC	INV0034875	04/03/2022	MONTHLY USAGE 3.3.22-4.3.2	001-301-625-380	11,165.77
POWER ASSOCIATION					
STARKVILLE AUTO PARTS	5151-151711	04/07/2022	PARTS FOR TRUCK #710	001-301-630-360	29.97

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
IVY AUTO PARTS, LLC.	684002	04/08/2022	FUEL FILTER FOR TRUCK # 706	001-301-630-360	63.99
ATMOS ENERGY	INV0034896	04/08/2022	MONTHLY USAGE	001-301-625-380	449.57
CUSTOM PRODUCTS CORPORATION	3682720	04/11/2022	STRIPING PAINT & WEIGHT LIMIT SIGNS	001-301-565-272	381.40
CUSTOM PRODUCTS CORPORATION	368708	04/11/2022	STRIPING PAINT & WEIGHT LIMIT SIGNS	001-301-565-272	388.22
STARKVILLE AUTO PARTS	5151-151775	04/11/2022	PARTS FOR TRUCK #700	001-301-630-360	15.65
WELDING WORKS LLC, THE	998	04/11/2022	REPLACE COUPLER & SAFETY CHAIN ON TRAILER	001-301-630-400	250.00
STARKVILLE LP GAS	2958402	04/13/2022	PROPANE	001-301-555-250	41.76
STARKVILLE AUTO PARTS	5151-151836	04/13/2022	BATTERY CABLE TRUCK #701	001-301-630-360	20.49
POWERSTROKE EQUIPMENT SALES & SVC	6485	04/13/2022	REPAIR SAW	001-301-630-400	28.99
UNITED RENTALS (NORTH AMERICA), INC.	205231439-001	04/14/2022	5 ASPHALT BLADES	001-301-555-250	599.95
STARKVILLE AUTO PARTS	5151-151852	04/14/2022	TRUCK #706 ROTOR	001-301-630-360	715.32
STARKVILLE UTILITIES	INV0034879	04/14/2022	MONTHLY CHARGES 3.7.22-4.4.22	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0034879	04/14/2022	MONTHLY CHARGES 3.7.22-4.4.22	001-301-625-380	28,624.65
APAC-MISSISSIPPI, INC	4000119186	04/16/2022	6 TONS ASPHALT	001-301-560-270	510.00
FUELMAN / FLEETCOR	INV0034870	04/17/2022	FUEL CHARGES 4.11.22-4.17.2	001-301-525-231	806.35
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-301-604-330	276.55
UNITED RENTALS (NORTH AMERICA), INC.	205316650-001	04/18/2022	2 ASPHALT BLADES	001-301-560-270	239.98
FASTENAL COMPANY	MSSTA100681	04/18/2022	5 ASPHALT BLADES	001-301-555-250	679.95
CINTAS	4116851415	04/19/2022	SUPPLIES	001-301-555-250	36.64
STARKVILLE UTILITIES	INV0034894	04/21/2022	MONTHLY USAGE 3.14.22-4.12.22	001-301-625-380	323.19
APAC-MISSISSIPPI, INC	4000119422	04/22/2022	ASPHALT	001-301-560-270	515.10
APAC-MISSISSIPPI, INC	4000119428	04/22/2022	ASPHALT	001-301-560-270	420.75
APAC-MISSISSIPPI, INC	4000119442	04/22/2022	ASPHALT	001-301-560-270	419.90
APAC-MISSISSIPPI, INC	4000119443	04/22/2022	ASPHALT	001-301-560-270	932.45
APAC-MISSISSIPPI, INC	400119446	04/22/2022	ASPHALT	001-301-560-270	517.65
TRUSTMARK NATIONAL BANK	INV0034882	04/22/2022	STREET EXCAVATOR	001-301-820-874	7,802.96
TRUSTMARK NATIONAL BANK	INV0034883	04/22/2022	F250 & 2 TACOMAS ACCT#00028207975 LN#9890	001-301-820-874	451.37
FUELMAN / FLEETCOR	NP62012557	04/25/2022	FUEL CHARGES FIR 4.18.22-4.24.22	001-301-525-231	1,342.54
LANDERS	246114	04/26/2022	2021 F350	001-301-740-570	245.00
LANDERS	246114	04/26/2022	2021 F350	001-301-740-570	291.00
LANDERS	246114	04/26/2022	2021 F350	001-301-740-570	542.00
LANDERS	246114	04/26/2022	2021 F350	001-301-740-570	660.00
LANDERS	246114	04/26/2022	2021 F350	001-301-740-570	25,619.00

Outstanding Total: 85,943.17

Department 301 - STREET DEPARTMENT Total: 85,943.17

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

CSP SPORTS FACILITIES COMPANIES, LLC	9596	03/14/2022	CORNERSTONE	001-550-610-350	2,000.03
CSP SPORTS FACILITIES COMPANIES, LLC	9754	04/08/2022	CORNERSTONE VENUE MARKETING	001-550-610-350	38.00
CANON FINANCIAL SERVICES, INC	28396954	04/12/2022	MONTHLY USAGE 3.1.22-3.31.22	001-550-600-330	427.54
FUELMAN / FLEETCOR	INV0034870	04/17/2022	FUEL CHARGES 4.11.22-4.17.2	001-550-525-231	54.15
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	001-550-600-330	39.50
BFC SOLUTIONS	NVL1842653	04/23/2022	HVAC FILTERS & LABOR	001-550-600-300	300.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0034899	04/25/2022	APRIL 2022 EXPENSE ADVANC	001-550-600-297	50,000.00
FUELMAN / FLEETCOR	NP62012557	04/25/2022	FUEL CHARGES FIR 4.18.22-4.24.22	001-550-525-231	156.32

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSP SPORTS FACILITIES COMPANIES, LLC	INV0034901	04/26/2022	PARKS 7 REC MANAGEMENT FEE MAY 2022	001-550-600-296	15,000.00
Outstanding Total:					68,015.54
Department 550 - PARKS AND REC DEPARTMENT Total:					68,015.54
Department: 600 - CAPITAL PROJECTS					
Outstanding					
SPRINGER ENGINEERING, INC.	14285	12/14/2021	MAPPING NORTHSIDE DRIVE DRAINAGE IMPROVEMENTS	001-600-912-902	3,400.00
SPRINGER ENGINEERING, INC.	14325	01/26/2022	TESTING HOLLYWOOD BLVD	001-600-948-857	520.00
ATWELL & GENT, P.A.	10434	03/28/2022	LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENT	001-600-912-910	28,000.00
BRISLIN, INC	220426	04/19/2022	MAINTENANCE & REPAIRS	001-600-901-812	1,472.22
Outstanding Total:					33,392.22
Department 600 - CAPITAL PROJECTS Total:					33,392.22
Fund 001 - GENERAL FUND Total:					275,738.48
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
CREATIVE PRODUCT SOURCING, INC.	145419	04/19/2022	4 ENGLISH MIDDLE SCHOOL CURRICULUM PACK(100)	002-251-501-200	978.80
Outstanding Total:					978.80
Department 251 - DRUG EDUCATION FUND Total:					978.80
Fund 002 - RESTRICTED POLICE FUND Total:					978.80
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
REBEL SERVICES, LLC	7254	03/10/2022	TURK SWITCH SENSOR CABLE & FREIGHT	015-505-630-400	194.05
COLUMBUS FENCE COMPANY	26469	04/08/2022	REPAIR AIRPORT WEST PERIMEETER FENCE HWY 25 BYPASS	015-505-630-400	2,648.00
E FIRE, INC.	12304426	04/11/2022	FIRE EXTINGUISHER CABINET CLEAR PANEL	015-505-501-198	29.95
WALMART- CAPITAL ONE	104200314	04/12/2022	COFFEE,SUPPLIES,POPCORN,PAPER,PRINTER INK,PENS,CUP	015-505-541-237	148.89
GATEWAY TIRE & SERVICE CENTER	1018-159990	04/13/2022	TIRE, MOUNT, VALVE STEM, DISPOSAL FEE TIRE FEE PLU	015-505-630-400	62.21
TITAN AVIATION FUELS	3583639	04/13/2022	JET A FUEL	015-505-525-233	32,921.25
VERIZON WIRELESS	OSV000002734932	04/17/2022	MONTHLY CHARGES CONNEC	015-505-604-330	39.50
NEWELL PAPER COMPANY	3144367	04/18/2022	TORK WHITE MULTI FOLDED PAPER TOWEL	015-505-541-237	55.58
NESCO ELECTRICAL DISTRIBUTORS	52522928.001	04/20/2022	43828 CLEAR E37 MOG MH LAMP	015-505-630-400	42.88
ALLEN ENTERPRISES, INC.	0070741-IN	04/21/2022	LED BLUE 1/O HT PCB ASSY,ETES LED PER SUPPLY	015-505-630-400	687.32
BULLDOG TOWING & RECOVERY	43562	04/21/2022	TRANSPORT AVGAS TRUCK FOR REPAIRS BACK TO AIRPOR	015-505-525-232	200.00
OKTIBBEHA COUNTY COOPERATIVE	778194	04/21/2022	GLYPHOSEL PRO, HYDRAANT REPAIR KET, BRIGGS SPACER	015-505-501-198	105.00
OKTIBBEHA COUNTY COOPERATIVE	778194	04/21/2022	GLYPHOSEL PRO, HYDRAANT REPAIR KET, BRIGGS SPACER	015-505-501-198	37.99
OKTIBBEHA COUNTY COOPERATIVE	778194	04/21/2022	GLYPHOSEL PRO, HYDRAANT REPAIR KET, BRIGGS SPACER	015-505-630-400	5.98
PERFORMANCE AUTOMOTIVE & TOWING, INC	8883	04/21/2022	REPAIR AVGAS TRUCK FILTERS SPARK PLUGS COILS RADIA	015-505-525-232	1,753.13
STARKVILLE UTILITIES	INV0034894	04/21/2022	MONTHLY USAGE 3.14.22-4.12.22	015-505-625-380	1,598.41

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP62012557	04/25/2022	FUEL CHARGES FIR 4.18.22-4.24.22	015-505-525-231	55.65
Outstanding Total:					40,585.79
Department 505 - AIRPORT Total:					40,585.79
Fund 015 - AIRPORT FUND Total:					40,585.79

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

OKTIBBEHA COUNTY COOPERATIVE	779844	04/25/2022	WOODS TBW144 TURF BATWING FINISHING MOWER	016-515-730-650	16,900.00
Outstanding Total:					16,900.00
Department 515 - RESTRICTED PROJECTS Total:					16,900.00
Fund 016 - RESTRICTED AIRPORT Total:					16,900.00

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

TERRY'S GARAGE & REPAIRS, LLC	6165	03/22/2022	TRUCK 91 LABOR-DIAGNOSE & CLEAR CODES	022-322-630-252	100.00
BULLDOG TOWING & RECOVERY	44171	04/08/2022	TOW TRUCK #95	022-322-630-252	550.00
GATEWAY TIRE & SERVICE CENTER	1018-159863	04/12/2022	TRAILER TIRE	022-322-630-406	105.52
GATEWAY TIRE & SERVICE CENTER	1018-159947	04/13/2022	TRUCK #91 TIRE	022-322-630-252	488.21
FUELMAN / FLEETCOR	INV0034870	04/17/2022	FUEL CHARGES 4.11.22-4.17.22	022-322-525-231	3,437.20
GATEWAY TIRE & SERVICE CENTER	1018-160023	04/18/2022	TRUCK #40 TIRES	022-322-630-360	414.49
STARKVILLE AUTO PARTS	5151-151984	04/20/2022	TRAILER LIGHT MINI BULB 3/4X12 UL HOSE GROMMET	022-322-555-254	110.94
STARKVILLE AUTO PARTS	5151-152002	04/20/2022	HYDRAULIC HOSE	022-322-555-254	274.04
TRI-STATE TRUCKCENTER*	02W14128	04/21/2022	TRUCK #95 REPAIRS	022-322-630-252	3,775.34
AMAZON CAPITAL SERVICES, INC.	11JT-R969-713P	04/21/2022	WEBCAMS	022-322-501-200	119.98
STARKVILLE UTILITIES	INV0034894	04/21/2022	MONTHLY USAGE 3.14.22-4.12.22	022-322-625-380	2,139.95
POWERSTROKE EQUIPMENT SALES & SVC	6522	04/22/2022	REPAIRED WALKBEHIND MOWER PULL HANDLE 3 LB ROLL LI	022-322-630-406	161.43
MDES-MS DEPARTMENT OF EMPLOYMENT SECURITY	92-00-499-0-00	04/22/2022	1ST QTR 2022	022-322-491-137	2,242.16
TRUSTMARK NATIONAL BANK	INV0034884	04/22/2022	STREET SWEEPER ACCT#00028207975 LN#9008	022-322-820-872	3,743.59
FUELMAN / FLEETCOR	NP62012557	04/25/2022	FUEL CHARGES FIR 4.18.22-4.24.22	022-322-525-231	5,488.39
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0322	04/26/2022	3.1.22-3.31.22 MONTHLY CHARGES	022-322-600-333	3,213.14
Outstanding Total:					26,364.38
Department 322 - SANITATION DEPARTMENT Total:					26,364.38
Fund 022 - ENVIRONMENTAL SERVICES Total:					26,364.38

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025-376143	04/14/2022	MONTHLY SUPPORT FEE	107-112-600-303	175.00
Outstanding Total:					175.00
Department 112 - COMPUTER ASSESSMENTS Total:					175.00
Fund 107 - COMPUTER ASSESSMENTS Total:					175.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	1078989	04/21/2022	OCEDA SPEC BLDG PAD	303-600-600-309	1,439.91
OKT COUNTY SUPERVISORS	41222.1	04/21/2022	NEEL-SCHAFFER PROFESSIONAL SERVICES	303-600-600-309	1,347.21
Outstanding Total:					2,787.12
Department 600 - CAPITAL PROJECTS Total:					2,787.12
Fund 303 - INDUSTRIAL PARK BOND Total:					2,787.12
Fund: 310 - LINKAGE TAP PROJECT					
Department: 000 - UNDESIGNATED					
Outstanding					
BRYUM CONSTRUCTION	0001927	04/27/2022	PAYMENT ON SPRING ST PROJECT	310-000-051-702	1,486.08
Outstanding Total:					1,486.08
Department 000 - UNDESIGNATED Total:					1,486.08
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
BRYUM CONSTRUCTION	0001927	04/27/2022	PAYMENT ON SPRING ST PROJECT	310-653-903-851	371.52
Outstanding Total:					371.52
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					371.52
Fund 310 - LINKAGE TAP PROJECT Total:					1,857.60
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
SPRINGER ENGINEERING, INC.	14306	01/19/2022	TESTING PORTICO	319-600-903-851	246.00
SPRINGER ENGINEERING, INC.	14309	01/29/2022	TESTING LYNN LANE	319-600-903-851	147.00
Outstanding Total:					393.00
Department 600 - CAPITAL PROJECTS Total:					393.00
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					393.00
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
SPRINGER ENGINEERING, INC.	14332	02/03/2022	SPORTSPLEX MAINTENANCE BRIDGE	380-551-907-952	8,450.00
SPRINGER ENGINEERING, INC.	14346	02/24/2022	SPORTSPLEX PARKING LOT & FIELD	380-551-907-942	9,400.00
GREGORY CONSTRUCTION	NO 7	03/31/2022	SPORTSPLEX PARKING LOT	380-551-907-951	15,157.25
T&M STEEL ERECTORS, INC.	INV0034904	04/25/2022	CORNERSTONE PAY APP 010	380-551-907-945	138,918.03
SOUTHERN ELECTRIC CORP OF MS	INV0034905	04/25/2022	CORNERSTONE PAY APP 011	380-551-907-943	29,753.39
SPORTS CONTRACTORS UNLIMITED	INV0034906	04/25/2022	CORNERSTONE PAY APP 2102- 11	380-551-907-955	449,390.82
CSP SPORTS FACILITIES COMPANIES, LLC	INV0034900	04/26/2022	CORNERSTONE MANAGEMENT/MARKETING FEES MAY 2022	380-551-600-947	20,000.00
Outstanding Total:					671,069.49
Department 551 - PARK & REC TOURISM Total:					671,069.49
Fund 380 - PARK BONDS 2020 Total:					671,069.49
Grand Total:					1,036,849.66

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	275,738.48	12,314.27
002 - RESTRICTED POLICE FUND	978.80	0.00
015 - AIRPORT FUND	40,585.79	0.00
016 - RESTRICTED AIRPORT	16,900.00	0.00
022 - ENVIRONMENTAL SERVICES	26,364.38	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
303 - INDUSTRIAL PARK BOND	2,787.12	0.00
310 - LINKAGE TAP PROJECT	1,857.60	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	393.00	0.00
380 - PARK BONDS 2020	671,069.49	0.00
Grand Total:	1,036,849.66	12,314.27

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	60.00	0.00
001-000-054-205	DUE FROM STARKVILLE E	60.00	0.00
001-000-149-691	MUNICIPAL COURT BON	155.00	0.00
001-000-160-697	DONATION FIRE	163.89	0.00
001-000-160-698	DONATION POLICE	384.96	0.00
001-000-183-202	DUE TO FOWLER CONST	11,964.27	11,964.27
001-000-334-126	POLICE FORFEITED FUN	1,700.80	0.00
001-100-604-330	COMMUNICATIONS	79.01	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	404.03	0.00
001-110-604-330	POSTAGE / COMMUNICA	954.06	0.00
001-110-690-553	TRAINING, EDUCATION,	275.00	0.00
001-110-918-805	EQUIP & SOFTWARE	19,732.15	0.00
001-120-604-330	COMMUNICATIONS	128.43	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	19.95	0.00
001-123-604-330	COMMUNICATIONS	556.73	0.00
001-123-691-550	MISCELLANEOUS	90.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP	335.61	0.00
001-145-604-330	POSTAGE/COPIER/PHON	824.49	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-615-342	ADVERTISING, NOTICES,	45.60	0.00
001-180-600-320	DRUG/BACKGROUND CH	1,335.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	171.68	0.00
001-180-691-505	PERSONNEL / KRONOS S	61.64	0.00
001-190-501-200	SUPPLIES	156.36	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	182.19	0.00
001-190-604-330	COPIERS/PHONES/IPADS	355.70	0.00
001-190-606-065	AARP- KEEP STARKVILLE	1.97	0.00
001-192-510-220	SUPPLIES	97.76	0.00
001-192-625-380	UTILITIES	845.36	0.00
001-195-702-455	MS CODE ANNOTATED 1	350.00	350.00
001-197-604-330	COMMUNICATIONS	118.93	0.00
001-201-501-200	OFFICE SUPPLIES	477.09	0.00
001-201-525-231	GAS & OIL	8,275.12	0.00
001-201-535-233	UNIFORMS	2,807.13	0.00
001-201-556-251	POLICE SUPPLIES	4,860.07	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,199.99	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	5,040.04	0.00
001-201-625-380	UTILITIES	815.29	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	2,115.48	0.00
001-201-630-404	TECHNOLOGY	228.02	0.00
001-201-635-369	COPIER RENTAL	973.88	0.00
001-201-690-450	GPS EXPENSES	158.01	0.00
001-201-690-552	POLICE TRAINING/EDUC	4,465.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-245-690-552	DISPATCHER TRAINING	300.00	0.00
001-261-525-231	GAS & OIL	2,201.04	0.00
001-261-535-233	UNIFORMS	842.00	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	38.98	0.00
001-261-558-269	BUILDING MAINTENANC	559.88	0.00
001-261-600-390	FIRE TRAINING	2,190.52	0.00
001-261-604-330	PHONES/CABLE/INTERN	5,081.50	0.00
001-261-625-380	UTILITIES	2,479.09	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	40.48	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	237.00	0.00
001-281-535-233	UNIFORMS	297.70	0.00
001-281-604-330	COPIER/PHONES/IPADS/	88.92	0.00
001-281-820-874	VEHICLE PAYMENTS	451.38	0.00
001-290-625-380	UTILITIES / CODE RED	353.37	0.00
001-301-525-231	GAS & OIL	2,148.89	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	1,396.00	0.00
001-301-560-270	CONSTRUCTION MATERI	3,555.83	0.00
001-301-565-272	STREETS SIGNS & PAINT	769.62	0.00
001-301-604-330	COMMUNICATIONS	276.55	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	40,885.71	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	845.42	0.00
001-301-630-400	EQUIPMENT REPAIR &	453.82	0.00
001-301-740-570	NEW VEHICLES	27,357.00	0.00
001-301-820-874	EXCAVATOR / TRUCKS	8,254.33	0.00
001-550-525-231	GAS & OIL	210.47	0.00
001-550-600-296	MANAGEMENT FEE	15,000.00	0.00
001-550-600-297	MANAGEMENT EXPENS	50,000.00	0.00
001-550-600-300	PROFESSIONAL SERVICE	300.00	0.00
001-550-600-330	PHONES/COPIERS/POST	467.04	0.00
001-550-610-350	TRAVEL/TRAINING	2,038.03	0.00
001-600-901-812	MUNICIPAL BUILDING F	1,472.22	0.00
001-600-912-902	NORTHSIDE DRIVE DRAI	3,400.00	0.00
001-600-912-910	LOUISVILLE TRAFFIC SIG	28,000.00	0.00
001-600-948-857	DRAINAGE IMPROVEME	520.00	0.00
002-251-501-200	SUPPLIES	978.80	0.00
015-505-501-198	BUILDING REPAIRS & M	172.94	0.00
015-505-525-231	GAS & OIL	55.65	0.00
015-505-525-232	100LL AV GAS PURCHAS	1,953.13	0.00
015-505-525-233	JET A FUEL PURCHASES	32,921.25	0.00
015-505-541-237	OPERATING SUPPLIES	204.47	0.00
015-505-604-330	CELL PHONE/POSTAGE	39.50	0.00
015-505-625-380	UTILITIES	1,598.41	0.00
015-505-630-400	EQUIPMENT REPAIR &	3,640.44	0.00
016-515-730-650	2020 CARES ACT GRANT	16,900.00	0.00
022-322-491-137	UNEMPLOYMENT PAYM	2,242.16	0.00
022-322-501-200	OFFICE SUPPLIES	119.98	0.00
022-322-525-231	GAS & OIL - RESIDENTIA	8,925.59	0.00
022-322-555-254	SUPPLIES & SMALL TOOL	384.98	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	3,213.14	0.00
022-322-625-380	UTILITIES	2,139.95	0.00
022-322-630-252	VEHICLE REPAIRS & MAI	4,913.55	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	414.49	0.00
022-322-630-406	EQUIPMENT REPAIR &	266.95	0.00
022-322-820-872	SWEEPER 2017	3,743.59	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	2,787.12	0.00
310-000-051-702	DUE FROM FEDERAL GR	1,486.08	0.00
310-653-903-851	CITY LINKAGE TAP MATC	371.52	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
319-600-903-851	SIDEWALK/WALKWAY I	393.00	0.00
380-551-600-947	CORNERSTONE MANAG	20,000.00	0.00
380-551-907-942	EXISTING PARK IMPROV	9,400.00	0.00
380-551-907-943	LIGHTING	29,753.39	0.00
380-551-907-945	CORNERSTONE - PHASE	138,918.03	0.00
380-551-907-951	SPORTSPLEX PARKING -	15,157.25	0.00
380-551-907-952	SPORTSPLEX BRIDGE CO	8,450.00	0.00
380-551-907-955	SPORTSPLEX TURF FIEL	449,390.82	0.00
	Grand Total:	1,036,849.66	12,314.27

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,036,456.66	12,314.27
21013	393.00	0.00
	Grand Total:	1,036,849.66



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

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

David Wise

David M. Wise, CPA
Comptroller
Starkville Utilities

STARKVILLE UTILITIES
PRG. ACTPAYMT

ACCOUNTS PAYABLE LISTING
FOR: 05/04/22 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	110	ARKANSAS ELECTRIC									
10204	04/14/22	10204	Materials		05/04/22	1021.25	.00	ACH			
					VENDOR TOTAL:	1021.25					
VENDOR:	139	ACC BUSINESS									
221038922-4/22	04/25/22	0	Internet services		05/04/22	1348.69	.00	ACH			
					VENDOR TOTAL:	1348.69					
VENDOR:	190	BALDWIN POLE & PILING CO INC									
24140	04/14/22	10281	Materials		05/04/22	8976.00	.00	ACH			
					VENDOR TOTAL:	8976.00					
VENDOR:	307	CITY OF STARKVILLE									
MAR 2022-ADMIN	04/26/22	0	Administrative Fees		05/04/22	11341.31	.00	ACH			
MAR 2022-EXP	04/26/22	0	Due to City		05/04/22	13199.59	.00	ACH			
MAR 2022-STL	04/26/22	0	Reimb St Louis salary		05/04/22	4764.33	.00	ACH			
					VENDOR TOTAL:	29305.23					
VENDOR:	318	CLAYTON VILLAGE MINI STG									
4/20/22	04/25/22	0	Storage unit rental		05/04/22	115.00	.00	ACH			
					VENDOR TOTAL:	115.00					
VENDOR:	604	FASTENAL COMPANY									
MSSTA100044	04/14/22	10200	Materials		05/04/22	501.00	.00	ACH			
MSSTA99629	04/14/22	10110	Materials		05/04/22	354.00	.00	ACH			
					VENDOR TOTAL:	855.00					
VENDOR:	616	FUELMAN									
NP61983578	04/25/22	0	Fuel		05/04/22	3294.64	.00	CHK			
NP62012557	04/25/22	0	Fuel		05/04/22	4862.51	.00	CHK			
					VENDOR TOTAL:	8157.15					

INVOICE	DATE	PO NBR DESCRIPTION	UNPAID INVOICES	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
			AMOUNT	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER									
1018-159933	04/14/22	10365 Maintenance	420.87	.00	.00	ACH			
1018-159983	04/14/22	10365 Maintenance	96.95	.00	.00	ACH			
			VENDOR TOTAL:	517.82					
VENDOR: 730 GESCO UTILITY SUPPLY, INC.									
50021773-002	04/14/22	10009 Materials	88.40	.00	.00	ACH			
50022760-00	04/14/22	10348 Materials	350.00	.00	.00	ACH			
50022761-00	04/14/22	10345 Materials	1130.00	.00	.00	ACH			
			VENDOR TOTAL:	1568.40					
VENDOR: 1010 JT RAY COMPANY									
220415-042, 43	04/25/22	0 Copier service	172.64	.00	.00	ACH			
			VENDOR TOTAL:	172.64					
VENDOR: 1106 LESLIE DEAN									
2212	04/26/22	0 Maintenance	250.00	.00	.00	ACH			
			VENDOR TOTAL:	250.00					
VENDOR: 1205 LOWE'S									
901872	04/21/22	10381 Supplies	18.99	.00	.00	CHK			
902363	04/21/22	10380 Supplies	131.05	.00	.00	CHK			
908084	04/21/22	10375 Supplies	80.95	.00	.00	CHK			
909190	04/21/22	10379 Supplies	88.27	.00	.00	CHK			
909690	04/21/22	10378 Supplies	28.44	.00	.00	CHK			
			VENDOR TOTAL:	347.70					
VENDOR: 1361 M & M PROSAFETY SUPPLY									
02901B	04/13/22	10240 Materials	4044.26	.00	.00	ACH			
			VENDOR TOTAL:	4044.26					
VENDOR: 1394 NARRATIVE 12 LLC									
3/25/22	04/25/22	0 Consulting	4500.00	.00	.00	ACH			
4/25/22	04/25/22	0 Consulting	4500.00	.00	.00	ACH			
			VENDOR TOTAL:	9000.00					

STARKVILLE UTILITIES PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 05/04/22 ACCOUNT 23200			UNPAID INVOICES		RUN DATE 04/26/22		PAGE 3
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1400 NESCO											
S2518102.001	04/21/22	10332	Materials		05/04/22	441.70	.00	ACH			
S2522291.001	04/21/22	10373	Materials		05/04/22	278.66	.00	ACH			
					VENDOR TOTAL:	720.36					
VENDOR: 1525 OKTIBBEHA CO. CO-OP											
775231	04/21/22	10370	Fill Sand		05/04/22	112.00	.00	ACH			
775242	04/14/22	10346	Boots		05/04/22	90.00	.00	ACH			
					VENDOR TOTAL:	202.00					
VENDOR: 1537 PARKER-MCGILL CDJR LLC.											
128568	04/21/22	10369	Maintenance		05/04/22	452.03	.00	CHK			
					VENDOR TOTAL:	452.03					
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: 1818 UNITED RENTALS, INC.											
163327879-048	04/21/22	10106	Equipment Rental		05/04/22	1488.47	.00	ACH			
					VENDOR TOTAL:	1488.47					
VENDOR: 1823 RENASANT INSURANCE, INC.											
1219119	04/25/22	0	Employee surety bond		05/04/22	175.00	.00	CHK			
					VENDOR TOTAL:	175.00					
VENDOR: 1887 S & S LINE SERVICE INC											
2395	04/14/22	10338	Row Clearing		05/04/22	1522.32	.00	ACH			
2396	04/14/22	10338	Row Clearing		05/04/22	4536.00	.00	ACH			
2397	04/21/22	10338	Row Clearing		05/04/22	1338.80	.00	ACH			
2398	04/21/22	10338	Row Clearing		05/04/22	4536.00	.00	ACH			
2399	04/25/22	10338	Row Clearing		05/04/22	1338.80	.00	ACH			
2400	04/25/22	10338	Row Clearing		05/04/22	4536.00	.00	ACH			
					VENDOR TOTAL:	17807.92					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 05/04/22 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	INVT	DATE	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK
				INVT	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH
VENDOR:	1910	STARKVILLE ELEC-UTILITY BILL									
APR 2022	04/25/22	0	Utility bills		05/04/22	333.14	.00	DFT			
VENDOR TOTAL:						333.14					
VENDOR:	1926	SHRED MANAGERS									
4065	04/25/22	0	Shredding old documents		05/04/22	256.00	.00	CHK			
VENDOR TOTAL:						256.00					
VENDOR:	1940	STUART C. IRBY									
S012849422.001	04/14/22	10230	Materials		05/04/22	4661.30	.00	ACH			
S012859457.002	04/14/22	10229	Materials		05/04/22	1997.70	.00	ACH			
S012859550.004	04/14/22	10232	Materials		05/04/22	946.80	.00	ACH			
S012917478.004	04/14/22	10329	Materials		05/04/22	264.00	.00	ACH			
S012917481.004	04/14/22	10328	Materials		05/04/22	64.75	.00	ACH			
VENDOR TOTAL:						7934.55					
VENDOR:	1945	SULLIVAN'S									
72139	04/21/22	10377	Supplies		05/04/22	56.22	.00	ACH			
VENDOR TOTAL:						56.22					
VENDOR:	2021	TCC FACILITIES MANAGEMENT INC									
4584	04/25/22	0	Janitorial services		05/04/22	450.00	.00	ACH			
VENDOR TOTAL:						450.00					
VENDOR:	2026	TRANSARMOUR INC.									
2753	04/14/22	10368	Transformers		05/04/22	8429.70	.00	ACH			
VENDOR TOTAL:						8429.70					
VENDOR:	2040	TVPPA EDUCATION & TRAIN.									
49935	04/25/22	0	Safety training		05/04/22	500.00	.00	ACH			
VENDOR TOTAL:						500.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ

VENDOR: 2116 UTILITECH

2616	04/25/22	0	Product Development and Supp		05/04/22	500.00	.00	ACH			
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VENDOR TOTAL: 500.00

GRAND TOTAL: 104954.58

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	4	INNOVATIVE BROADCAST SERVICE									
INV-002417	04/25/22	5322	Repairs		05/04/22	591.60	.00	ACH			
INV-002440	04/25/22	5323	Repairs		05/04/22	312.50	.00	ACH			
					VENDOR TOTAL:	904.10					
VENDOR:	57	ALLIED UNIVERSAL CORPORATION									
I2772093	04/20/22	6845	Chemicals		05/04/22	7120.00	.00	ACH			
					VENDOR TOTAL:	7120.00					
VENDOR:	75	ANIXTER, INC.									
5103782-00	04/11/22	5147	Materials		04/20/22	3125.00	.00	ACH			
					VENDOR TOTAL:	3125.00					
VENDOR:	124	ATMOS ENERGY									
3020752702-4/22	04/25/22	0	Utility bill		05/04/22	361.85	.00	ACH			
3020752962-4/22	04/25/22	0	Utility bill		05/04/22	257.87	.00	ACH			
					VENDOR TOTAL:	619.72					
VENDOR:	186	BRENNTAG MID-SOUTH									
BMS115757	04/14/22	6846	Chemicals		05/04/22	2033.00	.00	ACH			
					VENDOR TOTAL:	2033.00					
VENDOR:	189	BANCORPSOUTH-2012 BONDS									
5/01/22	04/26/22	0	2.6M GO Bond Payment		05/04/22	16904.52	.00	CHK			
					VENDOR TOTAL:	16904.52					
VENDOR:	202	BELL BUILDING SUPPLY									
344133	04/14/22	6893	Materials		05/04/22	1.25	.00	ACH			
344145	04/14/22	6894	Supplies		05/04/22	66.56	.00	ACH			
344341	04/14/22	6900	Materials		05/04/22	33.43	.00	ACH			
344750	04/21/22	6911	Materials		05/04/22	29.94	.00	ACH			
					VENDOR TOTAL:	131.18					

INVOICE	DATE	PO NBR	DESCRIPTION	ITEMPL INV	AF DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR: 307 CITY OF STARKVILLE											
MAR 2022-EXP	04/26/22		0 Due to City		05/04/22	1070.04	.00	ACH			
MAR 2022-SALARY	04/26/22		0 Reimb City Salaries		05/04/22	5965.12	.00	ACH			
VENDOR TOTAL:						7035.16					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3121001-000-000	04/20/22		6795 Materials		05/04/22	6052.00	.00	ACH			
3121413-000-000	04/20/22		6885 Materials		05/04/22	380.00	.00	ACH			
3121574-000-000	04/22/22		6908 Materials		05/04/22	1600.00	.00	ACH			
VENDOR TOTAL:						8032.00					
VENDOR: 372 COVINGTON SALES & SERVICE											
92738	04/20/22		6832 Materials		05/04/22	142.48	.00	ACH			
VENDOR TOTAL:						142.48					
VENDOR: 400 IVY AUTO PARTS											
684648	04/21/22		6913 Maintenance		05/04/22	49.99	.00	ACH			
VENDOR TOTAL:						49.99					
VENDOR: 494 ELECTRIC MOTOR											
129872	04/22/22		8548 New Pump		05/04/22	69450.00	.00	ACH			
628923	04/20/22		6903 Service Call		05/04/22	2400.00	.00	ACH			
VENDOR TOTAL:						71850.00					
VENDOR: 496 EAST MISS LUMBER											
A104339	04/22/22		6915 Supplies		05/04/22	96.75	.00	CHK			
A104422	04/22/22		6923 Supplies		05/04/22	59.99	.00	CHK			
E99405	04/20/22		5307 Materials		05/04/22	263.97	.00	CHK			
VENDOR TOTAL:						420.71					
VENDOR: 498 PUMPELLY OIL ACQIUSTION LLC											
SA000000000000027	04/20/22		6849 Chemicals		05/04/22	104.48	.00	ACH			
VENDOR TOTAL:						104.48					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	605	FERGUSON ENTERPRISES LLC								
0741294	04/14/22	6880 Materials		05/04/22	411.81	.00	ACH			
0741412	04/22/22	6887 Materials		05/04/22	1435.00	.00	ACH			
		VENDOR TOTAL:			1846.81					
VENDOR:	620	G & C SUPPLY CO., INC.								
6861456	04/20/22	6888 Materials		05/04/22	1850.00	.00	ACH			
		VENDOR TOTAL:			1850.00					
VENDOR:	702	HACH								
12986746	04/20/22	6820 Lab Supplies		05/04/22	124.33	.00	ACH			
		VENDOR TOTAL:			124.33					
VENDOR:	733	HILL MANUFACTURING								
117894	04/20/22	6889 Chemicals		05/04/22	1816.50	.00	ACH			
		VENDOR TOTAL:			1816.50					
VENDOR:	765	HYDRA SERVICE, INC.								
157542	04/14/22	5303 Maintenance		05/04/22	1166.00	.00	ACH			
		VENDOR TOTAL:			1166.00					
VENDOR:	825	H & H CONSTRUCTION & EXC LLC								
1299	04/22/22	5321 Water Repair		05/04/22	2095.00	.00	ACH			
1300	04/22/22	5319 Water Repair		05/04/22	960.00	.00	ACH			
1301	04/22/22	5318 Sewer Repair		05/04/22	1525.00	.00	ACH			
1302	04/22/22	5317 Sewer Repair		05/04/22	960.00	.00	ACH			
1303	04/22/22	5316 Sewer Repair		05/04/22	1130.00	.00	ACH			
1304	04/22/22	5312 Concrete Repair		05/04/22	1156.00	.00	ACH			
1305	04/22/22	5311 Water Repair		05/04/22	1490.00	.00	ACH			
1306	04/22/22	5315 Sewer Repair		05/04/22	960.00	.00	ACH			
1307	04/22/22	5314 Sewer Repair		05/04/22	1175.00	.00	ACH			
1308	04/22/22	5313 Water Repair		05/04/22	745.00	.00	ACH			
		VENDOR TOTAL:			12196.00					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 05/04/22 ACCOUNT 23110			RUN DATE 04/26/22		03:07 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR:	1010	JT RAY CO							
220415-0044	04/25/22	0 Copier service		05/04/22	59.10	.00	ACH		
				VENDOR TOTAL:	59.10				
VENDOR:	1106	LESLIE DEAN							
2210, 2211	04/26/22	0 Maintenance		05/04/22	2200.00	.00	ACH		
				VENDOR TOTAL:	2200.00				
VENDOR:	1168	LEE'S PRECAST CONCRETE							
149118	04/21/22	6813 Manhole		05/04/22	2759.75	.00	ACH		
149120	04/22/22	5250 Materials		05/04/22	11928.00	.00	ACH		
				VENDOR TOTAL:	14687.75				
VENDOR:	1205	LOWE'S							
901593	04/20/22	5306 Supplies		05/04/22	51.27	.00	CHK		
902609	04/22/22	5320 Supplies		05/04/22	244.08	.00	CHK		
909835	04/14/22	5305 Supplies		05/04/22	47.41	.00	CHK		
				VENDOR TOTAL:	342.76				
VENDOR:	1329	NORTH CENTRAL LABORATORIES							
468915	04/14/22	6822 Lab Supplies		05/04/22	426.56	.00	ACH		
				VENDOR TOTAL:	426.56				
VENDOR:	1390	JACKSON NEWELL PAPER CO							
3144416	04/22/22	6869 Supplies		05/04/22	175.70	.00	ACH		
				VENDOR TOTAL:	175.70				
VENDOR:	1525	OKTIBBEHA COUNTY COOP							
773224	04/20/22	6883 Uniforms		05/04/22	420.58	.00	ACH		
775032	04/20/22	6898 Top Soil		05/04/22	34.00	.00	ACH		
775079	04/14/22	6902 Top Soil		05/04/22	68.00	.00	ACH		
776695	04/20/22	6906 Boots		05/04/22	105.26	.00	ACH		
777284	04/22/22	6622 Uniforms		05/04/22	130.68	.00	ACH		
				VENDOR TOTAL:	758.52				

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1620	POLLAN PROMOS								
22159	04/14/22	6838 Uniforms		05/04/22	589.88	.00	ACH			
				VENDOR TOTAL:	589.88					
VENDOR:	1800	RACKLEY OIL, INC.								
000570762	04/25/22	6770 Maintenance		05/04/22	2224.75	.00	ACH			
000571690	04/25/22	6851 Maintenance		05/04/22	934.45	.00	ACH			
				VENDOR TOTAL:	3159.20					
VENDOR:	1905	STARKVILLE AUTO PARTS								
5151-151783	04/14/22	6895 Supplies		05/04/22	5.99	.00	CHK			
5151-151971	04/22/22	6910 Maintenance		05/04/22	118.47	.00	CHK			
5151-152010	04/22/22	6919 Supplies		05/04/22	49.96	.00	CHK			
5151-152052	04/22/22	6925 Maintenance		05/04/22	4.99	.00	CHK			
5151-152056	04/22/22	6925 Maintenance		05/04/22	40.49	.00	CHK			
				VENDOR TOTAL:	219.90					
VENDOR:	1909	STARKVILLE WATER - UTILITIES								
APR 2022	04/25/22	0 Utility bills		05/04/22	53912.76	.00	DFT			
				VENDOR TOTAL:	53912.76					
VENDOR:	1911	SPRINGER ENGINEERING INC.								
14378	04/20/22	6809 Survey		05/04/22	1500.00	.00	ACH			
				VENDOR TOTAL:	1500.00					
VENDOR:	1917	RONNIE JONES CONST, INC.								
20221097	04/20/22	6897 Crusher Run		05/04/22	1895.88	.00	ACH			
				VENDOR TOTAL:	1895.88					
VENDOR:	1923	SHURDEN CONSTRUCTION								
002103	04/25/22	6892 Repairs		05/04/22	1309.11	.00	CHK			
				VENDOR TOTAL:	1309.11					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1937		SOUTHERN PIPE & SUPPLY								
6387479-00	04/20/22		6751 Materials		05/04/22	1558.19	.00	ACH			
6525595-00	04/22/22		5291 Materials		05/04/22	3426.92	.00	ACH			
					VENDOR TOTAL:	4985.11					
VENDOR:	2098		ULINE								
147753779	04/21/22		6904 Supplies		05/04/22	288.69	.00	ACH			
					VENDOR TOTAL:	288.69					
VENDOR:	2104		UPS								
24W1X6152, 62	04/25/22		0 Postage		05/04/22	280.41	.00	CHK			
					VENDOR TOTAL:	280.41					
VENDOR:	2111		USA BLUEBOOK								
930220	04/14/22		6841 Pump		05/04/22	1497.37	.00	ACH			
944588	04/20/22		6739 Materials		05/04/22	782.46	.00	ACH			
					VENDOR TOTAL:	2279.83					
VENDOR:	2202		WAYPOINT ANALYTICAL								
1066242	04/22/22		6609 Testing		05/04/22	252.00	.00	ACH			
					VENDOR TOTAL:	252.00					
VENDOR:	2307		WISSCO								
22102	04/25/22		5248 Testing Supplies		05/04/22	8538.09	.00	CHK			
					VENDOR TOTAL:	8538.09					
					GRAND TOTAL:	235333.23					



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: May 3, 2022
PAGE: 1

SUBJECT:

Request authorization for Fire Marshal Mark McCurdy to travel to Gulfport, MS to attend the 2022 Building Officials Association of MS Summer Conference & Training Event @ the Courtyard by Marriott Gulfport Beachfront on June 12 - 17, 2022 at an approximate cost of \$1,200.00 (hotel, registration and meals).

AMOUNT & SOURCE OF FUNDING \$1,200.00 (001-261-600-390) Fire Training

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Fire Department

DIRECTOR'S
AUTHORIZATION: Fire Chief Yarbrough

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

SUGGESTED MOTION:

Move approval for authorization for Fire Marshal Mark McCurdy to travel to Gulfport, MS to attend the 2022 Building Officials Association of MS Summer Conference & Training Event @ the Courtyard by Marriott Gulfport Beachfront on June 12 - 17, 2022 at an approximate cost of \$1,200.00 (hotel, registration and meals).



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 03, 2022
Page: 1

SUBJECT:

Request authorization to hire Alan Little as a Driver in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Alan Little - 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 Alex Esters who resigned.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director.

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Alan Little as a Driver in the Sanitation/Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 03, 2022
Page: 1

SUBJECT:

Request authorization to hire Tavion Pegues as a temporary Maintenance Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Tavion Pegues - Annual Salary of \$27,185.60 (\$13.07 per hour) based on 2080 hours. Not benefits eligible.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Tyrone Spencer who is suspended.

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 Tavion Pegues as a temporary Maintenance Worker in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 03, 2022
Page: 1

SUBJECT:

Request authorization to hire Keith Fortenberry as a Wastewater Operator IV in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Annual Salary of \$55,640 (\$26.75 per hour) based on 2080 hours.

FISCAL NOTE:

Paid 100% from Water Division of Starkville Utilities- Acct 601.40

AUTHORIZATION HISTORY:

This position was previously held by John Ricks 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 Keith Fortenberry as a Wastewater Operator IV in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 03, 2022
Page: 1

SUBJECT:

Request authorization to convert two (2) part-time positions into one (1) full-time position in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

Two part-time positions are budgeted at \$22,390
One full-time positions total cost (salary, pers, ss, health) \$40,386.08

Budget addition of \$7,996.08. The proposed changes will be funded through a reallocation of funds in the current budget.

FISCAL NOTE:

Budgeted from line item # 015-505-430-105

AUTHORIZATION HISTORY:

With all of the vacant positions within the department, all part-time positions are being reviewed and, where appropriate, restructured. The proposed changes allow us to more clearly define responsibilities and to direct and control the work done.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to convert two (2) part-time positions into one (1) full-time position in the Starkville Airport Department.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: May 03, 2022
Page: 1

SUBJECT:

Request authorization to classify Tanya Mullen as a lead Radio Operator/Records Clerk (Dispatcher) in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Non Exempt Annual Salary of \$34,000 (\$16.35 per hour) based on 2080 hours.

LINE ITEM:

Budgeted from line item #001-245-440-103

AUTHORIZATION HISTORY:

This is a replacement position with responsibilities previously held by Frances Ewing.

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 classify Tanya Mullen as a lead Radio Operator/Records Clerk (Dispatcher) in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 03, 2022
Page: 1

SUBJECT:

Request authorization to classify Bailey Wofford as an interim System Engineer in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 15, Exempt - \$67,650 (\$32.54 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2021/22 budget.
100% of pay from Water Division, Acct. 601.20.

AUTHORIZATION HISTORY:

This is a replacement position with responsibilities previously held by Vincent McKenzie who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities

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 classify Bailey Wofford as an interim System Engineer in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 03, 2022
Page: 1

SUBJECT:

Request authorization to advertise for a part -time Custodian in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Non Exempt Salary Range of \$13,592.80 (\$13.07) - \$15,080 (\$14.50) based on 1040 hours.

FISCAL NOTE:

From the Utilities Department Funds are included in the fiscal year 2021/22 budget.
100% of pay from Water Division, Acct. 601.20.

AUTHORIZATION HISTORY:

In the past contract workers have been used to clean the buildings, but after review of contract workers vs. employees, all contract labor arrangements are being reviewed, and where appropriate, restructured. Having an in house employee will also provide better oversight.

REQUESTING DEPARTMENT:

Starkville Utilities, City Hall and Airport

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager; or
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a part -time Custodian in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 03, 2022
Page: 1

SUBJECT:

Request authorization to advertise for a part-time Custodian shared between two (2) Departments which include: City Hall, and the Airport .

AMOUNT & SOURCE OF FUNDING:

Non Exempt Salary Range of \$13592.80 (\$13.07) - \$15,080 (\$14.50) based on 1040 hours.

FISCAL NOTE:

From the City Clerk's Department Funds are included in the fiscal year 2021/22 budget.
60% of pay from Acct. 001-192-600-338.

From the Airport Department Funds are included in the fiscal year 2021/22 budget.
40% of pay from Acct. 015-505-501-198

AUTHORIZATION HISTORY:

In the past contract workers have been used to clean the buildings, but after review of contract workers vs. employees, all contract labor arrangements are being reviewed, and where appropriate, restructured. Having an in house employee will also provide better oversight.

REQUESTING DEPARTMENT:

Starkville Utilities, City Hall and Airport

DIRECTOR'S AUTHORIZATION:

Lesa Hardin, CFO/City Clerk
Rodney Lincoln, Director

FOR MORE INFORMATION CONTACT:

The Directors Above; or
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a part-time Custodian shared between two (2) Departments which include: City Hall, and the Airport .



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 5/3/2022
PAGE: 1 of 1**

SUBJECT: Request approval of lowest quote from Howard Technologies for yearly renewal for antivirus software.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project will come from account #001-123-600-300. Some of the cost will be shared by the Utilities department

FISCAL NOTE:

Two Quotes: Howard Technology - \$8,100.00 and Next Step Innovation - \$9,300.00

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: This is the antivirus product that the City currently uses. This extends our licensing for another year.

STAFF RECOMMENDATION: Staff recommends approval.

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com



Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No:	JB13 1200052.00	Quote Date:	April 21, 2022
Customer Name:	Scott Grice	Phone Number:	6623234583
Company Name:	City of Starkville	Fax Number:	
Quote Name:	Bitdefender Update 2		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Bitdefender GravityZone Elite - Education Renewal, 1 Year, 250-499 MPN: 2883ZZBER120F LZZ	300	\$19.00	\$5,700.00
2:	Bitdefender GravityZone Patch Management - Education Renewal, 1 Year, 250-499 MPN: 2897ZZBER120F LZZ	300	\$8.00	\$2,400.00

Sub-Total:	\$8,100.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total for Item 1:	\$8,100.00

This quote will expire May 21, 2022.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$8,100.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$8,100.00

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United



Taking your technology to the next step!

PO Box 12707
Jackson, MS 39236

Phone (601) 708-4500
Fax (866) 412-4090

QUOTE

Quote # NSQ43754
Date 04/26/2022
Sales Rep. Steve McAlexander
steve_mcalexander@nextstepinnovation.com

Bit Defender

Bill To:

City of Starkville

ATTN: Accounts Payable
110 West Main Street
Starkville, MS 39759

Ship To:

City of Starkville

City of Starkville
110 West Main Street
Joel Clements
Starkville, MS 39759

Qty	Part Number	Description	Unit Price	Ext. Price
300	2883ZZBER120FL ZZ	Bitdefender GravityZone Business Security Premium - EDU R, 1 Year, 250 - 499	\$20.00	\$6000.00
300	2897ZZBER120EL ZZ	Bitdefender GravityZone Patch Management - EDU R, 1 year, 250 - 499	\$11.00	\$3300.00
			Subtotal	\$9300.00
			Tax	\$0.00
			Shipping	FREE
			TOTAL	\$9300.00

**THIS IS NOT AN INVOICE
DO NOT PAY**

This quote is valid until 05/10/2022.

www.nextstepinnovation.com

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

AGENDA ITEMS NO:
AGENDA DATE: 5/03/2022
PAGE:

SUBJECT: Request authorization for approval for change order to Phase III of the Cornerstone Contract in the amount of \$0.00. This change order adds 175 day extension due to material supply issues. The new completion date will be extended to December 31, 2022.

AMOUNT & SOURCE OF FUNDING:

No funding requested

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING DEPARTMENT: N/A

DIRECTOR'S AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approved change order for T&M Steel for Phase III change order #5 in the amount of \$0.00, but with the 175-day extension and a new completion date of December 31, 2022.

**Cornerstone Park - Phase 3
CONTRACT CHANGE ORDER FORM**

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 5
OWNER:	City of Starkville	DATE: 4/18/2022
CONTRACTOR:	T & M Steel Erectors, Inc.	

You are hereby requested to comply with the following changes from the contract plans and specifications:

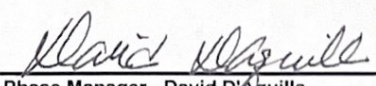
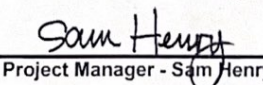
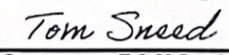
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Completion schedule extension due to supply issues		
TOTALS		\$0.00	\$0.00
OVERALL TOTAL			\$0.00

JUSTIFICATION: Adding addition days to construction schedule due to shortage of concrete.

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$7,417.00
Change Order #2 increased the contract amount by:	\$35,747.00
Change Order #3 increased the contract amount by:	\$7,943.00
Change Order #4 increased the contract amount by:	\$103,120.00
The Contract Total including this change order will be:	\$9,227,291.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
Change Order 2 increased the Contract Completion Date by the following # of days:	"10"
Change Order 3 increased the Contract Completion Date by the following # of days:	"28"
Change Order 4 increased the Contract Completion Date by the following # of days:	"21"
Change Order 5 increased the Contract Completion Date by the following # of days:	"175"
The new Contract Completion Date will be:	December 31, 2022

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	 Phase Manager - David D'Aquila	04.18.22 Date
Recommended	 Project Manager - Sam Henry	04.18.22 Date
Accepted	 Contractor - T & M Steel Erectors, Inc.	04.18.2022 Date
Approved	_____ City of Starkville Mayor Lynn Spruill	_____ Date



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

AGENDA ITEM DEPT.: SES

AGENDA DATE: 5-03-2022

PAGE: 1 of 1

SUBJECT: Request approval for consideration to return to rental and maintenance of City uniforms by a uniform service from the lower quote of \$280.53 per week from Unifirst.

AMOUNT & SOURCE OF FUNDING:

Two quotes received: Unifirst - \$280.53 per week and Cintas - \$294.80 per week

History:

A few years ago it was decided to try purchasing uniform shirts, jackets, etc for employees vs the cost of renting due to poor and delinquent service. Mr. Smiley would like to return to renting uniforms which includes laundry service. Unifirst is not the company the City was previously with.

REQUESTING

DEPARTMENT:

Sanitation & Environmental

DIRECTOR'S

AUTHORIZATION: Chris Smiley

Director of SES
Services

FOR MORE INFORMATION CONTACT: Chris Smiley

SUGGESTED MOTION: Approval to return to rental and maintenance of City uniforms by a uniform service from the lower quote of \$280.53 per week from Unifirst.

Chris,

Here is the pricing for the garments you picked.

935 Comfort shirts are \$.27 each weekly so 11 sets = \$2.97 per person

270 Cargo pants are \$.40 each weekly so 11 sets = \$4.40 per person

65386 ANSI work shirts are \$.83 each weekly so 11 sets = \$9.13 per person

So a person that gets the 935 shirts and the 270 pants will be \$7.37 weekly

A person in the 65386 shirts and the 270 pants will be \$13.53 weekly

These prices include garment insurance for damaged garments and the full laundry service. Please let me know if you have any questions. Thanks!

Matt Hammond | Uniform Territory Representative

Cintas Corporation

Cell 205.292.8383

3437 Kauloosa Ave | Tuscaloosa, AL 35401

hammondm@cintas.com | cintas.com

\$7.37 x 40 = \$294.80 per week



Proposal

UniFirst Corporation

700 Dogwood Stand Road
Booneville, MS 38829
334-341-0757

VIP Proposal for:

City of Starkville Sanitation

Total Cost Overview

Date: 03/23/22

★	Weekly Invoice		\$280.93
#	Uniform Rental Item Descriptions	Quantity	Total Cost
1	02MH- Tshirt Shortsleeve (.10)	135	\$13.50
2	06MH-Mimix S/S Enhanced Vis, Oil Block, Ripstop (.73)	108	\$78.84
3	10AI- Cargo Pant Men's (.29)	319	\$92.51
4	1167- Womens Workpant (.23)	11	\$2.53
5	04TO- S/S Ripstop Cl 2 (.49)	54	\$26.46
6	023C-S/S Enh Vis w/ Refl (.31)	11	\$3.41
7	013C-L/S Enh Vis w/ Refl (.35)	11	\$3.85
8	08MX- L/S Mimix Shirt w/ Panel (.33)	11	\$3.63
9			
10	Specialty Garment Protection (660 @ \$.07) =		\$46.20
11			
12			
13			
14	DEFE (service charge)		\$10.00
15			
16			
17			
18			
19			
20			
21			

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

*Price does not include sales tax.

Sales Representative:

AC Barret

662-418-2295

Anne.Barret@Unifirst.com

INSTALLATION DATE _____

MM/BB/YYY

COMPANY NAME (Customer) _____ LOC. NO. 220
 ADDRESS _____ ROUTE NO. _____
 _____ DATE _____
 PHONE _____ SIC/NAICS _____

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VALU-LEASE ²
								
								
								
								
								
								
								
								
								
								
								
								
								
								

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

Minimum weekly charge applies, equal to 75% of the initial weekly install value

OTHER CHARGES		AMOUNT
Garment preparation per piece		1.25
Name emblem per piece		1.50
Company emblem per piece		2.50
Direct Embroidery:	Wearer name per piece	
	Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	10.00

COMMENTS	

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
 CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

INSTALLATION DATE _____ MM/DD/YYYY

COMPANY NAME (Customer) _____ LOC. NO. 220
 ADDRESS _____ ROUTE NO. _____
 _____ DATE _____
 PHONE _____ SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD, ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE²
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Minimum weekly charge applies, equal to 75% of the initial weekly install value.

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☐

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

LOCATION MANAGER (Print Name and Title) _____

The undersigned agrees to the attached Customer Service Agreement Terms
and attests to have the authority to execute for the named CUSTOMER, and to approve
use of any personalization – including logos or brand identities – that has been requested.

EMAIL _____

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof, and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.



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

AGENDA ITEM NO:
AGENDA DATE: May 3, 2022
PAGE: 1 of 12

SUBJECT: Request of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing the engagement of certain professionals to assist with the authorization, issuance, sale, validation, and delivery of the proposed combined water and sewer system revenue bonds of the municipality or a loan to the municipality from the Mississippi Development Bank; and for related matters.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

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 authorize the engagement of certain professionals to assist with the authorization, issuance, sale, validation, and delivery of the proposed combined water and sewer system revenue bonds of the municipality or a loan to the municipality from the Mississippi Development Bank; and for related matters.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE AUTHORIZATION, ISSUANCE, SALE, VALIDATION, AND DELIVERY OF THE PROPOSED COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A LOAN TO THE MUNICIPALITY FROM THE MISSISSIPPI DEVELOPMENT BANK; AND FOR RELATED MATTERS.

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. Pursuant to Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Utilities Act”), Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), and other applicable laws of the State of Mississippi (together, the “Act”), the Municipality desires to issue combined water and sewer system revenue bonds (the “Bonds”) or obtain a loan from the Mississippi Development Bank (the “Bank”) to the Municipality (the “Loan”), all in the maximum principal amount of \$7,000,000, to finance improving, repairing, and extending the System (the “Authorized Purpose”), consisting primarily of improving, repairing, and extending all or any portion of the properties, facilities, and assets of the System (the “Project”).

3. The Municipality desires to go forward with preparation for the issuance of the Bonds or the Loan for the Authorized Purpose and Project, and desires to affirm or approve the engagement of certain professionals to assist with the issuance of the Bonds or the Loan.

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

SECTION 1. The Municipality and the professionals herein engaged are hereby authorized to proceed with the preparation for the issuance of the Bonds or the Loan in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. The Municipality hereby authorizes and approves the engagement of Government Consultants, Inc., Madison, Mississippi, to serve as Independent Registered Municipal Advisor to the Municipality (the “Municipal Advisor”) in connection with the issuance of the Bonds or the Loan, and authorizes the Mayor to execute the letters of engagement and disclosure attached hereto as **Attachment A**.

SECTION 3. The Municipality hereby authorizes and approves the engagement of the law firm of Watkins & Eager PLLC, Jackson, Mississippi, to serve as Bond Counsel (the “Bond Counsel”) in connection with the issuance of the Bonds or the Loan, and authorizes the Mayor to

execute the engagement letter attached hereto as **Attachment B**.

SECTION 4. The Municipality hereby affirms the engagement of Christopher J. Latimer, Esq., of Mitchell, McNutt & Sams, Starkville, Mississippi, to serve as Counsel to the Municipality (the "Counsel to the Municipality") in connection with the issuance of the Bonds or the Loan.

SECTION 5. The Municipality by subsequent resolutions shall take such actions as may be necessary to specify the terms and conditions of the authorization, issuance, sale, validation, and delivery of the Bonds or the Loan.

SECTION 6. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

Alderman Hamp Beatty	voted: _____
Alderman Mike Brooks	voted: _____
Alderman Ben Carver	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman Jeffrey Rupp	voted: _____
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, May 3, 2022.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Attachment A

Letters of Engagement and Disclosure for Municipal Advisor



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

May 3, 2022

Mayor and Board of Aldermen
City of Starkville, Mississippi
110 W. Main Street
Starkville, MS 39759

Re: City of Starkville, Mississippi
Not to Exceed \$7,000,000 City of Starkville, Mississippi Combined Water and Sewer System Revenue Bonds, in one or more series; OR
Not to Exceed \$7,000,000 Mississippi Development Bank Special Obligation Bonds (Starkville, Mississippi Combined Water and Sewer System Revenue Bond Project), in one or more series (collectively, the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing to provide certain disclosures to you as representative of the City of Starkville, Mississippi (the "Issuer" or "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to you relative to the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives related to the Bonds.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.
- (vi) In the event the Bonds are issued by the Mississippi Development Bank, we will be likewise engaged as Municipal Advisor to the Mississippi Development Bank as the "Issuer" and you as the "Obligor" under the documents related to the Bonds.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. In the event the Bonds are issued by the Mississippi Development Bank, GCI will be engaged as the Municipal Advisor to the Mississippi Development Bank as Issuer and to you as Obligor, which represents a potential conflict of interest during the issuance of the Bonds. In accordance with MSRB Rule G-42, GCI will follow its fiduciary duty, that includes the duty of loyalty and the duty of care, to both the Issuer and Obligor, if applicable, and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in your best interest. There are no other known material conflict(s) of interest at the time of engagement.

If any new or additional material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the issuance of the Bonds and is based, in part, on the size of the bonds. We will negotiate with you as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to you and provide unbiased and independent advice as required by the MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

GCI recommends potential clients to undertake its own evaluation of GCI's regulatory history, professional qualifications, and other material issues. Such information, whether material or not, must be reported on Form MA and/or MA-I filed with the SEC. There are no recent changes made on any Form MA or Form MA-I, which are available and can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require that these payments be made no matter what budget restraints may be encountered. Your failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer other debts at market rate levels.

Please be aware of the following basic aspects of the Bonds:

Fixed rate debt is an interest-bearing obligation that contains rates specified at closing and will not change while the bonds are outstanding. Maturity dates are fixed at the time of the closing and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

Revenue bonds are a debt obligation secured by a pledge of incomes and revenues (fees, rates or rentals). You pledge to use the lawfully available net revenues of the fund or funds in the manner as described in the documents related to issuance for the repayment of the Bonds.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as your appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by either party. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: _____
Nick Schorr

RECEIPT ACKNOWLEDGEMENT

BY: _____

Signature

Lynn Spruill, Mayor, City of Starkville, Mississippi
Authorized Representative's Name

Attachment B

Bond Counsel Letter of Engagement

Mailing Address:
P.O. Box 650
Jackson, Mississippi 39205
Telephone: (601) 965-1900
Facsimile: (601) 965-1901



BRAD C. DAVIS
DIRECT DIAL: (601) 965-1988
EMAIL ADDRESS:
bdavis@watkinseager.com

May 3, 2022

Christopher J. Latimer, Esq.
Mitchell McNutt & Sams, PA
1216 Van Buren Avenue
Oxford, Mississippi 38655

RE: \$7,000,000 Combined Water and Sewer System Revenue Bonds (the "Bonds")
City of Starkville, Mississippi

Dear Lynn:

This letter will confirm the selection by the City of Starkville, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Bond Counsel with respect to the above-referenced bonds to be issued by the Municipality (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities as Bond Counsel to the Municipality and be compensated by you for performing in such role.

Proceeds of the Bonds are expected to be used to provide funds for the purpose of (i) improving, repairing, and extending the combined water and sewer system (the "System") of the Municipality (the "Authorized Purpose"); and (ii) paying the costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Scope of Engagement and Duties to Be Performed

As Bond Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Bonds, the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi income tax purposes. Assuming that no legal impediments to the issuance of the Bonds become apparent, we would contemplate furnishing to the Municipality and the financial institution purchasing the Bonds (the "Purchaser") our approving opinion as to the validity of the Bonds, which opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"), and will be based on facts and law existing as of its date. Upon delivery of the opinion with respect to the original issuance of the Bonds, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In addition to rendering our approving opinion upon authorizing issuance of the Bonds, we will draft or review the basic legal documents required for authorization, securing, issuing, and

sale of the Bonds, including the Bond Resolution of the Municipality, the Notice of Bond Sale, and all related proceedings of the Municipality and resolutions which might be required. We will undertake validation proceedings under the laws of the State of Mississippi. We will also prepare or furnish the incidental closing documents (excepting those customarily prepared or furnished by the Municipality or Purchaser or their respective counsel), including various certificates to be signed by the Municipality, and the form of opinion which will be required from the Municipality's counsel.

In addition, in connection with the delivery of our opinion, we may require that the proceedings for the issuance of such Bonds include other items, including the following:

- (a) an opinion of the Municipality's counsel addressing the authorization of the issuance of the Bonds and the execution of the related documents, and other matters normally covered by an opinion of counsel to the Municipality in similar financings;
- (b) certificates from the Municipality's officials dealing with financial condition, litigation, regulatory approval, due authorization, and various factual matters; and
- (c) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth of facts certified as true by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine.

We assume that we will have the full cooperation of the Municipality, the Purchaser, appropriate officials of the Municipality, and any others necessary to successfully complete this financing, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Compensation and Reimbursement

We propose that our fee be determined in consultation and negotiation with Municipality, to include the standard State Bond Attorney fee, with such fee to be based upon (i) the terms, structure, size, and schedule of the financing which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we devoted to the financing, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to any fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

Documents and Files

Subsequent to the Closing, we will provide you with a copy of the Closing transcript relating to the issuance of the Bonds. In addition, any documents or related materials which you have provided to us in connection with our participation in the transaction will be returned to you at your request. All other documents, materials, and work product of any kind shall constitute our own files and property and will be retained or discarded at any time at our sole discretion.

Waiver of Conflict

From time to time this firm represents client, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as Bond Counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering on or more opinions with respect to the Bonds) and our representation of other clients, in unrelated matters as described above, and we have concluded that the performance of our responsibilities as Bond Counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Miscellaneous

Once the Bonds are issued, our engagement as Bond Counsel will be completed. Except the completion and distribution of the transcripts, we will have no further obligations as Bond Counsel with regard to the Bonds.

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding

May 3, 2022

Page 4

that should anything come to our attention prior to the issuance of the Bonds which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,



Watkins & Eager PLLC

cc: Mayor Lynn Spruill

Accepted and agreed to this day, _____, 20____.

City of Starkville, Mississippi

By: _____

Name: _____

Title: _____



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

AGENDA ITEM NO:
AGENDA DATE: May 3, 2022
PAGE: 1

SUBJECT Request authorization to advertise for bids for the rehab of the sanitary sewer collection system in the Green Oaks neighborhood south side and Rolling Hills neighborhood.

AMOUNT & SOURCE OF FUNDING: 2021-2022 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

SUGGESTED MOTION:

Move approval advertise for bids for the rehab of the sanitary sewer collection system in the Green Oaks neighborhood south side and Rolling Hills neighborhood.



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

AGENDA ITEM NO:
AGENDA DATE: May 3, 2022
PAGE: 1

SUBJECT: Request authorization for Starkville to initiate task order #2 with Seven States Power Corporation for consulting services for the solar flexibility RFP.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION, CONTACT: Edward Kemp 323-3133

The professional Service agreement was board approved on November 16, 2021.

SUGGESTED MOTION:

Move approval for Starkville to initiate task order #2 with Seven States Power Corporation for consulting services for the solar flexibility RFP.

TASK ORDER #2
FOR PROFESSIONAL SERVICES - STARKVILLE UTILITIES

In accordance with the Professional Services Agreement between Starkville Utilities (Member) and Seven States Power Corporation (Seven States), dated November 16, 2021 ("Agreement"), Member and Seven States agree as follows:

1. **Specific Project Title:** Consulting Services for Flexibility Option Solar RFP.
2. **Description:** This Task Order is to provide Starkville Utilities consulting services associated with the issuance, review and evaluation of a Solar RFP under the TVA Flexibility Option.
3. **Scope of Services:** Preparation, issue, and management of the solar Request For Proposal (RFP) on behalf of Starkville Utilities; serving as the primary point of contact for the potential bidders; initial assessment of the RFP responses; providing input to Starkville Utilities on the assessment of responses; and facilitating a Best & Final assessment, if needed.
4. **Client's Responsibilities:** As indicated in Professional Services agreement and to provide input, hosting capacity map(s), review and approval of the RFP, assessment of responses.
5. **Not Included:** Travel expenses.
6. **Schedule:** Upon signature of this Task Order Seven States will be prepared to issue the RFP on behalf of Starkville Utilities within 45-days. RFP will be open for 3-months. Best and Final responses, if needed would be due 30-days after issue of the request.
7. **Payment to Seven States:**
 - a. Seven States proposes to perform this Task Order on a lump sum basis. The total compensation to Seven States for the services identified by this Task Order shall be identified by the table below:

Work Item	Fee
Flexibility Assessment and Recommendations Report	\$7,500
 - b. Amounts included in the table above are "Not to Exceed" amounts unless Member and Seven States mutually agree in writing to amend the scope and associated fee.
 - c. Starkville Utilities to be billed at a rate of \$2,000 per month with balance due upon selection of successful bidder or election to not select a successful bidder.
8. **Travel:** Seven States does not anticipate that travel will be required.
 - a. Travel Expenses are in addition to the "Not to Exceed" amount.
 - b. Seven States will also invoice MEMBER for any out-of-pocket expenses incurred by SEVEN STATES in the course of performing the services (including customary reimbursements for expenses such as mileage and meals/travel expenses), and any taxes payable by MEMBER hereunder.
9. **Subconsultants:** Seven States does not intend to utilize subconsultants on this Task Order.
10. **Other Amendments to Professional Services Agreement:** None.

SUPPLEMENT A
FEES FOR THE SERVICE

Fees for each service are shown below. The chart below reflects the applicable billing period and annual fee amount.

Online Advice	Quarterly Fee	Annual Fee
	\$0.00	\$0.00

My Total Retirement		
Participant Account Balance	Quarterly Fee	Annual Fee
≤ \$100,000.00	0.10%	0.40%
Next \$150,000.00	0.10%	0.40%
Next \$150,000.00	0.10%	0.40%
≥ \$400,000.01	0.10%	0.40%

For example, if your account balance subject to My Total Retirement is \$50,000.00, the maximum annual fee is 0.40% of the account balance. If your account balance subject to My Total Retirement is \$500,000.00, the first \$100,000.00 will be subject to a maximum annual fee of 0.40% (quarterly 0.10%), the next \$150,000.00 will be subject to a maximum annual fee of 0.40% (quarterly 0.10%), the next \$150,000.00 will be subject to a maximum annual fee of 0.40% (quarterly 0.10%), and any amounts over \$400,000.00 will be subject to a maximum annual fee of 0.40% (quarterly 0.10%). For example, the maximum quarterly fee for an account balance less than \$100,000.00 (subject to maximum annual fee of 0.40%) would be 0.10% quarterly, as demonstrated above.

Service fees will generally be debited from your account based on your Service Provider's Form ADV Brochure and the terms of service and billing period agreed upon by your plan sponsor; however, if you cancel participation in the service, the fee will be based on your participation in the service through the date of cancellation for asset-based fees. For dollar-based fees, the full billing period rate will be assessed notwithstanding the date of cancellation. If your plan terminates its agreement with your Service Provider or with its recordkeeper, the fee will be debited based on your participation in the service through the date of such termination. The fee you are charged depends on the plan you participate in, and in certain instances, the fees charged may actually be lower than the fee depicted.

You can access our Privacy Policy via the link below:
<https://www.empower-retirement.com/privacy>

You can access our ADV Disclosure Brochure via the link below:
<https://dcprovider.com/AAG/AAG-ADV-Brochure-MIM-MAS-IRA-Part-2A-3-29-21.pdf>



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

AGENDA ITEM NO:
AGENDA DATE: May 3, 2022
PAGE: 1

SUBJECT: Request authorization to declare two (2) mini excavators and a backhoe as surplus and advertise for sale and sell to the highest bidder on govdeals.com.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

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 declare two (2) mini excavators and a backhoe as surplus and advertise for sale and sell to the highest bidder on govdeals.com.



Mini Excavator – Bobcat 324
Serial Number: 562418268
Operating hours: Unknown



Backhoe -Ford/New Holland 555A
Serial Number: Unknown
Operating Hours: 1,021



Mini Excavator – Bobcat 323
Serial Number: AKY511593
Operating Hours: 1,683



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

AGENDA ITEM NO:
AGENDA DATE: May 3, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest quote from Central Pipe Supply for 252 ft of 12" PVC sewer pipe (material only) for the Collegeview sewer point repair project in the amount of \$8,305.92

AMOUNT & SOURCE OF FUNDING: 2021-22 Budget

FISCAL NOTE: 2 Quotes Received

Ferguson:	\$8,424.36
Central:	\$8,305.92

AUTHORIZATION HISTORY:

Approval for the 8" pipe for this project occurred during the April 19th board meeting. Due to the minimum slope standard set by the City of Starkville, the pipe needed to be upgraded to a 12" size.

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 Central Pipe Supply for 252 ft of 12" PVC sewer pipe (material only) for the Collegeview sewer point repair project in the amount of \$8,305.92



CENTRAL PIPE SUPPLY - JACKSON
101 WARE ROAD
PEARL, MS 39208
601-939-3322
Fax 601-932-8944



Quotation

EXPIRATION DATE	QUOTE NUMBER
04/28/2022	S100294621
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	04/26/2022	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
252ft	PIPE PVC SDR-26 SEWER G/J 12" Pn: 11118 Currently in Stock		32.960/ft	8305.92	
Tax not included. Pricing subject to change due to volatility in the marketplace.			Subtotal	8305.92	
			S&H Charges	0.00	
			Amount Due	8305.92	



FEL - NEW ORLEANS WW #1222
901 S. LABARRE
SUITE 206
METAIRIE, LA 70001-5966
Phone: 504-834-1106
Fax: 504-831-4179

Deliver To:
From: Katje Elise Touns
Comments:

13:16:49 APR 26 2022

Page 1 of 1

FERGUSON WATERWORKS #1221

Price Quotation
Phone: 504-834-1106
Fax: 504-831-4179

Bid No: B360425
Bid Date: 04/26/22
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
SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE	252	33.430	FT	8424.36
Net Total:					\$8424.36
Tax:					\$0.00
Freight:					\$0.00
Total:					\$8424.36

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: May 3, 2022
PAGE: 1

SUBJECT: Request authorization to advertise for bids for materials to replace 760 feet of the 24" force main at the wastewater treatment plant.

AMOUNT & SOURCE OF FUNDING: 2021-22 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION, CONTACT: Edward Kemp 323-3133

This segment of pipe has reached its useful life and the City had to recently perform an emergency repair on a segment that was leaking and caused SSOs.

The proposed repair is a full replacement of the pipe using PVC materials and installation with a source of supply contractor.

SUGGESTED MOTION:

Move approval of authorization to advertise for bids for materials to replace 760 feet of the 24" force main at the wastewater treatment plant.

**ADVERTISEMENT FOR MATERIALS TO REPAIR
WASTEWATER PLANT FORCE MAIN
THE CITY OF STARKVILLE, MISSISSIPPI**

Notice is hereby given that The City of Starkville, Mississippi is accepting bids for materials to replace 760 feet of the 24" force main at the wastewater treatment plant.

Bids will be received at the City Clerk's Office, 110 West Main Street, City Hall, Starkville, Mississippi, 39759, until 9:00 a.m. local time on Thursday, May 12, 2022 at which time they will be opened, and taken under advisement. Bids may also be submitted electronically to bids@cityofstarkville.org or mailed to:

City of Starkville
Attn. City Clerk's Office
110 West Main Street
Starkville, MS 39759

A list of the items to be bid on may be obtained by writing to: City of Starkville, Attn: Bailey Wofford, 110 West Main Street, Starkville, MS 39759; or by calling Bailey Wofford at 662.323.3133 ext. 1131. You can also retrieve this information from the City's web site, www.cityofstarkville.org, locate the subtitle Quick Links, and select Advertisement for Bid.

No bid shall be withdrawn after the scheduled date and time of the opening of bids without the written consent of the City. Within the limitations of state 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.

PUBLISH: April 29, 2022 and May 3, 2022

INSTRUCTIONS TO BIDDERS

Bids that are sent by mail 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: WASTE WATER TREATMENT PLANT FORCE MAIN MATERIALS

OWNER: STARKVILLE UTILITIES

STARKVILLE, MISSISSIPPI

BIDDER: _____

ADDRESS 1: _____

ADDRESS 2: _____

BID DUE: THURSDAY, MAY 12, 2022 9:00 A.M.

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

City of Starkville
Attn. City Clerk’s Office
110 West Main Street
Starkville, MS 39759

Submit all questions about the specifications to:

Bailey Wofford
Starkville Utilities
605 MLK Jr Drive East
Starkville, Mississippi 39759
Telephone (662) 323-3133 ext. 1131

MATERIAL SUPPLIER'S PROPOSAL PAGE 1

MATERIAL SUPPLIER'S PROPOSAL

CITY OF STARKVILLE UTILITIES

STARKVILLE, MISSISSIPPI

To: Lesa Hardin, City Clerk
 Office of the City Clerk, City Hall
 110 West Main Street
 Starkville, Mississippi 39759

The Material Supplier hereby proposes to sell and deliver to the City of Starkville Utilities, Starkville Mississippi, the materials specified in the attached bid items at the Starkville Utilities Department Rehab Building for the following sums:

Item	Qty	Unit	Unit Price	Total Price
24" DR18 C905 PVC Pipe Green w/ Gaskets	760	FT		
30" CL350 DI Fastite Pipe w/ Gaskets	20	FT		
24" MJ C153 90 Bend	1	EA		
24" MJ C153 45 Bend	2	EA		
24" X 30" MJ C153 Reducer	1	EA		
30" MJ C153 90 Bend	1	EA		
30" MJ Sleeve - Long	1	EA		
30" Megalug DI w/ EBAA Seal Gasket	5	EA		
24" Megalug C905 PVC	7	EA		
30" MJ Gasket	5	EA		
24" MJ Gasket	7	EA		
3/4x5 MJ B&N T-Head	114	EA		
1x6 MJ B&N T-Head	100	EA		
Total Bid Price				

MATERIAL SUPPLIER'S PROPOSAL PAGE 2

1. The prices set forth above for the materials shall include delivery to the City of Starkville Utilities Rehab Building at 305 Sand Road, Starkville, Mississippi.
2. The Material Supplier shall provide all manufacturers literature and specifications of bid materials.
3. The time of delivery of the materials shall be:

DATE OF DELIVERY: _____

4. The Material Supplier shall include engineering data with his proposal as required to evaluate bid.
5. It is understood by the undersigned that the City of Starkville 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 City of Starkville.
6. It is also understood by the undersigned that the City of Starkville 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 City of Starkville's evaluation will provide the materials which will be in the best interest of the owner.

MATERIAL SUPPLIER'S PROPOSAL PAGE 3

MATERIAL SUPPLIER: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

ADDRESS 1: _____

ADDRESS 2: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

DATE SIGNED: _____