



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
OCTOBER 4, 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



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, OCTOBER 18, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 20, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 29, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 30, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF UE 22-03 A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE USE "OFFICES-PROFESSIONAL" AT 400 GREENSBORO STREET IN A TN-E ZONING DISTRICT

PUBLIC HEARING AND CONSIDERATION OF VA 22-11 A REQUEST FOR VARIANCES FROM MAXIMUM LOT WIDTH AND MINIMUM FRONTAGE BUILDOUT AND SE 22-05 A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A REDUCTION IN THE MINIMUM PARKING REQUIREMENTS FOR A PROPOSED DEVELOPMENT ON THE THREE LOTS ON RUSSELL STREET AT THE NORTHWEST CORNER OF THE INTERSECTION WITH JARNIGAN STREET IN A T5-C ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 210 WEST GILLESPIE STREET WITH PARCEL NUMBER 102B-00-321.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 112 FELLOWSHIP WITH PARCEL NUMBER 101D-00-040.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING THE LONG TERM GROUND LEASE FOR THE OKTIBBEHA COUNTY HUMANE SOCIETY FOR THE CONSTRUCTION OF AN ADDITION TO THE FACILITY AND RELATED USES.

X. BOARD BUSINESS

A. REQUEST APPROVAL TO APPOINT _____ AS FINANCIAL ADVISOR TO THE CITY OF STARKVILLE RELATING TO VARIOUS BOND ISSUANCES, INCLUDING, BUT NOT LIMITED TO GENERAL OBLIGATION BONDS, BONDS FINANCED BY SPECIAL TAX LEVY, REVENUE BONDS, AND TAX INCREMENT FINANCING BONDS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR GRANT WRITING SERVICES FROM NORTHSTAR AEROSPACE SOLUTIONS FOR A TERMINAL BUILDING GRANT AT GEORGE M. BRYAN FIELD

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF APPROVAL OF APPOINTING GEORGE SILLS TO THE BOARD OF ADJUSTMENTS AND APPEALS FOR THE UNEXPIRED TERM OF WARD 4 EXPIRING ON JUNE 30, 2025.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. APPROVAL OF GARVER, LLC'S CONTRACT TO PROVIDE PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT NOT TO EXCEED \$261,160.00.

2. CONSIDERATION OF APPROVAL OF GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE SPRING STREET AND HIGHWAY 12 TAP GRANT PROJECT USING MDOT SMALL PURCHASE PROCEDURE; AND AUTHORIZATION FOR MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE

MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

3. CONSIDERATION OF THE CONSULTING SERVICES CONTRACT FROM DD CONSULTING, LLC FOR THE PARKS PROJECT CURRENTLY UNDER DESIGN INCLUDING MCKEE AND NEEDMORE COMMUNITY CENTER.
4. CONSIDERATION OF ACCEPTANCE OF THE LOW BID FOR THE CONSTRUCTION OF LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENTS FROM POWELL CONSTRUCTION SERVICES, INC.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKETS FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF 9/30/2022 FOR FISCAL YEAR ENDING 9/30/22 AND AS OF 10/10/2022 FOR FISCAL YEAR ENDING 9/30/23, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE SEPTEMBER 2022 FINANCIAL STATEMENTS.
3. REQUEST APPROVAL OF FINAL BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE 10 SETS OF LION V-FORCE PBI MAX FIREFIGHTING (TURNOUT GEAR) COATS AND PANTS FROM NAFECO (MS CONTRACT # 8200061254) IN THE AMOUNT OF \$37,690.00.
2. REQUEST AUTHORIZATION FOR CHIEF CHARLES YARBROUGH, B.C. ROOSEVELT HARRIS AND B.C. JEROME CLARK TO TRAVEL TO HATTIESBURG, MS TO ATTEND THE 2022 MID-WINTER FIRE CHIEFS CONFERENCE DECEMBER 6 - 8, 2022 AT A NOT TO EXCEED ADVANCE TOTAL COST OF \$3,000 (HOTEL, MEALS, REGISTRATION AND TRAVEL).
3. REQUEST AUTHORIZATION FOR BRIAN ARNETT TO TRAVEL TO GULFPORT, MS TO ATTEND THE 2022 TRAINING CHIEFS CONFERENCE NOVEMBER 2 - 4, 2022 AT A NOT TO EXCEED ADVANCE TOTAL COST OF \$800.00 (MEALS, HOTEL, AND CONFERENCE REGISTRATION).

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRIAN ARNETT AS A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE RONALD EVANS AND ANDY MOORE AS WATER TECHNICIANS FOR THE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE SUBRINA PHIPPS AS AN EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE AUBREY GANN AS A PART TIME ENGINEERING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE JESSLYN GRAY AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE DUSTIN EVANS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE BRANDON HUDSON, CAMERON JOHNSON AND JOSH REED AS MAINTENANCE WORKERS II IN THE STREET DEPARTMENT.
8. REQUEST AUTHORIZATION TO HIRE WILLIAM FENIMORE, AND JACOB VARGO AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL TO PURCHASE JOHN DEERE GATOR TURF TX (STATE CONTRACT 8200061319) IN PLACE OF THE JOHN DEERE GATOR TX (STATE CONTRACT 8200055711) APPROVED MARCH 1, 2022, AT AN ADDITIONAL COST OF \$1,273.85.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE (SWAT GEAR) BULLET PROOF HELMETS FROM UNITED SHIELD INTERNATIONAL LOWEST QUOTE OF \$705 EACH, OVER THE HEAD HEARING PROTECTION WITH TACTICAL COMMUNICATION CAPABILITY FROM TNVC, INC AT LOWEST QUOTE OF \$944.10 EACH, AND LONG TERM GAS MASKS

FROM ACCURATE LAW ENFORCEMENT LOWEST QUOTE OF \$499.80 FOR A TOTAL OF \$25,786.71 OF WHICH \$24,500.00 TO BE REIMBURSED BY THE FY23 22LE347 HOMELAND SECURITY GRANT AND THE REMAINING TO BE PAID FROM POLICE SUPPLIES.

2. REQUEST PERMISSION TO ACCEPT AND ENTER INTO A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$3,563.00 WITH A 25% LOCAL MATCH OF \$1,187.00.
3. REQUEST APPROVAL TO EXTEND THE LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ \$350 PER MOTORCYCLE PER MONTH UNTIL APRIL 2024.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER #2 IN THE AMOUNT OF \$4,756 DESIGN CHANGES FOR THE TEREX DIGGER TRUCK.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM STUART IRBY FOR FIRE RETARDANT UNIFORM PANTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$5,346.72.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM NESCO FOR FIRE RETARDANT UNIFORM SHIRTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$8,281.36.
4. REQUEST AUTHORIZATION TO ACCEPT THE QUOTE FROM ANIXER FOR 64 WATER MODULES, A SOLE SOURCE PROVIDER, IN THE AMOUNT OF \$5,609.60

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 1, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 10-18-22
PAGE: 1 of 59

SUBJECT: Request approval of the minutes of the September 20, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the September 20, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 20, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on September 20, 2022 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

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

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the September 20, 2022 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, SEPTEMBER 20, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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

CONSIDERATION OF THE MINUTES OF THE AUGUST 16, 2022 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF AMENDING THE UNIFIED DEVELOPMENT CODE.

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF THE INTERLOCAL COLLEGEVIEW CONNECTOR AGREEMENT WITH MSU.

X. BOARD BUSINESS

A. CONSIDERATION OF THE APPROVAL OF THE 2% BUDGET FOR THE STUDENT ASSOCIATION IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 1547.

B. CONSIDERATION OF THE APPROVAL OF THE 2% BUDGET FOR THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 1547.

C. CONSIDERATION OF THE APPROVAL OF THE 2% BUDGET FOR THE VISITORS AND CONVENTION COUNCIL IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 1547.

D. CONSIDERATION OF PROCEEDING WITH AN RFQ FOR A FINANCIAL ADVISOR.

E. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR IMPROVEMENT TO THE CITY’S PARKS AND AUTHORIZED PURPOSES.

F. 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 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK TO THE MUNICIPALITY, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, FOR IMPROVEMENTS TO THE CITY'S PARKS AND FOR RELATED MATTERS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 22-01: A REQUEST FOR FINAL PLAT APPROVAL FOR "COUNTRY CLUB ESTATES PH 3E" LOCATED ON NORTH EASTERN SIDE OF THE COUNTRY CLUB ESTATES SUBDIVISION IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER #106 -14-013.00 WITH CONDITIONS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE SELECTION OF GARVER ENGINEERING, LLC AS THE PREFERRED CONSULTANT TO PROVIDE PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT.
2. CONSIDERATION OF THE DESIGN SERVICES PROPOSAL FROM DALHOFF THOMAS DESIGN STUDIO FOR THE CORNERSTONE BOULEVARD LANDSCAPING PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF 9/12/22, FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE AUGUST 2022 FINANCIAL STATEMENTS.
3. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2022 – SEPTEMBER 30, 2023 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY.

4. CONSIDERATION OF A THREE-YEAR SIREN RENEWAL MAINTENANCE AGREEMENT WITH PRECISION COMMUNICATION.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$22,000.00 TO PURCHASE A RESCUE AIR BAG KIT WHICH WILL BE USED IN SPECIALIZED RESCUE SITUATIONS, TASK FORCE TRAINING AND DEPLOYMENTS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JERALD LYLE MECASKEY AS AN ASSISTANT CITY PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$41,000.00 TO PURCHASE A BACKUP GENERATOR WHICH WILL BE USED IN THE CITY HALL DATA CENTER.

I. PARKS

1. CONSIDERATION FOR THE SOLE SOURCE PURCHASE FOR FIELD TURF LOGO QUOTE FOR JEFFERY SIMMONS FIELD AT THE SPORTSPLEX IN THE AMOUNT OF \$32,214.29.
2. CONSIDERATION FOR THE SOLE SOURCE PURCHASE FOR FIELD TURF LOGOS OPTION 2, IN THE AMOUNT OF \$138,928.57.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$24,500.00 TO PURCHASE TACTICAL EQUIPMENT.
- b. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$23,000.00 TO PURCHASE AN AUTOMATED LICENSE PLATE RECOGNITION SYSTEM.
- c. REQUEST APPROVAL TO PURCHASE A USED BLACK 2017 FORD EXPLORER (POLICE INTERCEPTOR) AWD WITH 77,668 MILES, VIN# ENDING IN 3619 FROM ASIA MOTORS, INC IN MELROSE PARK, ILLINOIS FOR A TOTAL COST OF \$19,190.00, WHICH IS WITHIN THE ESTIMATED FAIR MARKET VALUE RANGE FOR THIS USED VEHICLE.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 210 WEST GILLESPIE STREET WITH PARCEL NUMBER 102B-00-321.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 112 FELLOWSHIP WITH PARCEL NUMBER 101D-00-040.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

1. CONSIDERATION OF SEEKING REQUESTS FOR PROPOSALS PURSUANT TO MISS. CODE ANN. §31-7-13(R) FOR SOLID WASTE COMMERCIAL PICK-UP IN THE CITY OF STARKVILLE, MISSISSIPPI.

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.
2. REQUEST AUTHORIZATION TO APPROVE ANITA VANDIVER TO SERVE AS A CONTRACTOR FOR STARKVILLE UTILITIES IN THE FINANCE DIVISION.
3. REQUEST AUTHORIZATION TO PURCHASE 18 MANHOLES FOR THE WATER DIVISION FROM CONSOLIDATED PIPE, THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$8,945.28 FOR STOCK INVENTORY.
4. REQUEST APPROVAL OF CHANGE ORDER #1 FOR THE BABYLON SEWER PROJECT.
5. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM SEL (SCHWEITZER ENGINEERING LABORATORIES) FOR FOUR (4) SEL PUMP AUTOMATION CONTROLLERS IN THE AMOUNT OF \$12,676.40.
6. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE WORK ORDER REQUEST FROM FOUR COUNTY IN THE ESTIMATED AMOUNT OF \$37,092.12 WITH A MONTHLY CHARGE OF \$432.74 FOR THE INSTALLATION OF STREET LIGHTS ALONG EAST LEE BOULEVARD, OLD MAYHEW ROAD AND ADJACENT AREAS WITH THE FINAL PAYMENT BEING BASED ON FINAL QUANTITIES AND WORK.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 4, 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, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 31:

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 16, 2022 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 2, 2022 regular meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 6, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 12, 2022 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE INTERLOCAL COLLEGEVIEW CONNECTOR AGREEMENT WITH MSU.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the interlocal Collegeview TAP Connector agreement with MSU with MDOT grant funding with an MSU and City of Starkville 20% shared match” is enumerated, this consent item is thereby approved.
The agreement follows this page.

5. CONSIDERATION OF THE APPROVAL OF THE 2% BUDGET FOR THE STUDENT ASSOCIATION IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 1547.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the 2% budget for the Student Association in accordance with the requirements of House Bill 1547” is enumerated, this consent item is thereby approved. The Student Association 2% budget follows the Interlocal Agreement.

**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 covenants, warrants and agrees 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 possibly 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, Miss. Code Sec. § 37-101-15, Miss. Code Sec. § 21-17-1(8) & (10), and Miss. Code Sec. § 21-37-3.

7. DURATION. The Agreement will not become effective until the date it has been approved by the Attorney General's Office and filed with the Secretary of State. The Agreement shall remain in effect until completion of the Project.

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

SECTION 00 625 – LETTER OF ASSURANCE

This letter of assurance is provided by _____, hereinafter referred to as “Contractor”, to confirm repair of any damage caused to any City of Starkville property as the result of this Project.

Over the course of the project, if the Contractor’s work to complete the Project requirements as described in the Contract Documents results in any damage to City of Starkville property, the Contractor shall repair the damage to comply with City of Starkville standards.

Signed and sealed this _____ day of _____, 2022.

By: _____
(Signature)

(Name and Title) (typed)

(Address)

(City/State/Zip/Phone)

***** End of Section *****



MISSISSIPPI STATE UNIVERSITY™

Proposed Distribution of 2023 Food & Beverage Sales Tax Allocation

Distribution:	FY2019	FY2020	FY2021	FY2022	Projected FY2023
Music Maker Productions	150,000	165,000	70,000	70,000	180,000
Bulldog Bash	170,000	170,000	170,000	190,000	190,000
Cowbell Cabs	20,000	5,000			20,000
Old Main Music Festival	30,000	30,000	15,000	30,000	30,000
Lyceum Series	60,000	60,000	60,000	60,000	91,000
Global Lecture Series	20,000	20,000	10,000	20,000	53,000
Total	450,000	450,000	325,000	370,000	564,000

As presented to the Starkville Board of Aldermen

6. CONSIDERATION OF THE APPROVAL OF THE 2% BUDGET FOR THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 1547.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the 2% budget for the Oktibbeha County Economic Development Authority in accordance with the requirements of House Bill 1547” is enumerated, this consent item is thereby approved. The 2% budget for OCEDA follows this page.

7. CONSIDERATION OF THE APPROVAL OF THE 2% BUDGET FOR THE VISITORS AND CONVENTION COUNCIL IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 1547.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the 2% budget for the Visitors and Convention Council in accordance with the requirements of House Bill 1547” is enumerated, this consent item is thereby approved.

The 2% budget for the Visitor and Convention Council follows the OCEDA budget.

8. CONSIDERATION TO PROCEED WITH AN RFQ FOR A FINANCIAL ADVISOR.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise a Request for Qualifications for a financial advisor for the City of Starkville” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR IMPROVEMENT TO THE CITY’S PARKS AND AUTHORIZED PURPOSES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, a declaring the intention to issue General Obligation Public Improvement Bonds of the Municipality, to issue General Obligation Public Improvement Bond of the Municipality for sale to the Mississippi Development Bank, or to enter into a loan agreement with the Mississippi Development Bank, all in the aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, to provide funds for the authorized purposes; directing publication of notice of such intention; and for related purposes” is enumerated, this consent item is thereby approved.

STARKVILLE CVB BUDGET

200 E. MAIN ST.

662-323-3322

phunt@starkville.org

2% Hotel/Motel Tax

City Hotel Tax & Main Street Assoc		2022-2023 Budget
Income		
CITY OF STARKVILLE		340,000.00
Total Income		\$ 340,000.00
Expenses		
OPERATING		167,679.00
GROUP & CONVENTION RECURITMENT		33,000.00
MAIN STREET ASSOCIATION		25,000.00
DUES - TOURISM MEMBERSHIPS		21,600.00
LEGAL & PROFESSIONAL		2,500.00
FILM		2,000.00
PARTNER TRAINING		1,000.00
DESTINATION DEVELOPMENT		80,000.00
RETIREMENT DEVELOPMENT		5,000.00
Total Expenses		\$ 337,779.00
Net Income		\$ 2,221.00

2% Food & Beverage Tax (15%)

City of Starkville 2% Food & Beverage Tax		2022-2023 Budget
Income		
CITY OF STARKVILLE FOOD & BEV		380,000.00
Total Income		\$ 380,000.00
Expenses		
MARKETING/ADVERTISING/PROJECTS		303,600.00
PROFESSIONAL DEVELOPMENT		3,000.00
SPONSORED PROGRAMS & GRANTS		61,250.00
MSU_ORIENTATION		10,000.00
CONSULTING SERVICES		7,220.00
Total Expenses		\$ 385,070.00
Net Income		\$ (5,070.00)
Overall Net Income		\$ (2,849.00)

Oktibbeha County EDA - BUDGET	
200 E. MAIN ST.	
662-323-3322	
mtagert@starkville.org	
	FY2023
<u>2% Food & Beverage Tax (15%)</u>	Budget
Income	
CITY OF STARKVILLE 2% Food & Beverage Tax	400,000.00
	\$ 400,000.00
Expenses	
Industry Relations	75,000.00
GTRDA/LINK	100,000.00
Retail Recruitment	15,000.00
Marketing/Events	55,000.00
Minority Grants	20,000.00
NorthStar Industrial Park	50,000.00
Tourism Development	35,000.00
Restricted Project Fund (Main Street Redevelopment)	400,000.00
Total Expenses	\$ 750,000.00
Net Income	\$ (350,000.00)

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

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

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

1. "Act" shall mean Senate Bill 3012, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2018 and signed by the Governor (the "Governor") of the State on March 27, 2018, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act").
2. "Special Tax Authorized Purpose" shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.
3. "General Municipal Improvements Authorized Purpose" shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and

improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

4. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the "Special Sales Tax") for the "construction, maintenance, operation, and promotion of recreation and sports tournament facilities" within the Municipality.
5. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy of the resolution to the Mississippi Department of Revenue.
6. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.
7. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.
8. Pursuant to the Act, the Mississippi Development Bank (the "Bank") has previously issued its \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series 2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond) (together, the "Series 2020 Bonds").
9. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the "Authorized Purposes"), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the "Bonds"), issuing a general obligation bond of the Municipality (the

“Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”), or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), all in the maximum aggregate principal amount of \$15,000,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

10. The proceeds of the Special Sales Tax is sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Loan, on a parity with the Series 2020 Bonds.
11. The Municipality is authorized by the Municipal Improvements Act to issue the Bonds, the Qualified Obligation, or the Loan for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Loan to provide funds for the General Municipal Improvements Authorized Purpose.
12. The Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.
13. The Municipality reasonably expects that it will incur expenditures for the Authorized Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

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

SECTION 1. This resolution is adopted pursuant to the provisions of the Act.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Authority Act and the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, or enter into the Loan with the Bank pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, all in the maximum aggregate principal amount of \$15,000,000, for the Authorized Purposes.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan, may be issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, and, if issued, may be payable from legally available revenues of the Municipality, including the Special Sales Tax, provided that the Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

SECTION 4. The Bonds and the Qualified Obligation may be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds or the Qualified Obligation according to the terms thereof; provided, however, that the Bonds and the Qualified Obligation issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, November 1, 2022, at 5:30 p.m. Pursuant to the Act, if a petition signed by not less than 10% of the qualified electors of the Municipality, or 1,500, whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of 2 years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least 3 consecutive weeks in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than 21 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than 7 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan.

SECTION 7. The City Clerk is hereby directed to procure from the publisher of the *Starkville Daily News* the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse the Municipality's general fund or special tax fund for expenditures made for the Authorized Purposes prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 9. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Loan.

SECTION 10. 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. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, September 20, 2022.

City of Starkville, Mississippi


Mayor

ATTEST:


City Clerk

Publication Instructions:

Starkville Daily News

October 5, 2022; October 12, 2022; October 19, 2022; and October 26, 2022



10. 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 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK TO THE MUNICIPALITY, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, FOR IMPROVEMENTS TO THE CITY’S PARKS AND FOR RELATED MATTERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval 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 general obligation public improvement bonds of the municipality, a general obligation public improvement bond of the municipality for sale to the Mississippi Development Bank, or a loan from the Mississippi Development Bank to the municipality, all in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, for improvements to the City’s parks and for related matters” is enumerated, this consent item is thereby approved. The Resolution follows this page.

11. CONSIDERATION OF APPROVING THE SELECTION OF GARVER ENGINEERING, LLC AS THE PREFERRED CONSULTANT TO PROVIDE PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Garver, LLC as the preferred consultant to provide preliminary engineering and environmental services for the Stark Road and Hospital Road Extension project” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF THE DESIGN SERVICES PROPOSAL FROM DALHOFF THOMAS DESIGN STUDIO FOR THE CORNERSTONE BOULEVARD LANDSCAPING PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the design services proposal from Dalhoff Thomas Design Studio for the Cornerstone Boulevard Landscaping Project and authorizing the Mayor to execute the contract” is enumerated, this consent item is thereby approved. The agreement with Dalhoff Thomas follow the Resolution authorizing the engagement of professionals.

13. ACCEPTANCE OF THE AUGUST 2022 FINANCIAL STATEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the August 2022 Financial Statements” is enumerated, this consent item is thereby approved.

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 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK TO THE MUNICIPALITY, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES; 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:

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

1. “Act” shall mean Senate Bill 3012, as approved by the Legislature of the State of Mississippi (the “Legislature” of the “State”) in its Regular Session 2018 and signed by the Governor (the “Governor”) of the State on March 27, 2018, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the “Authority Act”), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), and other applicable laws of the State (together, the “Act”).
2. “Special Tax Authorized Purpose” shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.
3. “General Municipal Improvements Authorized Purpose” shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities;

constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

4. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the “Special Sales Tax”) for the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality.
5. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy of the resolution to the Mississippi Department of Revenue.
6. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.
7. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.
8. Pursuant to the Act, the Mississippi Development Bank (the “Bank”) has previously issued its \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series 2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond) (together, the “Series 2020 Bonds”).
9. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the “Authorized Purposes”), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the “Bonds”), issuing a general obligation bond of the Municipality (the “Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”), or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), all in the maximum aggregate principal amount of \$15,000,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

10. The proceeds of the Special Sales Tax is sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Loan, on a parity with the Series 2020 Bonds.
11. The Municipality is authorized by the Municipal Improvements Act to issue the Bonds, the Qualified Obligation, or the Loan for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Loan to provide funds for the General Municipal Improvements Authorized Purpose.
12. The Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.
13. The Municipality desires to go forward with preparation for the authorization, issuance, sale, validation, and delivery of the Bonds, the Qualified Obligation, or the Loan for the Authorized Purposes prescribed by the Act, and desires to approve the engagement of certain professionals to assist with the authorization, issuance, sale, validation, and delivery of the Bond, the Qualified Obligation, or the Loan for the Authorized Purposes prescribed by the Act.

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

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

SECTION 2. The Governing Body hereby authorizes and approves the engagement of the law firm of Watkins & Eager PLLC, Jackson, Mississippi, to serve as bond counsel for the Municipality (the "Bond Counsel") in connection with the authorization, issuance, sale, validation, and delivery of the Bonds, the Qualified Obligation, or the Loan, and authorizes the Mayor to execute the letter of engagement attached hereto as **Attachment A**.

SECTION 3. The Governing Body hereby affirms the engagement of Christopher J. Latimer, Esq., of Mitchell, McNutt & Sams, Starkville, Mississippi, to serve as counsel for the Municipality (the "Counsel for the Municipality") in connection with the authorization, issuance, sale, validation, and delivery of the Bonds, the Qualified Obligation, or the Loan.

SECTION 4. The Municipality by subsequent resolutions of the Governing Body 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, the Qualified Obligation, or the Loan.

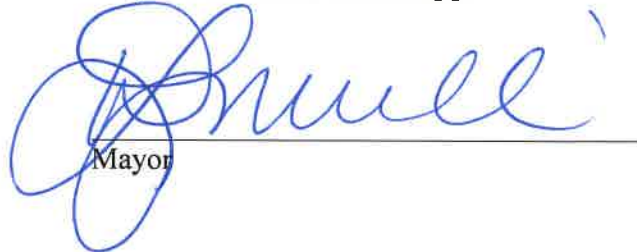
SECTION 5. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, September 20, 2022.

City of Starkville, Mississippi


Mayor

ATTEST:


City Clerk



Attachment A

Letter of Engagement for Bond Counsel

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

September 20, 2022

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

RE: \$15,000,000 General Obligation Parks and Recreation Improvements Bonds, Series 2022
City of Starkville, Mississippi

Dear Chris:

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 proposed 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.

The proceeds of the Bonds are expected to be used for the purpose of (i) providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality; (ii) providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years; (iii) funding a capitalized interest account, if necessary; and, (iv) paying the costs of the authorization, issuance, sale, validation, and delivery of the Bonds (together, the "Project").

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, including resolutions which might be required. We will coordinate with the counsel to the Municipality to 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;
- (b) certificates from appropriate officials of the Municipality dealing with incumbency, due authorization, and litigation; 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,

September 20, 2022

Page 4

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 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.

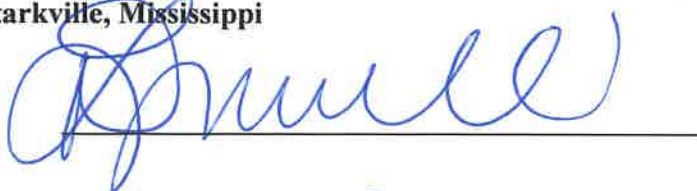
Very truly yours,

Watkins & Eager PLLC

Accepted and agreed to this day, September 20, 2022.

City of Starkville, Mississippi

By:



Name:

D. Lynn Spruill

Title:

Mayor

September 12, 2022

Mayor Lynn Spruill
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

**RE: PROFESSIONAL SERVICES AGREEMENT
CORNERSTONE ENTRANCE LANDSCAPE
STARKVILLE, MISSISSIPPI**

Dear Mayor Spruill:

We appreciate the opportunity to be part of your Design Team, and to submit this proposal to provide the following professional design services for the above-mentioned Property. *Dalhoff Thomas design studio* (DT design studio) can provide a full range of planning and design services needed to complete the proposed tasks of this proposal.

The different phases or components of our design services for this project have been delineated so that we both understand the scope of services to be provided, along with the cost for those services. DT design studio can perform all components of this proposal, and if other services are requested, a cost for those additional services can be provided at the time requested.

Landscape Architectural services are lump sum based on the scope of work outlined hereinafter. This proposal does not include expenses such as filing fees, recording fees, fee for subdivision or zoning notification packets, if required, and actual expenses incurred directly in connection with the project: printing, copying, mileage, and delivery services. These costs shall be reimbursable expenses not included in the lump sum and are to be paid by the Contracting Party. A 15% processing fee shall be added to all reimbursable expenses.

SERVICES INCLUDED

I. CONSTRUCTION DOCUMENTS

A. Site Elements

1. Crosswalk paving
2. Road striping
3. Signage location
4. Fencing

B. Landscape Plans

1. Location and quantity of plants
2. Plant schedule with species, quantity, and installation size
3. Landscape details and specifications

C. Irrigation Plans

1. Sprinkler Head Plan indicating location and system schedule indicating equipment and sprinkler head types
2. Piping Plan
3. Irrigation Detail and Specifications

D. Coordination with other Project Consultants

E. Coordination with City of Starkville Engineering

F. Cost Estimating and Phasing

Cost for Construction Documents services..... \$ 9,950.00

II. CONSTRUCTION ADMINISTRATION (if needed)

Cost for Construction Administration HOURLY AS REQUESTED

SUMMARY OF FEES

I. Construction Documents.....	\$ 9,950.00
II. Construction Administration.....	<u>\$ HOURLY</u>
Total Cost for Lump Sum Services	\$ 9,950.00

The hourly services rates for this project are as follows:

Principal	\$ 180.00/hr.
Senior Associate/Planner/Landscape Architect	\$ 150.00/hr.
Planner/Landscape Architect	\$ 115.00/hr.
Planner/Landscape Designer	\$ 80.00/hr.
Clerical	\$ 45.00/hr.

Please note that hourly rates are subject to change with 30 days prior written notice.

Services Not Included:

1. Surveying
2. Site Lighting Plans

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this Letter Agreement in the designated space below. Please note that by signing this agreement, you are also agreeing to the attached Terms and Conditions (Attachment 'A'), unless other Terms and Conditions have been signed by both parties.

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,
Dalhoff Thomas design studio



Dean Thomas, PLA, CLARB, ASLA
Principal



Sam Henry, PLA, CLARB, ASLA
Senior Associate

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

APPROVAL BY: 
(Signature)

9.20.2022
(Date)

14. CONSIDERATION TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2022 – SEPTEMBER 30, 2023 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest and best bids received for October 1, 2022 – September 30, 2023 source of supply listing for the Starkville general city” is enumerated, this consent item is thereby approved.

PUBLIC WORKS: STREETS

Section 1: Traffic Signs: High Intensity grade Scotthlight, must meet all applicable State and Federal Highway Specifications

	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
12” x 6”	7.96	4.90	4.88		
12” x 18”	16.29	10.45	11.69		
12” x 36”	29.81	17.37	19.08		
18” x 18”	24.23	15.85	15.31		
18” x 24”	29.81	17.37	19.08		
24” x 24”	37.69	23.16	22.22		
24” x 30”	49.62	28.95	30.61		
30” x 30”	59.97	36.18	37.58		
36” x 36”	88.15	52.11	54.12		
48” x 24”	76.77	46.32	50.48		
48” x 48”	152.32	92.64	96.21		
24” x 24” stop sign	37.69	21.69	22.93		
30” x 30” stop sign	58.62	33.87	35.27		
36” x 36” stop sign	88.15	48.80	52.12		
30” yield	31.24	19.79	27.01		
36” yield	41.84	27.49	33.86		

Section 2: Street Sign Blanks (Aluminum, No Holes)	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
6x18x0.080	6.98	3.38	2.98		
6x24x0.080	9.01	4.44	4.00		
6x30x0.080	11.26	5.70	4.87		
6x36x0.080	12.40	6.75	5.52		
6x48x0.080	16.27	9.67	7.33		
Section 3: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
24”x24” Stop Sign	21.95	7.52	9.17		
30”30” Stop Sign	28.60	11.75	14.08		
36”x36” Stop Sign	43.71 (minimum order of 5 identical)	16.92	20.11		
30” Yield	16.84 (minimum order of 5 identical) \$3.37 each	6.24	14.18		
36” Yield	23.55 (minimum order of 5 identical) \$4.71 each	7.74	20.30		

Section 4: Sheet Vinyl		Vulcan Signs	G&C Supply Co		
6" rool x 50yd white eng grade		118.59	126.12		
6"roll x 50 yd black sheet vinly with application tape on front		294.53 (must be purchased in 6 roll increments)	No bid		

Section 5: Assorted U-Channel Posts:	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50					
7 foot	No bid	22.75	17.83		
8 foot	31.64	26.00	20.40		
9 foot	35.59	29.25	22.93		
10 foot	39.55	32.50	25.48		
12 foot	47.46	39.00	30.56		
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
7 foot	23.20	19.60	14.41		
8 foot	25.05	22.40	16.48		
9 foot	No Bid	25.20	18.54		
10 foot	31.32	28.00	20.59		
12 foot	37.58	33.60	24.70		
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
10 foot	39.55	32.50	25.48		
12 foot	47.46	39.00	30.56		
10 foot	31.32	28.00	20.59		
12 foot	37.58	33.60	24.70		

Section 7: Street name posts: tubular, galvanized	Custom Products Corporation	Vulcan Signs
2-3/8"x11"	6.77 (5.5 blade holder)	51.18 (bundles of 37)
2-3/8" O.D. pipe caps	6.77 (5.5 blade holder)	6.55
90 degree cross plates (Vulcan signs VSS-2 or equivalent)		8.75
Vulcan signs VSS-2 or equivalen		

Section 8: fill material, Delivered	Crossway Trucking				
Clay gravel					
Ton/Cu yard	33.00 ton				
Washed gravel					
Ton/Cu yard	38.00 ton				
Fill dirt (local pit, select, loaded, & hauled by city personnel	Nunley Trucking Com Inc	Crossway Trucking			
Ton/Cu yard					
Crushed Limestone #5					
Ton/Cu yard	36.90 ton	N/A			
Crushed Limestone #6					
Ton/Cu yard	38.25 ton	42.10 ton			
Crushed Limestone #7					
Ton/Cu yard	36.90 ton	44.10 ton			
Crushed Limestone #9					
Ton/Cu yard	36.90 ton	42.10 ton			
Crushed Limestone #57					
Ton/Cu yard	36.90 ton	42.10 ton			
Crushed Limestone #89					
Ton/Cu yard	36.25 ton	44.10 ton			

Crushed Limestone #610		
Ton/Cu yard	32.50 ton	39.60 ton
Rip Rap-size 100 lb		
Ton/Cu yard	37.50 ton	45.60 ton
Rip Rap-size 200 lb		
Ton/Cu yard	37.20 ton	45.60 ton
Section 14: Emulsified price to be good for 3 gal	Asphalt, F.O.B Asphalt months at which time	Plant/ it will be
Section 15: Mosquito Control Chemicals (must be labeled for mosquito spray use)	Adapco	

Approved manufactures (adulticides)		
1. bayer permanone RTU.. gal	PermaSease 4-4 \$33.25/gl PermaSease 3-15 \$49.50/gl	
2.wellmark(aloside) 150 day briquettes (220) count		
Case	Metalarv XRP (contains 4.25% S Methoprene) \$450.00/case (200 WSP/Case) Metalarv XRP (contains 4.25% S Methoprene) \$1,760.00/case (800 WSP/Case) Vectolex WSP Bacillus sphaericus 2362 strain ABTS-1743 \$750.00/Case (800 WSP/Case)	
Section 28: Corrugated Polyethylene Pipe Culverts ripped pipe with smooth interior (submit specifications & manufacturer with bid) for use under H20 live loading. Corrugated polyethylene pipe shall conform to the requirments of AASHTO designation:M294, type S	G&O Supply	
12" LF	9.27	
15" LF	12.90	
18" LF	17.14	
21" LF	No bid	
24" LF	28.67	
27" LF	No bid	
30" LF	41.12	
36" LF	54.59	
42" LF	66.38	
48" LF	83.67	
54" LF	No bid	
60" LF	144.10	
Section 28-A: Corrgated polypropylene pipe culverts (N-12 HP)		
12" LF	13.48	
15" LF	16.85	
18" LF	23.60	
21" LF	No bid	
24" LF	33.71	
27" LF	No bid	
30" LF	51.69	
36" LF	70.79	

42" LF	87.64		
48" LF	119.10		
60" LF	160.67		
Section 29: Copper, steel, galvanized, corrugated, metal pipe, round pipe			
12" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd	20.60 No bid No bid		
15" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	24.72 No bid No bid		
18" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	30.90 No bid No bid		
21" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	35.02 No bid No bid		
21" Diameter 14,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	43.26 No bid No bid		
24" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	39.14 No bid No bid		
24" Diameter 14,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	49.44 No bid No bid		
24" Diameter 12,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	67.99 No bid No bid		
30" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	49.44 No bid No bid		
30" Diameter 14,2-2/3" x 1/2"CMPPPlain	61.81		

2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		
30" Diameter 12, 2-2/3" x 1/2" CMP Plain	84.47		
2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		
36" Diameter 14, 2-2/3" x 1/2" CMP Plain	74.17		
2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		
36" Diameter 12, 2-2/3" x 1/2" CMP Plain	100.95		
2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		

36" Diameter 10, 2-2/3" x 1/2" CMP Plain	134.12		
2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		
42" Diameter 14, 2-2/3" x 1/2" CMP Plain	86.53		
2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		
42" Diameter 12, 2-2/3" x 1/2" CMP Plain	117.43		
2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		
42" Diameter 10, 2-2/3" x 1/2" CMP Plain	155.75		
2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		
48" Diameter 14, 2-2/3" x 1/2" CMP Plain	98.89		
2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		
48" Diameter 12, 2-2/3" x 1/2" CMP Plain	133.91		
2-2/3" x 1/2" CMP Asphalt	No bid		
2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid		
48" Diameter 10, 2-2/3" x 1/2" CMP Plain	177.38		

2-2/3" x 1/2" CMP Asp coatd	No bid		
2-2/3" x 1/2" CMP Asp coatd w/pave insert	No bid		
54" Diameter			
12, 2-2/3" x 1/2" CMP Plain	150.40		
2-2/3" x 1/2" CMP Asp coatd	No bid		
2-2/3" x 1/2" CMP Asp coatd w/pave insert	No bid		
54" Diameter			
10, 2-2/3" x 1/2" CMP Plain	199.02		
2-2/3" x 1/2" CMP Asp coatd	No bid		
2-2/3" x 1/2" CMP Asp coatd w/pave insert	No bid		
60" Diameter			
12, 2-2/3" x 1/2" CMP Plain	166.88		
2-2/3" x 1/2" CMP Asp coatd	No bid		
2-2/3" x 1/2" CMP Asp coatd w/pave insert	No bid		
60" Diameter			
10, 2-2/3" x 1/2" CMP Plain	222.81		
2-2/3" x 1/2" CMP Asp coatd	No bid		
2-2/3" x 1/2" CMP Asp coatd w/pave insert	No bid		
66" Diameter			
12, 2-2/3" x 1/2" CMP Plain	183.36		
2-2/3" x 1/2" CMP Asp coatd	No bid		
2-2/3" x 1/2" CMP Asp coatd w/pave insert	No bid		
54" Diameter			
16 gauge			
3x1 CMP Plain	103.01		
3x1 CMP asp coated	No bid		
3x1 CMP asp coated w/invert	No bid		
54" Diameter			
14 gauge			
3x1 CMP Plain	125.67		
3x1 CMP asp coated	No bid		
3x1 CMP asp coated w/invert	No bid		
54" Diameter			
12 gauge			
3x1 CMP Plain	171.00		
3x1 CMP asp coated	No bid		
3x1 CMP asp coated w/invert	No bid		
60" Diameter			
16 gauge			
3x1 CMP Plain	113.31		
3x1 CMP asp coated	No bid		
3x1 CMP asp coated w/invert	No bid		
60" Diameter			
14 gauge			
3x1 CMP Plain	138.03		
3x1 CMP asp coated	No bid		

3x1CMPaspcoatedw/invert	No bid		
60"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	189.54 No bid No bid		
66"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	123.61 No bid No bid		
66"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	152.46 No bid No bid		
66"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	208.08 No bid No bid		
72"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	135.97 No bid No bid		
72"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	166.88 No bid No bid		
72"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	226.62 No bid No bid		
72"Diameter 10 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	302.85 No bid No bid		
78"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated	179.24 No bid No bid		

3x1CMPaspcoatedw/invert			
78"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	245.16 No bid No bid		
84"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	193.66 No bid No bid		
84"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	263.71 No bid No bid		
84"Diameter 10 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	354.77 No bid No bid		
96"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	260.12 No bid No bid		
96"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	357.36 No bid No bid		
96"Diameter 10 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	479.89 No bid No bid		
108"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	309.03 No bid No bid		
108"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	424.92 No bid No bid		
108"Diameter			

10 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	570.55 No bid No bid		
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Section 31: Copper, Steel, Galvanized, corrugated metal pipe, arch pipe	G & O Supply		
15"Diameter 16 span x rise 18x11,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	27.19 No bid No bid		
18"Diameter 16 span x rise 22x13,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	33.99 No bid No bid		
21"Diameter 16 span x rise 25x16,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	38.53 No bid No bid		
21"Diameter 14 span x rise 25x16,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	47.59 No bid No bid		
24"Diameter 16 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	43.06 No bid No bid		
24"Diameter 14 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	54.39 No bid No bid		
24"Diameter 12 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	74.79 No bid No bid		
30"Diameter 14 span x rise 36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	67.99 No bid No bid		
30"Diameter 12 span x rise			

36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	92.92 No bid No bid		
36"Diameter 12 span x rise 43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	111.05 No bid No bid		
42"Diameter 14 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	95.18 No bid No bid		
42"Diameter 12 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	129.18 No bid No bid		
42"Diameter 10 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	171.33 No bid No bid		
48"Diameter 12 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	147.30 No bid No bid		
48"Diameter 10 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	177.38 No bid No bid		
54"Diameter 12 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	165.43 No bid No bid		
54"Diameter 10 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	218.92 No bid No bid		
60"Diameter 10 span x rise 73x45,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	245.09 No bid No bid		

Section 32. Copper, steel, galvanized, corrugated metal pipe, arch pipe.		
54"Diameter 14 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	138.24 No bid No bid	
54"Diameter 12 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	188.10 No bid No bid	
60"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	151.84 No bid No bid	
60"Diameter 12 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	208.49 No bid No bid	
66"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	167.70 No bid No bid	
66"Diameter 12 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	228.89 No bid No bid	
72"Diameter 16 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	No bid No bid No bid	
72"Diameter 14 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	183.56 No bid No bid	
72"Diameter 12 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	249.29 No bid No bid	
78"Diameter 14 span x rise 87x63,3x1CMPPlain	197.16	

3x1CMP asp coated 3x1CMPaspcoatedw/inv	No bid No bid	
78"Diameter 12 span x rise 87x63,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	269.68 No bid No bid	
84"Diameter 14 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	213.03 No bid No bid	
84"Diameter 12 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	290.08 No bid No bid	
84"Diameter 10 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	390.24 No bid No bid	
96"Diameter 14 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	286.13 No bid No bid	
96"Diameter 12 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	393.10 No bid No bid	
96"Diameter 10 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	527.88 No bid No bid	
108"Diameter 12 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	467.41 No bid No bid	
108"Diameter 10 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	627.60 No bid No bid	

Section 2: Front – Loading refuse Containers (material-Polyethylene) – All containers - Slant MF 2 Blk, Maroon-color 67 with Bulldog paw prints stenciled in white on side.

	Toter			
2 cubic yard() painted	903.38			
4 cubic yard() painted	1002.96			

15. APPROVAL OF A THREE-YEAR SIREN RENEWAL MAINTENANCE PROPOSAL WITH PRECISION COMMUNICATION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a three-year siren renewal maintenance agreement with Precision Communication” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$22,000.00 TO PURCHASE A RESCUE AIR BAG KIT WHICH WILL BE USED IN SPECIALIZED RESCUE SITUATIONS, TASK FORCE TRAINING AND DEPLOYMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept a 100% reimbursable Homeland Security Grant for the amount of \$22,000.00 to purchase a Rescue Air Bag kit which will be used in specialized rescue situations, Task Force training and deployments” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE JERALD LYLE MECASKEY AS AN ASSISTANT CITY PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Jerald MeCaskey as an Assistant City Planner in the Community Development Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO ACCEPT A 100% REIMBURSABLE HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$41,000.00 TO PURCHASE A BACKUP GENERATOR WHICH WILL BE USED THE IN CITY HALL DATA CENTER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept a \$41,000 reimbursable grant from the Homeland Security Grant Program to purchase a backup generator for the City Hall datacenter” is enumerated, this consent item is thereby approved.

19. CONSIDERATION FOR THE SOLE SOURCE PURCHASE FOR FIELD TURF LOGO QUOTE FOR JEFFERY SIMMONS FIELD AT THE SPORTSPLEX IN THE AMOUNT OF \$32,214.29.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the sole source purchase of a FieldTurf logo for the Jeffery Simmons Field at the Sportsplex in the amount of \$32,214.29 with this being sole source due to the Cornerstone Ball Fields having FieldTurf Product installed on all 12 fields, including the Turf Field at the Sportsplex, to maintain the factory warranty, maintenance requirements and field esthetics” is enumerated, this consent item is thereby approved.

20. CONSIDERATION FOR THE SOLE SOURCE PURCHASE FOR FIELD TURF LOGOS OPTION 2, IN THE AMOUNT OF \$138,928.57.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the sole source purchase of 13 FieldTurf logos in the amount of \$138,928.57 with this being sole source due to the Cornerstone Ball Fields having FieldTurf Product installed on all 12 fields, including the Turf Field at the Sportsplex, to maintain the factory warranty, maintenance requirements and field esthetics” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$24,500.00 TO PURCHASE TACTICAL EQUIPMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept a 100% reimbursable Homeland Security Grant for the amount of \$24,500.00 to purchase tactical equipment” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$23,000.00 TO PURCHASE AN AUTOMATED LICENSE PLATE RECOGNITION SYSTEM.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept a 100 % reimbursable Homeland Security Grant for the amount of \$23,000.00 to purchase an automated license plate recognition system” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO PURCHASE A USED BLACK 2017 FORD EXPLORER (POLICE INTERCEPTOR) AWD WITH 77,668 MILES, VIN# ENDING IN 3619 FROM ASIA MOTORS, INC IN MELROSE PARK, ILLINOIS FOR A TOTAL COST OF \$19,190.00, WHICH IS WITHIN THE ESTIMATED FAIR MARKET VALUE RANGE FOR THIS USED VEHICLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase a used black 2017 Ford Explorer (Police Interceptor) AWD with 77,668 miles, vin# ending in 3619 from Asia Motors, Inc in Melrose Park, Illinois for a total cost of \$19,190.00, which is within the estimated fair market value range for this used vehicle” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 210 WEST GILLESPIE STREET WITH PARCEL NUMBER 102B-00-321.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 210 West Gillespie Street with parcel number 102B-00-321.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 112 FELLOWSHIP WITH PARCEL NUMBER 101D-00-040.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 112 Fellowship with parcel number 101D-00-040.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO APPROVE ANITA VANDIVER TO SERVE AS A CONTRACTOR FOR STARKVILLE UTILITIES IN THE FINANCE DIVISION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Anita Vandiver to serve as a contractor for Starkville Utilities in the Finance division” is enumerated, this consent item is thereby approved. The agreement with Ms Vandiver follows this page.

28. CONSIDERATION TO PURCHASE 18 MANHOLES FOR THE WATER DIVISION FROM CONSOLIDATED PIPE, THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$8,945.28 FOR STOCK INVENTORY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase 18 manholes for the Water division from Consolidated Pipe, the lower of two quotes, in the amount of \$8,945.28 for stock inventory” is enumerated, this consent item is thereby approved.

2 Quotes Received: Consolidated Pipe - \$8,945.28 each and FEL Gulfport - \$9,180.00.

CITY OF STARKVILLE
Starkville Utilities Department

CONTRACTOR AGREEMENT

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

I. TERMS OF AGREEMENT

This Agreement takes effect on 9/1/2022 and ends on 3/1/2023, unless terminated sooner. This Agreement may be terminated immediately by the City for good cause. Good cause shall be based upon any violation by the Contractor of the terms of this Agreement, or policies and procedures of the City, or of the Starkville Utilities Department. The Contractor may also terminate the Agreement immediately for the City's violation of any terms of this Agreement. Either party may terminate this Agreement without cause upon 30-day written notice to the other party.

II. CONTRACTOR RESPONSIBILITIES

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

permit requirements. The revocation of any license shall be deemed a material default and may result in the termination of this Agreement.

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

III. COMPENSATION

The above stated Contractor shall receive seventy-five dollars (\$75.00) per hour for actual hours worked not to exceed thirty (30) hours per week. Payments will be made per an agreed upon payment schedule and will follow timelines established by the City.

IV. REIMBURSEMENT

The above stated Contractor shall be reimbursed for overnight lodging expenses as needed at a maximum value established by the State of Mississippi's per diem schedule. Contractor will be reimbursed for vehicle transportation to and from Starkville Utilities office at the standard mileage rate as published by the Internal Revenue Service. No other expenses incurred by the contractor such as cell phone, computer, office supplies, internet service, or other work-related expenses shall be reimbursed but will be considered subsidiary to the hourly rate.

V. INDEMNIFICATION AND RELEASE

Indemnification:

The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, arising out of the Contractor's performance or nonperformance under this agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

Release:

The Contractor hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person

and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's performance under this agreement whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

VI. HARRASSMENT POLICY

The City prohibits any form of unlawful harassment, including harassment based on race/ethnicity, color, religion, sex, age, national origin, marital status, veteran status, sexual orientation, genetic information, political affiliation, disability which does not preclude the performance of the essential functions of the positions, with reasonable accommodation(s) provided as necessary, or any other form of unlawful discrimination in accordance with federal, state, or local law. Harassment is generally defined as conduct that creates an intimidating, hostile, or offensive environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities within the workplace. Examples of harassment, whether inadvertent, in jest, or otherwise, include but are not limited to the following:

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

VII. SEXUAL HARASSMENT POLICY

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

Sexual harassment is further defined as:

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

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

- a. Verbal harassment, including abusive derogatory comments, demeaning jokes, slurs, sexual advances, obscene messages, etc.

- b. Physical harassment, including assault, physical interference with normal work or movement, etc.
- c. Visual harassment, including displays of derogatory or demeaning posters, cards, cartoons, graffiti, gestures, drawings or sexually suggestive pictures, etc.

VIII. WORKPLACE VIOLENCE

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

IX. COMPLIANCE WITH LAWS

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

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

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

X. GOVERNING LAW AND VENUE

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

CONTRACTOR AGREEMENT SIGNATURE PAGE

Amata Vanduin 9/23/22

Contractor Signature

Date

Edward C. Kemp

9/20/22

Department Head Signature

Date

Approved:

Approved:

[Signature] 9.20.22

Mayor

Date

[Signature] 9.20.22

City Attorney

Date

29. APPROVAL OF CHANGE ORDER #1 FOR THE BABYLON SEWER PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 for the Babylon Road sewer project for an increase of \$2,685 and 45 additional calendar days in the contract due to project changes and material delivery delays” is enumerated, this consent item is thereby approved. The Change Order follows this page.

30. APPROVAL TO ACCEPT THE LOWEST QUOTE FROM SEL (SCHWEITZER ENGINEERING LABORATORIES) FOR FOUR (4) SEL PUMP AUTOMATION CONTROLLERS IN THE AMOUNT OF \$12,676.40.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from SEL (Schweitzer Engineering Laboratories) for four (4) SEL pump automation controllers in the amount of \$12,676.40” is enumerated, this consent item is thereby approved.

2 Quotes Received: SEL - \$12,676.40 and Hawk SCADA - \$14,577.88

31. APPROVAL TO EXECUTE THE WORK ORDER REQUEST FROM FOUR COUNTY IN THE ESTIMATED AMOUNT OF \$37,092.12 WITH A MONTHLY CHARGE OF \$432.74 FOR THE INSTALLATION OF STREET LIGHTS ALONG EAST LEE BOULEVARD, OLD MAYHEW ROAD AND ADJACENT AREAS WITH THE FINAL PAYMENT BEING BASED ON FINAL QUANTITIES AND WORK.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 20, 2022 Official Agenda, and to accept items for consent, whereby the “approval to execute the work order request from Four County in the estimated amount of \$37,092.12 with a monthly charge of \$432.74 for the installation of street lights along East Lee Boulevard, Old Mayhew Road and adjacent areas with the final payment being based on final quantities and work” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill thanked all City employees for their work in advance of another home football game weekend. She also noted the City Wide Tailgate will be held Friday, October 7, from 11 am to 1 pm. The public is invited to attend along with all City employees.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver complimented the mural being painted on Attorney Julie Brown's office wall Downtown. He also inquired as to the plans for the roundabout on Hollywood Drive.

Alderman Vaughn congratulated the Starkville High School Yellowjacket football team to a great season start.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, inquired as to a reason for electric bills being higher than in past months. He also stated he would like to see female police officers teach self defense classes to young women in the community.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

SECOND PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

Daniel Havelin, City Planner, presented an overview of amending the Unified Development Code.

The Unified Development Code was adopted in December of 2019 and last amended on March 15, 2022. The proposed amendments are as follows:

UDC Section Number	Description of Revision
1.3.2	Added "The provisions of this Code shall also be used for establishing requirements in a development agreement for any developments requesting services from the City of Starkville outside of the city limits. The requirements may include but not be limited to zoning district requirements, use standards, development standards, subdivision standards, stormwater management, utility requirements, and building code."
3.6.1	Changed heading from "Adjustment Amounts" to "Adjustments"
3.6.1.Q	Add percentage decrease of 10% to access point spacing and a decrease of 5' to access alignment
3.6.1.R	Add administrative adjustments for sidewalks
3.14.2.A.3	Added lot square footage and acreage to be included on the plat.
6.3 Detached and Attached Duplex Dwelling (RN)	Add "(*)" To front and side setback requirements. "(*)" For lots existing prior to establishment of current zoning, infill standards shall be used for building, accessory dwelling, and accessory structure setbacks"
6.3 Manufactured and Modular Home	Added "(**)" To front, side, and rear setback requirements. "(**)" For lots existing prior to establishment of current zoning, building and structure setbacks can be reduced as part of approval of special exception request"
6.8.2	Added "developed lots" to the measurement
14.8.1.A	Typo- remove "A."
14.10.	Corrected several formatting and grammatical errors.
Fig 14.11-1	Updated sidewalk Development Zone Map to include annexation area
14.11.4.O	Added administrative adjustment option
14.15	Corrected several formatting and grammatical errors.
15.1	Corrected several formatting and grammatical errors.
15.1.4.C	Change warranty surety from 150% to 15%
15.3	Corrected several formatting and grammatical errors.
Fig 15.3-3	Updated sidewalk Development Zone Map to include annexation area
15.3.3.H.4	Changed text to "If an existing sidewalk exists adjacent to a lot being subdivided and the existing sidewalk adjacent to the subdivision does not meet current City and/or ADA standards, the sidewalk shall be brought to current City and/or ADA standards in conjunction with the subdivision. The City may participate in part of the cost of the sidewalk installation if a sidewalk exists but does not meet current City and/or ADA standards with written request from the Developer and approval by the Board of Alderman."
15.3.3.K	Removed "that does not meet the exception criteria of Section 15.3.3 (J)"
15.3.3.L	Added administrative adjustment option
15.4.1.C.4	Change section to reference "The City of Starkville Standards of Design & Specifications" and deleted the table 15-4-1

16.8.4.B.5	Removed section reference
16.8.4.B.6	Changed "greater" to "steeper"
16.8.4.C.3	Removed the word "open"
16.8.4.E.5	Added "or Flexamat"
16.9.2.G.2	Changed "fifty (50) year" to "one hundred (100) year"
16.9.2.I	Added "unless otherwise approved by the City Engineer"
16.10	Update flood ordinance
17.7	Added "17.7. Standards for Boarding up Vacant and Occupied Structures"

Mayor Spruill opened the Public Hearing.

Alvin Turner stated he had no objection and hoped that rental units were continuing to be inspected.

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

32. CONSIDERATION OF AMENDING THE UNIFIED DEVELOPMENT CODE.

Alderman Brooks, duly seconded by Alderman Sistrunk, offered a motion approving the amending of the Unified Development Code as presented. The Board voted as follows:

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

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

33. CONSIDERATION OF FP 22-01: A REQUEST FOR FINAL PLAT APPROVAL FOR “COUNTRY CLUB ESTATES PH 3E” LOCATED ON THE NORTH EASTERN SIDE OF THE COUNTRY CLUB ESTATES SUBDIVISION IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER #106 -14-013.00 WITH CONDITIONS.

Daniel Havelin presented Final Plat 22-01. The applicant, Pritchard Engineering, on behalf of Frank Jones Construction, for the “Country Club PH 3E” subdivision requested Final Plat approval for “Country Club Estates PH 3E” located on the north eastern side of the Country Club Estates subdivision in a SD-2 zoning district with parcel number #106 -14-013.00.

Alderman Carver, duly seconded by Alderman Brooks, offered a motion approving Final Plat 22-01 with one condition:

1. The minimum finished floor elevations on all lots that abut or border the storm water management areas shall be required to have finished floor elevations a minimum of one (1) foot above the maximum elevation of the street(s) adjacent to said lot.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea

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

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

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 19, 2022 for fiscal year ending 9/30/22, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 689,010.54
Airport Fund	015	35,844.52
Sanitation	022	79,823.54
Modernization Use Tax	120	2,302.32
Park and Rec Tourism	375	29,487.84
Park Bond - 2020	380	72,637.82
Sub Total Before Utilities		\$ 909,106.58
Utilities Dept.	SED	1,497,526.46
Total Claims	Total	\$ 2,285,268.00

35. CONSIDERATION OF SEEKING REQUESTS FOR PROPOSALS PURSUANT TO MISS. CODE ANN. §31-7-13(R) FOR SOLID WASTE COMMERCIAL PICK-UP IN THE CITY OF STARKVILLE, MISSISSIPPI.

Alderman Carver, duly seconded by Alderman Beatty, offered a motion to seek requests for proposals pursuant to Miss. Code Ann. §31-7-13(R) for solid waste commercial pick-up in the City of Starkville, Mississippi.

The Board voted as follows:

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

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

36. MOTION TO ADJOURN UNTIL OCTOBER 4, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until October 4, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 18th DAY OF OCTOBER, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 29, 2022 AT 2:00 P.M.**

Be it remembered that the Mayor and Board of Aldermen met in a Special Call Meeting on September 29, 2022 at 2:00 p.m. in the Second Floor Conference Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr., as well as City Clerk Lesa Hardin. Attorney Chris Latimer appeared by video conference.

The meeting was properly noticed pursuant to Miss. Code Ann §21-3-21 and a copy of that notice is included in the minutes. The public and media were welcomed and attended.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO MEET ON **THURSDAY, SEPTEMBER 29, 2022, AT 2:00 P.M.**, IN THE STARKVILLE SECOND FLOOR CONFERENCE ROOM OF THE STARKVILLE CITY HALL LOCATED AT 110 WEST MAIN STREET, STARKVILLE, MISSISSIPPI 39759.

The specific subject of the meeting is as follows:

CONSIDERATION OF ADOPTING A RESOLUTION THAT SPECIFICALLY NAMES THE BOARD APPROVED USES OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BASED ON THE UNITED STATES DEPARTMENT OF TREASURY FINAL RULE AND THE MISSISSIPPI LEGISLATURE'S DIRECTIVE AS TO THE USES FOR WHICH THEY ARE WILLING TO OFFER MATCHING FUNDS AND APPROVAL OF THE BOARD ORDER APPROVING THE APPLICATIONS OF THE IDENTIFIED PROJECTS FOR THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT PROGRAM AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE APPLICATIONS AND PROCEED WITH THE PROJECTS SHOULD THE CITY BE AWARDED.

Mayor Lynn Spruill read the meeting notice and called the meeting to order. Mayor Spruill then advised the Board that the Mississippi Municipality and County Water Infrastructure (MCWI) application for matching ARPA funding would require the City to follow Federal procurement regulations in addition to State regulations. The two projects most suited for the match would be the Hwy 182 rehabilitation and the Main Street / Lampkin project.

Alderman Beatty offered a motion, seconded by Alderman Rupp, to approve a Resolution to request matching ARPA funding for the qualifying projects. The Board voted as follows:

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

Having received a unanimous affirmative vote, the Mayor declared the motion passed. The Resolution follows this page.

**A RESOLUTION BY THE CITY OF STARKVILLE TO REQUEST MATCHING
AMERICAN RECOVERY ACT PLAN (ARPA) FUNDS EXTENDED BY THE STATE OF
MISSISSIPPI FOR WATER, SEWER AND STORM DRAINAGE PROJECTS TO ELIGIBLE
MUNICIPALITIES**

This resolution is made for the purpose of seeking matching funds from the State of Mississippi for the purpose of extending the impact of the ARPA funds provided to the City of Starkville in the amount of six million three hundred six thousand six hundred sixty-six dollars (\$6,306,666.00) for the reasons and the purposes specified in the following language.

WHEREAS, the City of Starkville has suffered economic and opportunity cost losses from the COVID 19 pandemic; and

WHEREAS, the City of Starkville understands that the use of the ARPA funds is intended to assist in the recovery from those losses and to provide improved quality of life for the residents and visitors in ways that comport with the long-term best interests of each community; and

WHEREAS, the City of Starkville recognizes that the State of Mississippi has extended a gracious offer of assistance to match ARPA funds on a dollar-for-dollar basis to qualifying projects of a transformational nature; and

WHEREAS, the City of Starkville has evaluated it's needs for infrastructure improvements that fit within the guidelines of the State of Mississippi's parameters as outlined by the Mississippi Senate leadership; and

WHEREAS, those needs that follow the legislature's published guidelines are stormwater drainage and sewer and water infrastructure; and

WHEREAS, the City of Starkville has multiple projects that fall squarely within those guidelines that are in the planning stages or that are shovel ready or will be easily completed by the mandated ARPA deadline of December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STARKVILLE THAT:

SECTION 1. The projects that meet the State of Mississippi's requirements for matching funds are as follows:

**Highway 182 Project
Main Street/Lampkin Project**

SECTION 2. The projects enumerated within the body of this resolution are a total of \$13,015,000 which would allow for a full matching grant from the State of Mississippi in the amount of \$6,303,666.00.

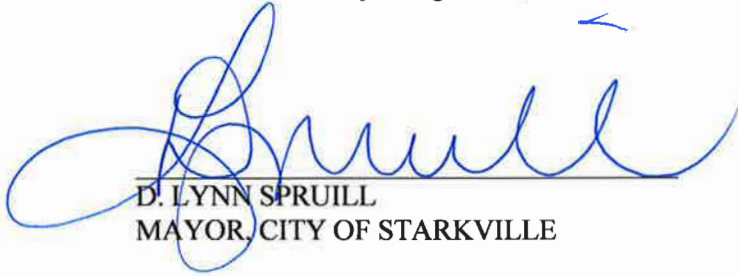
SECTION 3. The Mayor and the Board of Aldermen of the City of Starkville respectfully request consideration for the full dollar for dollar match of the ARPA funds as available to be used for the above stated purposes.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED THIS 29th DAY OF SEPTEMBER, 2022.

UPON THE MOTION OF ALDERMAN BEATTY, SECONDED BY ALDERMAN RUPP, TO APPROVE THE ABOVE RESOLUTION, THE BOARD VOTED:

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


D. LYNN SPRUILL
MAYOR, CITY OF STARKVILLE



ATTEST: 
Lesla Hardin, City Clerk

Alderman Vaughn offered a motion, seconded by Alderman Brooks, to adjourn the Special Call meeting.
The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the meeting adjourned.

SIGNED AND SEALED THIS THE 18TH DAY OF OCTOBER, 2022

Attest:

D. LYNN SPRUILL, MAYOR

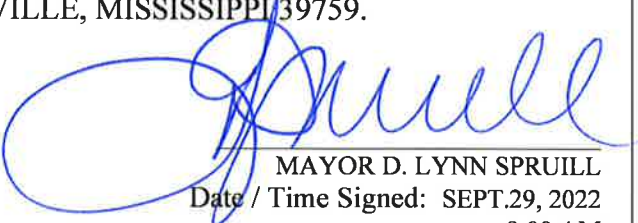
Lesa Hardin, City Clerk

(SEAL)



**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF STARKVILLE
THURSDAY, SEPTEMBER 29, 2022**

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO MEET ON **THURSDAY, SEPTEMBER 29, 2022, AT 2:00 P.M.,** IN THE STARKVILLE SECOND FLOOR CONFERENCE ROOM OF THE STARKVILLE CITY HALL LOCATED AT 110 WEST MAIN STREET, STARKVILLE, MISSISSIPPI 39759.


MAYOR D. LYNN SPRUILL
Date / Time Signed: SEPT.29, 2022
9:00 AM

The specific subject of the meeting is as follows:

CONSIDERATION OF ADOPTING A RESOLUTION THAT SPECIFICALLY NAMES THE BOARD APPROVED USES OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BASED ON THE UNITED STATES DEPARTMENT OF TREASURY FINAL RULE AND THE MISSISSIPPI LEGISLATURE'S DIRECTIVE AS TO THE USES FOR WHICH THEY ARE WILLING TO OFFER MATCHING FUNDS AND APPROVAL OF THE BOARD ORDER APPROVING THE APPLICATIONS OF THE IDENTIFIED PROJECTS FOR THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT PROGRAM AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE APPLICATIONS AND PROCEED WITH THE PROJECTS SHOULD THE CITY BE AWARDED.

The above notice was executed by a Police Officer of the City of Starkville, Mississippi or via electronic transmission – email; and with said notice displayed on the front door of City Hall and posted on the City website.
Said notice was executed more than three hours prior to the Special Call Meeting.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
September 30, 2022**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, September 30, 2022 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn. City Attorney Chris Latimer and City Clerk Lesa Hardin were also present. Alderman Ben Carver appeared telephonically.

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

City of Starkville Associate and Project Engineer Chris Williams presented an update of the BUILD grant, highway 182 renovation project.

The Mayor and members of the Board discussed items on the upcoming October 4, 2022 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 18th DAY OF OCTOBER, 2022.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, SEPTEMBER 30, 2022**

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

The public and media are invited to attend.

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



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 30, 2022
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION OF HWY 182 PROJECT OVERVIEW BY CHRIS WILLIAMS,
ASSOCIATE AND PROJECT ENGINEER.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE OCTOBER 4, 2022,
REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**
- D. ADJOURN MEETING**



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 18, 2022
PAGE: Page 1 of 25

SUBJECT:

Public hearing and consideration of UE 22-03 a request for Use Exception to allow for the use "Offices-Professional" at 400 Greensboro Street in a TN-E zoning district.

SUMMARY:

Applicants, Will and Stephanie Arnett, are requesting a Use Exception to operate Real Estate Brokerage office at 400 Greensboro Street in a house in a residential zoning district. The applicant will not reside in the home. Therefore, the use is classified as a commercial use and not a home occupation residential use. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or Special Exception for the use "Offices-Professional" in a TN-E zoning district. The proposed use does not require the construction of a new building or major modification to an existing building or site. Therefore, the request will be reviewed as a Use Exception. Section 3.5.1.F of the Unified Development Code also requires that the Use Exception meet the additional standards for that use.

The request was noticed in accordance with Section 3.5.3.E of the Unified Development Code.

1. 15 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 September 20, 2022
3. A sign was posted on the property in a conspicuous location.

As of October 11, 2022, the Planning Office has received three calls requesting information. Five phone calls, seven emails, one letter, and one in person office visit against the request. Staff also received a petition against the request signed by 42 individuals.

At the October 11, 2022 Planning and Zoning Commission meeting, the Commission voted unanimously to recommend denial 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
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mescaskey@cityofstarkville.org

SUGGESTED MOTION:



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)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of UE 22-03 a request for Use Exception to allow for the use "Offices-Professional" at 400 Greensboro Street in a TN-E zoning district
Date: October 11, 2022

The purpose of this report is to provide information regarding Use Exception Request by Will and Stephanie Arnett to allow the operation of a Real Estate Brokerage office in the house located at 400 Greensboro Street in a TN-E (Traditional Neighborhood Existing) zoning district with the property #118O-00-319.00. Please see attachments 1-12.

BACKGROUND INFORMATION

The applicant is seeking a Use Exception to operate Real Estate Brokerage office in a house in a residential zoning district. The applicant will not reside in the home. Therefore, the use is classified as a commercial use and not a home occupation residential use. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or Special Exception for the use "Offices-Professional" in a TN-E zoning district. The proposed use does not require the construction of a new building or major modification to an existing building or site. Therefore, the request will be reviewed as a Use Exception. Section 3.5.1.F of Unified Development Code also requires that the Use Exception meet the additional standards for that use.

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

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

ABANDONMENT OR DISCONTINUANCE (Section 3.5.3.K)

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

NOTIFICATION

The request was noticed in accordance with Section 3.5.3.E of the Unified Development Code.

1. 15 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 September 20, 2022.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of October 11, 2022, the Planning Office has received three calls requesting information. Five phone calls, seven emails, one letter, and one in person office visit against the request. Staff also received a petition against the request signed by 42 individuals (Attachment 7).

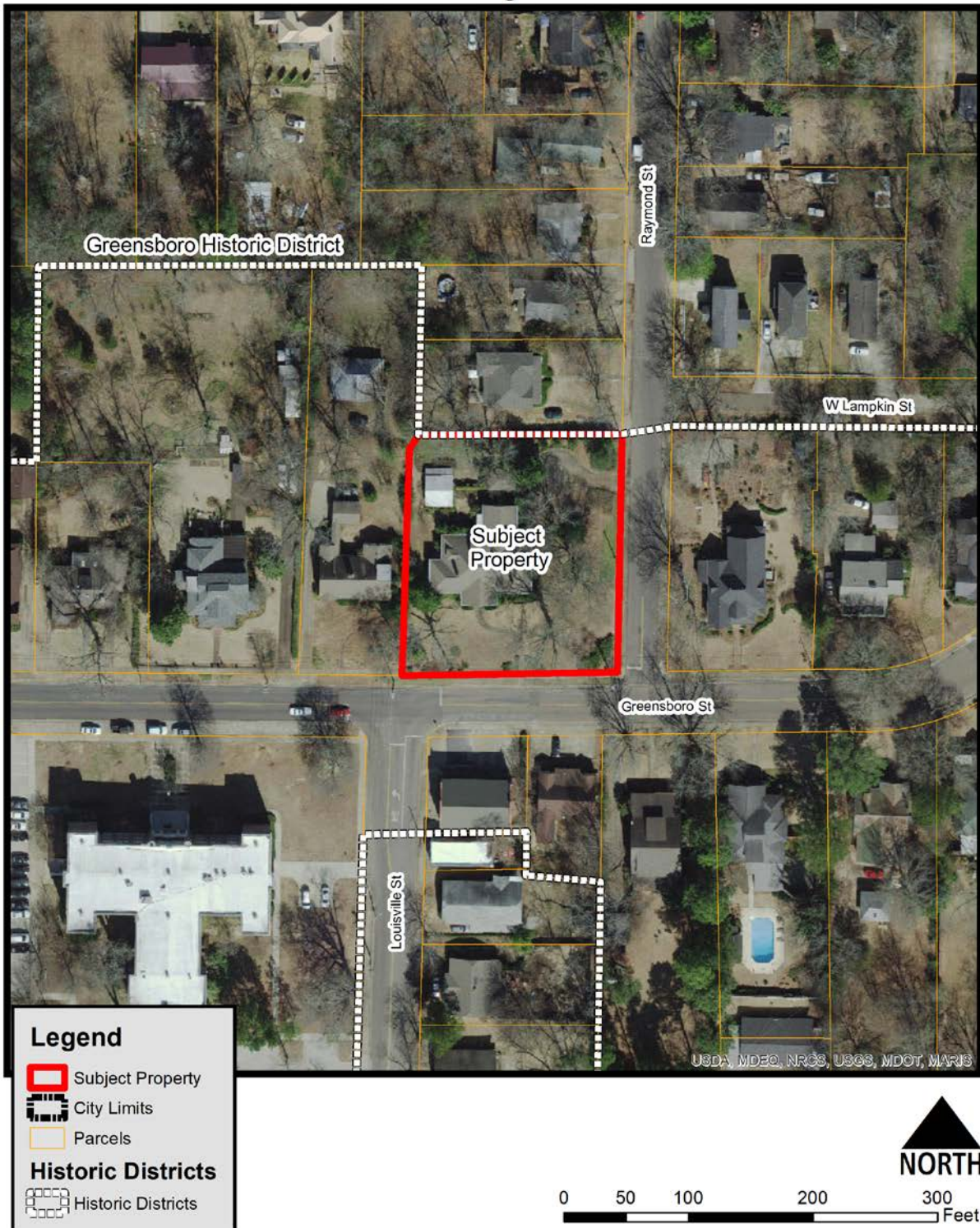
ANALYSIS

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

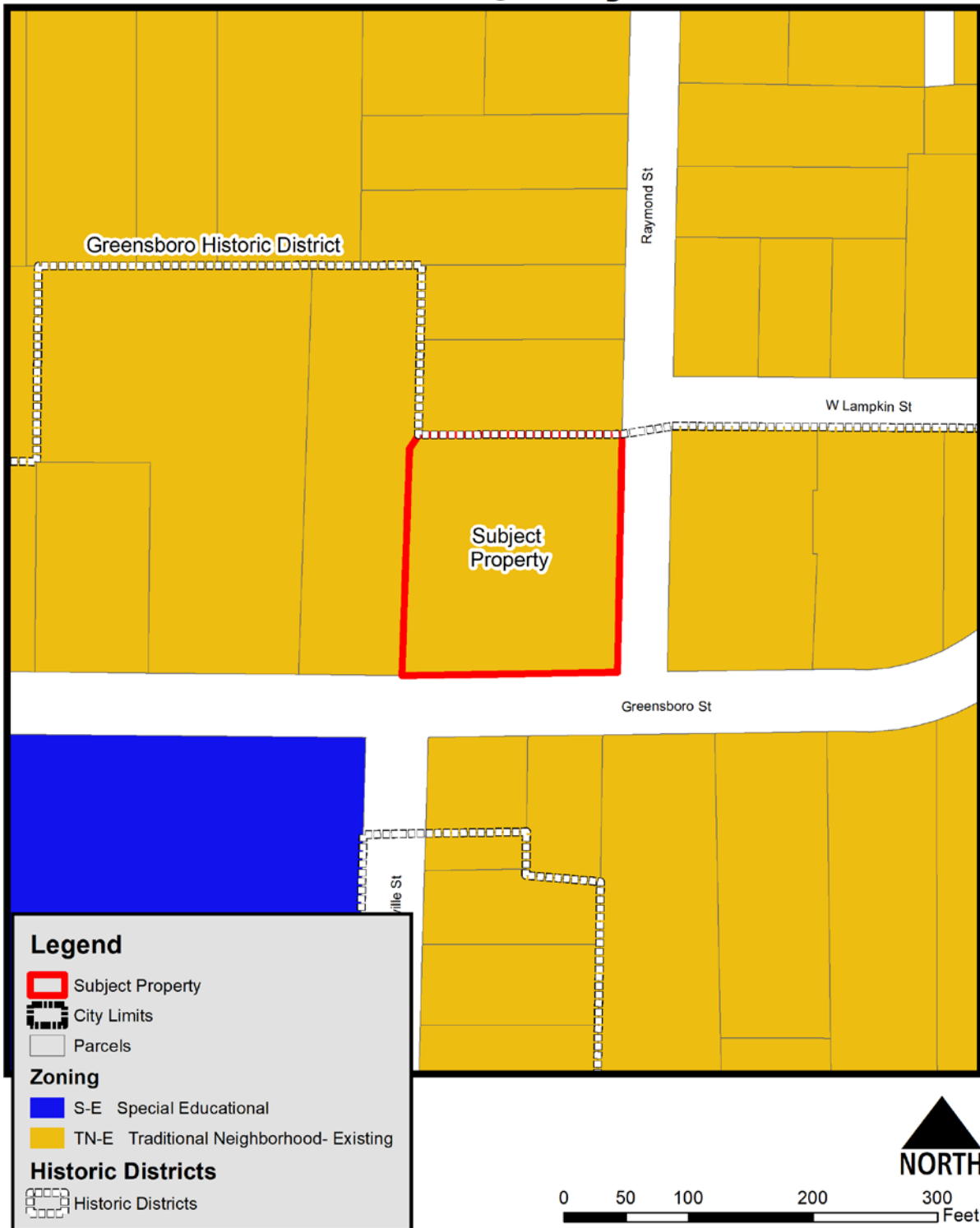
CONDITIONS OF APPROVAL

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

Attachment 1
UE 22-03 Aerial



Attachment 2
UE 22-03 Zoning



Will & Stephanie Arnett
400 Greensboro Street
Starkville, MS 39759
662.769.0721

August 30, 2022

City of Starkville
110 West Main Street
Starkville, MS 39759

RE: Special and Use Exception Application

To Whom it May Concern:

Enclosed, please find my completed application for a Special/Use Exception for my property located at 400 Greensboro Street. Prior to purchasing this property earlier this month, I sought the City's direction during my contract due diligence period to ensure that this property could be utilized for my intended use of Second Home/Professional Office Space, prior to purchasing. I was advised by the City that no Special or Use Exception was required because I met the requirements of Home Occupation, which is permitted by right in this zoning district, subject to additional standards. In addition to advising that no exceptions were required, a privilege license was issued for my Real Estate Brokerage (Professional Office Space) at this location. I am not familiar with this process or the Unified Development Code, which is why I sought and relied upon the City's direction.

The day after purchasing this property, I was notified by the City that that a Special/Use Exception is required, although neither my intended use, nor the specifics thereof have changed. I submit this application to you for processing as expeditiously as possible, so that I may begin to use my property for the purpose in which it was purchased. Below, I have outlined additional information that I feel will assist you with your approval of this application. Should any additional information be required, please do not hesitate to contact me.

Current Zoning: TN-E w/Overlay - Historic Greensboro District.

Use requiring Special/Use Exception: Professional Office (Section 13 of the UDC indicates that Professional Office Space is permitted within this zoning by Special or Use Exception).

Intended Use: Residential on the first floor, with professional office space (Real Estate Brokerage) on the second floor, which constitutes less than 1/3 of the overall square footage of the property. Please note that in light of the correspondence from the City over the past month, I have increased the commercial square footage to include all finished square footage on the second floor, so as to avoid any potential future ambiguity in my compliance with the City's direction. Technically, only 707 square feet will be Professional Office Space – however, I do not want to risk any future stress or misunderstandings. Based on recent conversations with the City, I have determined that I may quite possibly file for homestead on this property. If not, it will be my second home as originally intended. Regardless, this property will meet either classification, according to State and IRS requirements.

Per Section 13-7-17 of the Unified Development Code, please note the following:

A. Definition: Real Estate Agency

B. Parking:

1. Not Applicable.
2. Not Applicable.
3. Not Applicable.
4. No shared parking with other businesses.
5. I was unable to locate the parking requirements for this zoning within the code. Using the most extreme I could locate of 1.25 per bedroom (x 4 bedrooms) that would require 5 parking spaces for the first floor residential. At one (1) space per five hundred (500) square feet of commercial floor area [using a maximum of the entire second floor including 1232 square feet], that would require 3 additional parking spaces, rounding up, for a total of 8 parking spaces. If we calculated the entire property with one space per every 500 square feet, that would require a total of 9 parking spaces. Regardless, this can be accommodated on site (see attached parking layout), in the side yard, where parking is currently located.

C. Loading: Not applicable, as there will be no commercial deliveries.

D. Additional Standards:

1. Not applicable. However, no parking exists in the front yard.
2. Requires Board of Alderman approval as stated above. However, there is no planned expansion of the existing building, or planned additional structures. Should the Board of Aldermen determine that additional off street parking is required, I have attached an aerial view from our contractor identifying current parking in white and potential additional parking in red.
3. Not applicable. There is no planned expansion of the existing building, or planned additional structures.

Additional Notes:

- A minimum of 1/3 of the property's square footage will be used for professional office space
- There will be no exterior signage to indicate the presence of professional office space
- There will be no change to the exterior character of the home to accommodate the presence of professional office space. (There will be improvements to the exterior to enhance the curb appeal, remedy deferred maintenance, etc – much of which has already been done at the time of this application)
- The business will not be open to the general public. Operationally, we are primarily a paperless business, with virtual operations. Most client meetings are conducted off site (while showing or touring homes), or in restaurants, coffee shops, etc.
- In June's discussions with the City, to meet ADA requirements, the property will need a handrail in first floor bathroom, and an exterior ramp into the property (already in agreement to be installed within 60 days – contractor is sitting on "ready")

As stated above, I am not familiar with this process. If there is a better solution to resolve the issue at hand, please know that I welcome the direction from City Hall. For me, time is of the essence, due to the substantial financial investment that has already been made.

Respectfully,


Will Arnett


Stephanie Arnett

400 Greensboro St, Starkville, MS



Main Floor Finished Area 3078.61 sq ft

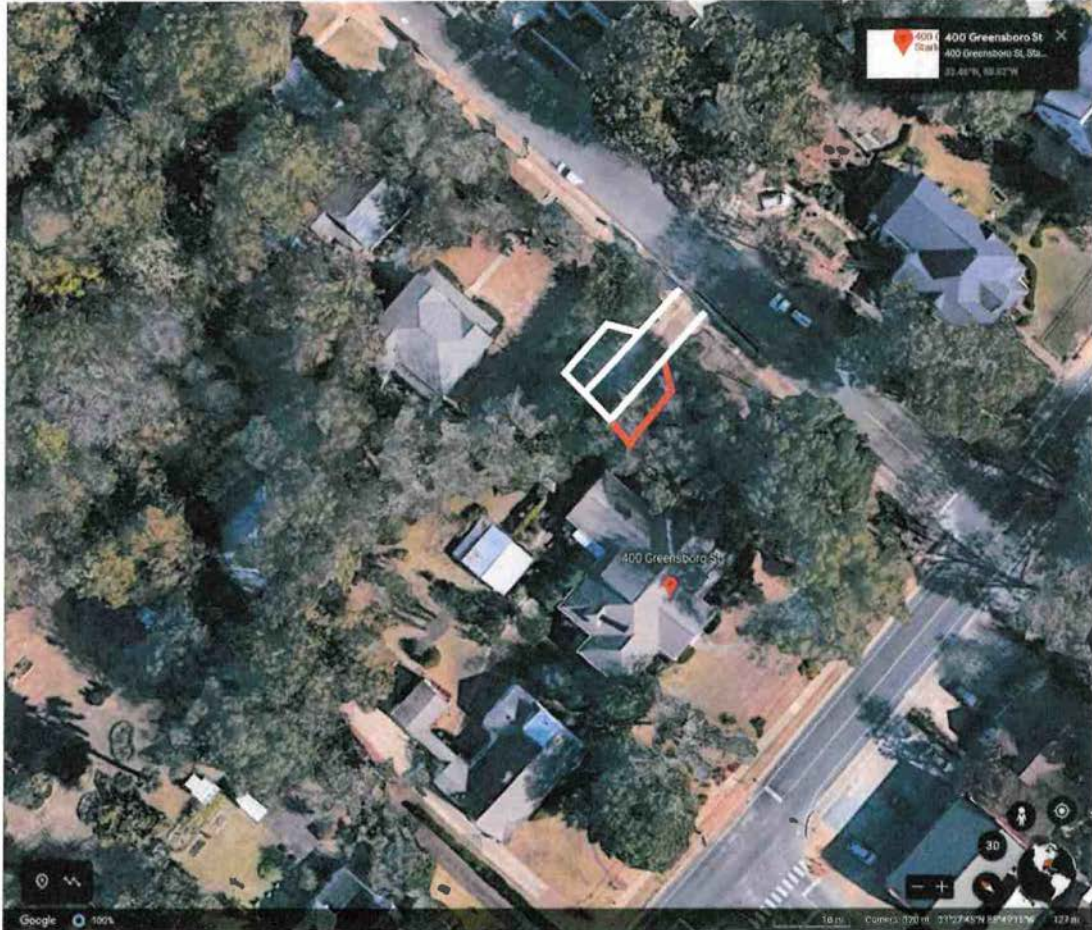


PREPARED: 2022/05/28

While regions are excluded from total floor area in GULIDE floor plans, All room dimensions and floor areas must be considered approximate and are subject to independent verification.

8/30/22, 3:23 PM

MAP of 400 Greensboro Additional Parking Idea.png



<https://mail.google.com/mail/u/0/#inbox/FMfcgzGqQJmmlzPKCBVrmMpGwTtDNrQf?projector=1&messagePartId=0.4>

1/1

Attachment 4- Email Against Dunn



Daniel Havelin <d.havelin@cityofstarkville.org>

400 Greensboro St -please vote no

Laura Dunn <lhdu85@gmail.com>

Mon, Sep 19, 2022 at 2:16 PM

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

Hey Daniel,

I spoke to you a couple weeks ago regarding questions surrounding the purchase and use exemptions submitted by Stephanie Arnett at 400 Greensboro St. I live at 304 Greensboro St, just two doors down from the home in question. I attended the "open house" on Thursday, Sept. 14th and spoke with many of Stephanie's staff as well as Stephanie herself. I was taken aback that there were somewhere between 6-8 staff members that would have offices upstairs working on a daily basis, so this hardly seems to be a "virtual" office space to me. I even have a floor plan in my possession stating all of this if you need it. I had questions regarding parking and many of them commented they would walk from downtown, homes nearby, or even use the Greensboro Center for public parking. I doubt this will be the case on days when it rains.

Either way, I want to ensure you know, in writing, that I am HIGHLY opposed to this use exemption being granted. Please know that Stephanie and her entire team is blaming the city for "pulling" their approved use exemption the day after closing and placing every bit of blame on the city. We are a thriving downtown neighborhood many towns would be jealous to have. This use exemption could set a precedent for other businesses to try and do the same in the future and can not be allowed. The entire neighborhood is up in arms furious about this situation.

Do you happen to have email addresses for members of the P & Z? I'd like to reach out to them ahead of the Oct 11th meeting as well.

Thanks!

Laura

--

Laura Dunn
601-550-2135
lhdu85@gmail.com

402 Greensboro St.
Starkville, MS 39759
September 22, 2022

Daniel Havelin
City Planner

Dear Sir:

We are the Henry's located at 402
Greensboro St. We vehemently oppose
the Usage change proposed by the
new owners of 400 Greensboro St. Their
house is (and has been for a long while)
located in a RESIDENTIAL, HISTORIC
neighborhood; NOT a commercial area.

We would appreciate your
consideration in keeping our
neighborhood a Historic, Residential
area. Thank you.

Sincerely,
Maurice Henry
William S. Henry

9/30/22, 11:48 AM

City Of Starkville Mail - Opposition to Use Exception - 400 Greensboro St.



Daniel Havelin <d.havelin@cityofstarkville.org>

Opposition to Use Exception - 400 Greensboro St.

Joe Fratesi <joefratesi@gmail.com>

Fri, Sep 30, 2022 at 11:44 AM

To: Ben Carver <b.carver@cityofstarkville.org>, kimdmoreland@yahoo.com, Daniel Havelin <d.havelin@cityofstarkville.org>

Ben, Kim, and Daniel-

I am emailing you regarding the Use Exception for the property at [400 Greensboro Street](#) (the *Stark House*). As a resident of Greensboro Street, I am opposed to this request. I believe that we have a vibrant and stable neighborhood and that the primary use of the homes within it should remain residential. Further, I think that granting this Use Exception request would set a dangerous precedent.

Thank you for your service to our community.

Regards,

Joe Fratesi
516 Greensboro Street

Attachment 7- Petition Against Request Received on 9-30-22

9/30/22, 11:58 AM

City Of Starkville Mail - P&Z Stark House Use Exception Request



Daniel Havelin <d.havelin@cityofstarkville.org>

P&Z Stark House Use Exception Request

1 message

Jeremy Murdock <jmurdock@retailstrategies.com>

Fri, Sep 30, 2022 at 11:57 AM

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

Cc: "emcorban@gmail.com" <emcorban@gmail.com>, "joefratesi@gmail.com" <joefratesi@gmail.com>

Dear Mr. Havelin,

Please see the attached letter and list of signatures from the residents of the Greensboro Street Historic District. This letter is in response to Mr. and Mrs. Arnett's Use Exception Request for the historic Stark House at 400 Greensboro Street.

As you can see from the response of over 40 residents, our neighborhood overwhelmingly opposes the request because it does not meet the criteria for an exception and sets a dangerous precedent for future requests in our vibrant and stable neighborhood.

Please include this letter in the official Planning and Zoning packet for October 11, 2022.

Please let me know if you have any questions.

Thank you,

Jeremy Murdock

502 Greensboro Street

662-312-9243



400-Greensboro_StarkHouse_UseException_SIGNATURES_10.11.22.pdf
3206K



Greensboro Street Historic District

Date: September 27, 2022

To: Starkville Planning and Zoning Commission
Starkville Board of Alderman

From: Residents of the Greensboro Street Historic District

RE: Use Exception Request - 400 Greensboro Street

As residents of the Greensboro Street Historic District, we are writing in formal opposition to the proposed use exception for the property located at 400 Greensboro Street. As a neighborhood, we are extremely concerned with the protection of the historic homes and neighborhoods that make up the central area of Starkville. We strongly believe that neighborhoods such as the Greensboro Street Historic District contribute to Starkville's charm and are vital to the long-term success of our community. A large part of this charm is created by the historic residential properties within the historic district, especially the historic *Stark House* located on the subject property.

We do not oppose home occupations for virtual workspaces in which the owner of the property resides within the home. However, it is our understanding that it is the intent of the applicant to use the dwelling as a virtual office and will not reside in either the dwelling or any accessory dwellings and therefore it must be classified as "Offices-Professional" and requires a Use Exception. Since the use as an "Offices-Professional" would not be incidental or secondary and all on-site employees will not reside within the primary dwelling or the accessory dwelling, we oppose the use exception request. The Greensboro Street Historic District is a thriving, sought-after neighborhood, and as residents we believe it is critical that the primary use of the homes within our neighborhood should remain residential.

In addition, it is our opinion that approving this use exception request to allow this "Offices-Professional" use to be carried out without a person residing on the premises would set a dangerous precedent and serve as a catalyst for negative changes to the character of both the home itself and the neighborhood. As such, we cannot support this request and ask that you deny the Use Exception request in order to protect the integrity of our neighborhood.

Thank you for your service to our community.

Sincerely,

The Residents of Greensboro Historic District



Greensboro Street Historic District

Name (print)	Signature	Address
<u>JEREMY MURDOCK</u>	<u>[Signature]</u>	<u>502 GREENSBORO</u>
<u>Lynn Infanger</u>	<u>[Signature]</u>	<u>504 Greensboro St.</u>
<u>G. G. Holmes</u>	<u>[Signature]</u>	<u>511 Greensboro St.</u>
<u>Jamie Nixon</u>	<u>[Signature]</u>	<u>510 Greensboro St.</u>
<u>David Nixon</u>	<u>[Signature]</u>	<u>510 greensboro St.</u>
<u>MAUREEN HENRY</u>	<u>[Signature]</u>	<u>402 Greensboro St.</u>
<u>William L. HENRY</u>	<u>[Signature]</u>	<u>" " "</u>
<u>Alexandra Hui</u>	<u>[Signature]</u>	<u>508 Greensboro St.</u>
<u>Anne Jordan White</u>	<u>[Signature]</u>	<u>500 Greensboro St.</u>
<u>NORA STRICKLAND</u>	<u>[Signature]</u>	<u>103 BRYAN LANE</u>
<u>Loe Kratesi</u>	<u>[Signature]</u>	<u>516 GREENSBORO St.</u>
<u>Ashleigh B. Murdock</u>	<u>[Signature]</u>	<u>502 Greensboro St.</u>
<u>Jason Walker</u>	<u>[Signature]</u>	<u>201 Louisville St.</u>
<u>Jim Walker</u>	<u>[Signature]</u>	<u>207 Louisville St.</u>
<u>JASON R. BARRETT</u>	<u>[Signature]</u>	<u>427 GREENSBORO ST.</u>
<u>Laura Dunn</u>	<u>[Signature]</u>	<u>304 Greensboro</u>



Greensboro Street Historic District

Name (print)	Signature	Address
<u>George Dunn</u>	<u>[Signature]</u>	<u>304 Greensboro</u>
<u>Debra K. Shafer</u>	<u>[Signature]</u>	<u>601 Greensboro St</u>
<u>Gary Shafer</u>	<u>[Signature]</u>	<u>601 Greensboro St.</u>
<u>George Lindley</u>	<u>[Signature]</u>	<u>309 Greensboro</u>
<u>David B. Lindley</u>	<u>[Signature]</u>	<u>309 Greensboro</u>
<u>Robert A. Camp</u>	<u>[Signature]</u>	<u>521 Greensboro St.</u>
<u>Emily Corban</u>	<u>[Signature]</u>	<u>521 Greensboro St.</u>
<u>Luke White</u>	<u>[Signature]</u>	<u>500 Greensboro St</u>
<u>Mary Love Tagert</u>	<u>[Signature]</u>	<u>425 Greensboro Street</u>
<u>Shannon Barrett</u>	<u>[Signature]</u>	<u>427 Greensboro Street</u>
<u>BILL DEVLIN</u>	<u>[Signature]</u>	<u>404 Greensboro</u>
<u>Melanie Perlin</u>	<u>[Signature]</u>	<u>404 Greensboro</u>
<u>William Van Wurm</u>	<u>[Signature]</u>	<u>505 Greensboro</u>
<u>Kimberly Wurm</u>	<u>[Signature]</u>	<u>505 Greensboro</u>
<u>Anne E. Marshall</u>	<u>[Signature]</u>	<u>305 Greensboro St</u>
<u>JAMES GIESSEN</u>	<u>[Signature]</u>	<u>305 Greensboro St</u>



Greensboro Street Historic District

Name (print)	Signature	Address
Bethany Mills	Beth Mills	311 Greensboro
Tyson Mills	Tyson Mills	311 Greensboro
Chris Ayers	Chris Ayers	508 Greensboro St.
Andrew Wade	Andrew Wade	605 Greensboro St
Elizabeth Wade	Elizabeth Wade	605 Greensboro St.
Suzanne Sinno	Suzanne Sinno	303 Greensboro St.
Tyson Langston	Tyson Langston	604 Greensboro
Meredith Langston	Meredith Langston	604 GREENSBORO ST.
Michelle Jones	Michelle Jones	408 Greensboro
Brian Jones	Brian Jones	408 Greensboro

9/30/22, 2:37 PM

City Of Starkville Mail - Stark House Use Exception



Daniel Havelin <d.havelin@cityofstarkville.org>

Stark House Use Exception

1 message

Debra Shafer <debra.shafer@gmail.com>
To: d.havelin@cityofstarkville.org

Fri, Sep 30, 2022 at 2:26 PM

Mr. Havelin,

We oppose the Use Exception request for the Stark House on Greensboro St. We feel strongly that in granting this request a precedent would be established for the demise of our vibrant, stable neighborhood.

Regards,
Debra & Gary Shafer
601 Greensboro St.

Sent from my iPhone.

9/30/22, 4:06 PM

City Of Starkville Mail - 400 Greensboro Street Use Exception Request



Daniel Havelin <d.havelin@cityofstarkville.org>

400 Greensboro Street Use Exception Request

1 message

Jeremy Murdock <jmurdock@retailstrategies.com>
To: Daniel Havelin <d.havelin@cityofstarkville.org>

Fri, Sep 30, 2022 at 4:02 PM

Dear Mr. Havelin,

I am contacting you in regard to Mr. and Mrs. Arnett's request for a Use Exception for the historic *Stark House* at 400 Greensboro Street. My wife Ashleigh and I **strongly oppose** the request and ask that the Planning and Zoning Commission recommend denial of the request.

We, like many of our neighbors, chose to live in the Greensboro Street Historic District because it is a well-preserved, vibrant, and stable central neighborhood.

As documented by the real estate appreciation data included in the packet that the Arnetts distributed to the immediate neighbors, the Greensboro Street Historic District is a vibrant, stable, and highly sought-after neighborhood. The past several years have brought new families into the neighborhood as many houses have come onto the market. In every case the houses sold quickly or, as the case with my home, was purchased without being listed on the real estate market.

Recent history has also shown the former office building at the corner of Greensboro Street and Louisville Street shift from commercial office space (commercial use) to a residential use.

There is no data or trends present that justify the applicant's request to allow the Stark House, arguably the most prominent home in our neighborhood, to be used as professional office space. We feel strongly that the primary use of the homes in our neighborhood should remain residential.

Many residents of the neighborhood have home offices or work virtually from home. However, the house is their primary residence, and the primary use of the structure is residential.

Please preserve the integrity of our unique neighborhood by denying the applicant's Use Exception request.

Please let me know if you have any questions,

Jeremy Murdock
502 Greensboro Street
662-312-9243

<https://mail.google.com/mail/u/0/?ik=e831c2a8cb&view=pt&search=all&permthid=thread-f%3A1745429983335183253&simpl=msg-f%3A1745429983...> 1/2

Attachment 10- Email Against Wade



Daniel Havelin <d.havelin@cityofstarkville.org>

Fw: Stark House Zoning considerations

1 message

Andrew Wade <andrew.wade@ymail.com>

Fri, Sep 30, 2022 at 3:21 PM

To: "b.carver@cityofstarkville.org" <b.carver@cityofstarkville.org>, "kimdmoreland@yahoo.com" <kimdmoreland@yahoo.com>, "d.havelin@cityofstarkville.org" <d.havelin@cityofstarkville.org>

For your consideration... please see the original email below!

Thank you,

-Andrew Wade

----- Forwarded Message -----

From: Kelly Prather <kellydprather@gmail.com>

To: Andrew Wade <andrew.wade@ymail.com>

Sent: Wednesday, September 28, 2022 at 11:06:26 AM CDT

Subject: Re: Stark House Zoning considerations

Thank you for your email. Insights appreciated.

Kelly Prather

Sent from my iPhone

On Sep 27, 2022, at 12:38 PM, Andrew Wade <andrew.wade@ymail.com> wrote:

To Whom it may concern,

I am sending this correspondence to voice my concern about zoning considerations for the Stark House on Greensboro Street. My family and I live at 605 Greensboro Street, so we have taken an interest in the proposed consideration.

My primary concern is about precedence and future use, based on the outcome of the ongoing consideration.

First, my family and I love living in our historic neighborhood, visiting with our neighbors, and enjoying the lifestyle it provides being centrally located in town.

My concern is that a short-sighted decision may be made that may have unintended long-term consequences that could negatively impact our neighborhood.

Our neighborhood is residential. Any move towards allowing professional office space, virtual or otherwise, is a step towards commercializing property that will have current and future impacts on all of our properties. Once steps are taken in this direction, it sets a precedent that will be difficult to turn back from.

Many of us in the neighborhood work from home, including myself. I work in Information Systems as an IT Business Analyst for a national pre-engineered metal building manufacturer. On the side, I also run specially built computer systems that

9/30/22, 4:12 PM

City Of Starkville Mail - Fw: Stark House Zoning considerations

process transactions on different blockchain projects, as well as I, am a published Indie Children's author. All of this is done out of our home, without the need to attempt to rezone our family home for what I can only imagine as some form of favorable tax purpose.

While I can understand potential financial gains from obtaining an exception to the existing zoning, I am also fearful of the long-term fallout if this were to take place.

I simply ask that everyone carefully consider the implications, not just for the near term but for the impacts that it might set in place once the precedent is in place in our neighborhood.

I am hopeful that our historic neighborhood is a place of preservation first, for its history and the families that live here, and not commercialization that may negatively impact how we live our lives today and in the future.

Please consider my family's concerns as you deliberate the zoning exception for the Stark House.

Sincerely,

-Andrew Wade

10/11/22, 12:55 PM

City Of Starkville Mail - Special Use Exception for 400 Greensboro Street



Daniel Havelin <d.havelin@cityofstarkville.org>

Special Use Exception for 400 Greensboro Street

The Henrys <mmitc28814@aol.com>
To: d.havelin@cityofstarkville.org

Mon, Oct 10, 2022 at 3:23 PM

Dear Mr. Havelin and Members of the Planning and Zoning Commission,
I respectfully ask you to decline the special use exception requested for 400 Greensboro Street by Stephanie Arnett/Mississippi Magnolia Real Estate. Granting this exception could start a dangerous trend for this historic district. As a resident of Starkville since 1974, I have seen many changes, both good and bad. Some of the worst of the bad changes during that time have been the losses of historic structures due to the carelessness of our developers and city leadership. Greensboro Street has so far been lucky to avoid the fate of other historic, formerly residential areas such as Louisville Street, University Drive, and Hwy 182. Some of those areas would have been difficult to keep exclusively residential, but the location of 400 Greensboro Street is not on the fringe of a commercial area. It is buffered on all sides by residential properties. In fact, the trend on Greensboro Street for the last 10-20 years has been for formerly commercial properties to become residential (i.e., the former Dolton McAlpin Law office on the corner of Greensboro and Louisville and the Junior High Grocery right behind it).
Greensboro Street is a thriving community that is very appealing to young families. Please keep this special neighborhood intact.
Respectfully,
Amanda Henry
307 Greensboro Street.

Sent from my iPhone



Daniel Havelin <d.havelin@cityofstarkville.org>

Greensboro Street Use Exception

Jamie Burwell Mixon <jamiebmixon@gmail.com>

Tue, Oct 11, 2022 at 12:21 PM

To: b.carver@cityofstarkville.org, "kimdmoreland@yahoo.com" <kimdmoreland@yahoo.com>, "d.havelin@cityofstarkville.org" <d.havelin@cityofstarkville.org>, vlwest118@gmail.com, "kellydprather@gmail.com" <kellydprather@gmail.com>, agregory@caad.msstate.edu, Jeremiah.dumas@gmail.com, tverdell@physplant.msstate.edu

To the members of the Starkville Planning and Zoning Commission and Aldermen,

My name is Jamie Mixon. My husband David and I live at [510 Greensboro Street](#). We strongly oppose the proposed Use/Exception for 400 Greensboro Street, known in our neighborhood as the Stark House.

We've owned our Greensboro Street home since 2003 after moving here from the Overstreet Historic District. Our house was built in 1927 by the VanLandingham family.

We were attracted to the Greensboro Historic District because of its uniqueness. It was - and is - a historic oasis in Starkville, a tree-lined residential street with beautiful homes and sidewalks where home owners obviously love their houses and are devoted to the neighborhood.

When we moved here in 2003 we were surrounded by some of the original families and long time residents. The street has seen lots of history since the 1800s. The renovation of the old high school circa 1927, now the Greensboro Center, in the 1980s, along with the Historic District designation, helped save the area from what often happens to older neighborhoods in college towns. We have remained residential and are very proud of our neighborhood.

Over the years, we've witnessed a revival of sorts – now the street is filled with young families with countless children of all ages. Neighbors walking dogs, children riding bikes and playing in their yards. It truly is a magical place, like the set of an old movie. I'm retired now, but when we were recruiting new faculty into the Department of Art, we always included a tour of the Greensboro Historic District. It's a gem!

So, I can understand the attraction that one might have to locate a business here. It's beautiful! Yet, ironically, allowing any Use/Exceptions in our residential neighborhood will begin to chip away at the very character that makes it a desirable place to live. It starts with one, which sets the wheels in motion, and then quite logically, another use/exception is approved, and then another. And so it goes.

Starkville is a large place. There are many, many places in our town that are suitable for a realty company. Greensboro Street is not one of them.

Sincerely,

Jamie and David Mixon
510 Greensboro Street

10/11/22, 12:57 PM

City Of Starkville Mail - Greensboro Street Use Exception



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 18, 2022
PAGE: Page 1 of 19

SUBJECT:

Public hearing and consideration of VA 22-11 a request for Variances from maximum lot width and minimum frontage buildout and SE 22-05 a request for a Special Exception to allow for a reduction in the minimum parking requirements for a proposed development on the three lots on Russell Street at the northwest corner of the intersection with Jarnigan street in a T5-C zoning district.

SUMMARY:

The applicant, Tabor Construction & Development on behalf of Shackelford Investments, LLC, Tyrone Ellis, and Rena Ellis, is currently proposing to develop the site into a mixed-use development with residential condominium units and commercial units in two buildings. The parking for the site will be located in the rear of the property and new street parking will be added along Russell Street. The three existing lots will be combined into two lots.

The applicant is requesting a Variance from lot width and minimum frontage buildout. The width of the two proposed lots is +/-134.5 feet for the western lot and +/-129 feet for the eastern lot. The maximum lot width for a T-5C zoning district is 120 feet. The proposed percentage of frontage buildout at the side setback of a corner lot is approximately 40.5% along Jarnigan Street. The minimum percentage of frontage buildout at the side setback of a corner lot is 65%. The applicant is requesting relief from maximum lot width and minimum frontage buildout.

The applicant is also requesting a Special Exception from parking requirements. Each lot will have one mixed use building, but both lots will share the proposed parking. The residential portion requires one space per bedroom. The total bedroom count for the project is 41 (10 one bedrooms, 8 two bedrooms, and 5 three bedrooms). The parking for the non-residential portion will vary based on the use. Assuming a total square footage of 2,700 per building, the required parking for the non-residential portion of each building is 4 spaces per building. Using the Parking Occupancy Rates chart found in Section 14.10.4 of the Unified Development Code, the total number of required parking is 48 spaces. The proposed site plan (attachment 3) shows 39 parking spaces. The requested reduction in amount of required parking would be approximately 19%. The parking requirements are part of the Use Standards in Section 13 of the Unified Development Code (UDC). Section 3.4.1 of UDC states that a Special Exception is required for any request to deviate from the Use Standards that is non-dimensional in nature.

The request was noticed in accordance with Section 3.5.3.E of the Unified Development Code.

1. 13 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 September 11, 2022
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received three phone calls. One for, one against, and one requesting information about the request. Staff has also received three letters against the request and four letters in support of the request.

At the October 11, 2022 Planning and Zoning Commission meeting, the Commission voted 4-2 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
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mescaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of VA 22-11 and SE 22-05 for the proposed Summit development on northwest corner of the intersection of Russell Street at Jarnigan 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)
 Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 22-11 a request for variances from maximum lot width and minimum frontage buildout for a proposed development on the three lots on Russell Street at the northwest corner of the intersection with Jarnigan Street in a T5-C zoning district.
Date: September 28, 2022

The purpose of this report is to provide information regarding Variance Request by Tabor Construction & Development on behalf of Shackelford Investments, LLC, Tyrone Ellis, and Rena Ellis for variances from maximum lot width and minimum frontage buildout for a proposed development at 403 and 405 Russell Street and including the vacant lot at the northwest corner of Russell Street and Jarnigan Street. All three lots are in a T-5C zoning district with the parcel numbers 101D-00-079.00, 101D-00-080.00, and 101D-00-081.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is currently proposing to develop the site into a mixed-use development with residential and commercial units in two buildings. The parking for the site will be located in the rear of the property and new street parking will be added along Russell Street. The three existing lots will be combined into two lots. The width of the two proposed lots is +/-134.5 feet for the western lot and +/-129 feet for the eastern lot. The maximum lot width for a T-5C zoning district is 120 feet. The proposed percentage of frontage buildout at the side setback of a corner lot is approximately 40.5% along Jarnigan Street. The minimum percentage of frontage buildout at the side setback of a corner lot is 65%. The applicant is requesting relief from maximum lot width and minimum frontage buildout. The applicant attended a Development Review Committee meeting on August 8, 2022 for a pre-application discussion about the project. The applicant is also requesting a Special Exception to reduce the amount of required parking. If the request for Variance is recommended for approval or denial, the requests will be heard by the Board of Aldermen at the October 18, 2022 meeting.

VARIANCE REQUEST FROM

Variance Request #1: Maximum Lot Width. Section 5.2

Request a variance to increase the maximum lot of 120' to 135'

Variance Request #2: Percentage of Frontage Buildout at Side Setback Corner Lot. Section 5.2

Request a variance to reduces the minimum from 65% to 40%

Form-Based Districts

Lot Width	T-5C
min	25'
max	120'
Lot Frontage Buildout	T-5C
percentage lot frontage buildout at front setback (min/max)	65/85%
percentage of frontage buildout at side setback corner lot (min/max)	65/85%

Variance Request #1

Variance Request #2

CRITERIA FOR VARIANCE REVIEW AND APPROVAL

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. 13 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 September 11, 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 three phone calls. One for, one against, and one 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.

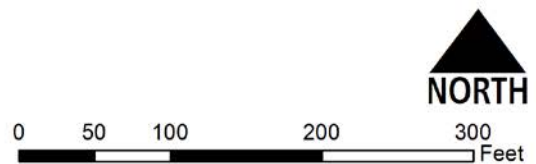
Attachment 1
VA 22-11 Aerial



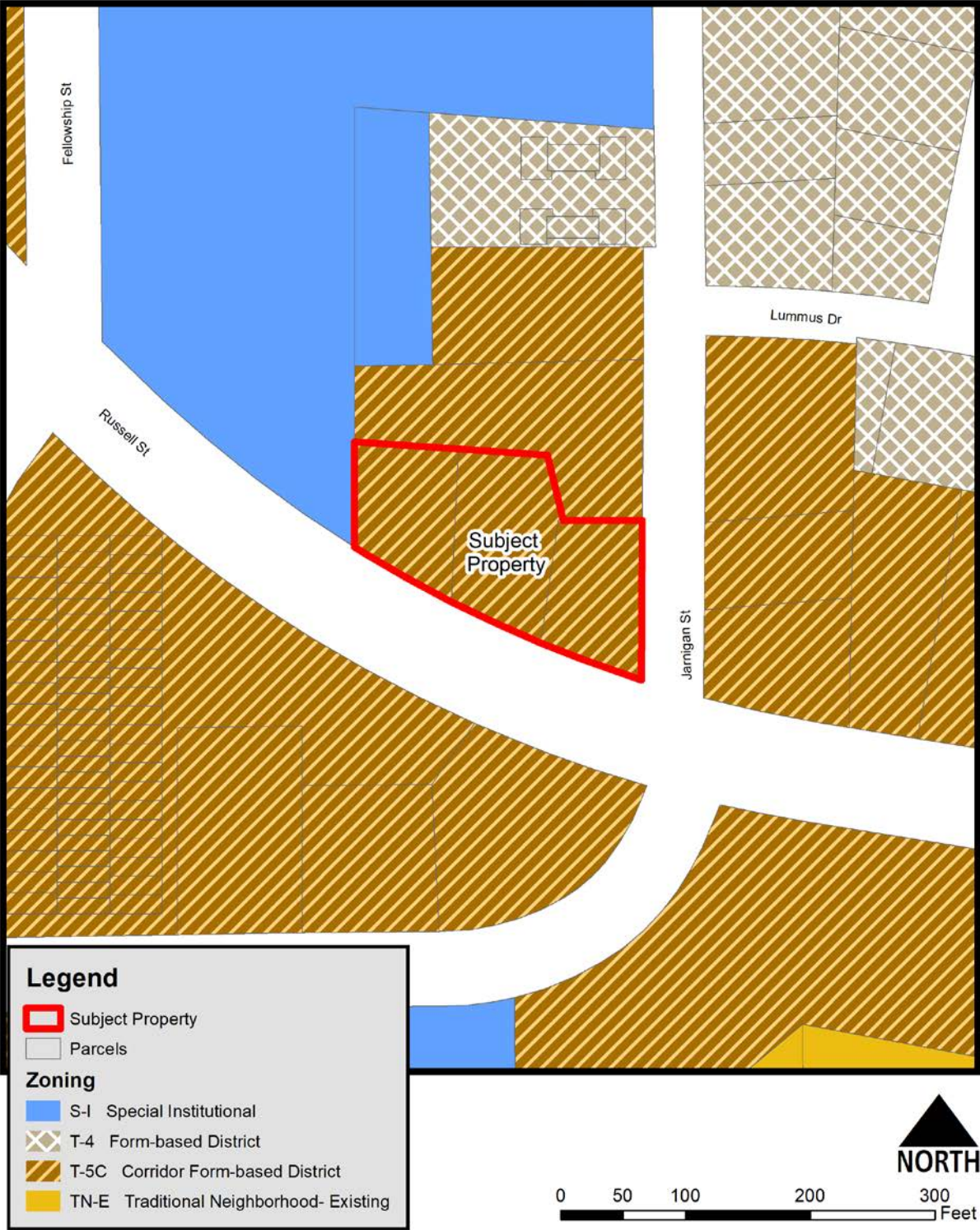
Legend

 Subject Property

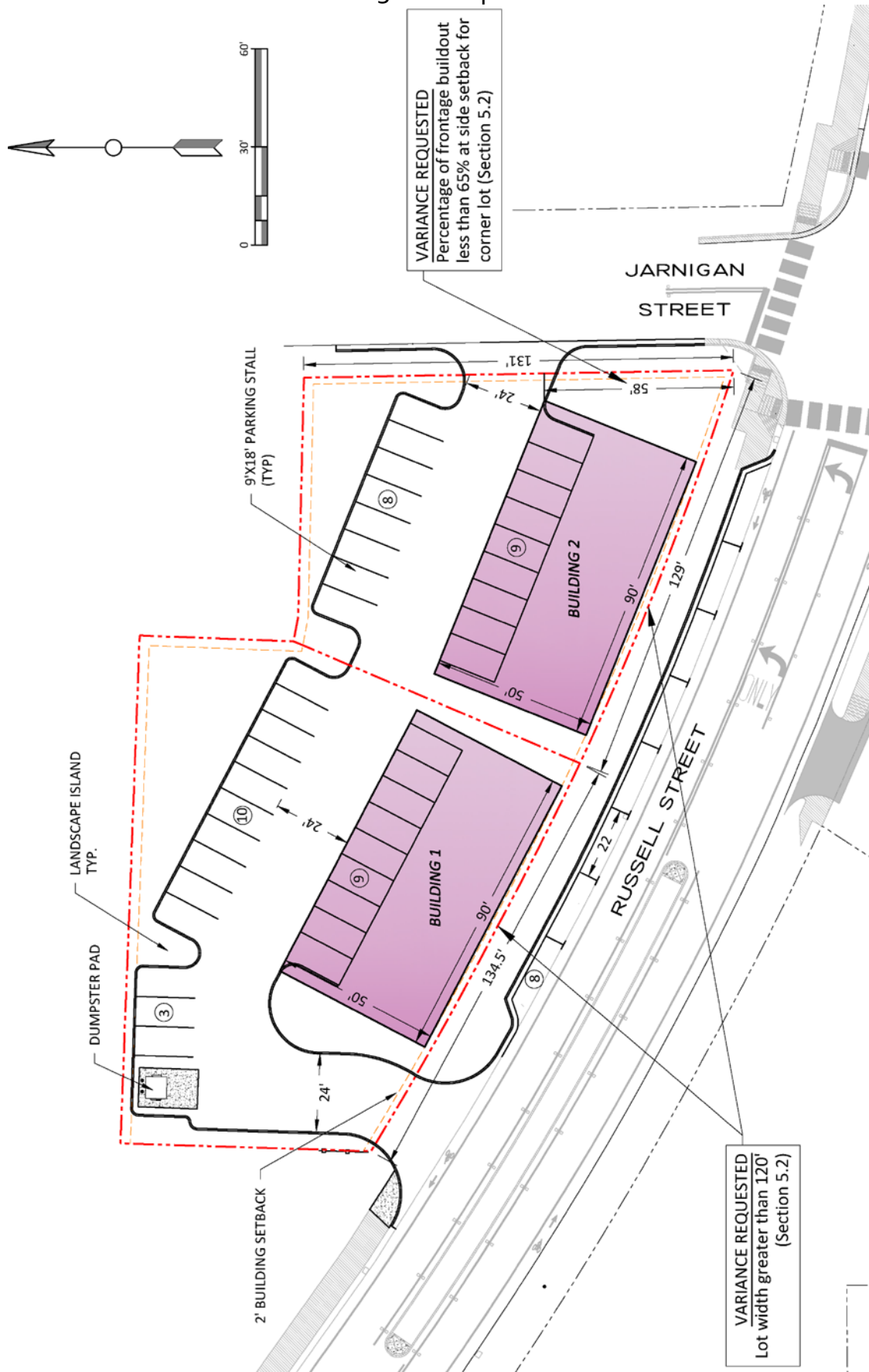
 Parcels



Attachment 2
VA 22-11 and SE 22-05 Zoning



Attachment 3- Conceptual Site Plan





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)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of SE 22-05 a request for a Special Exception to allow for a reduction in the minimum parking requirements for a proposed development on the three lots on Russell Street at the northwest corner of the intersection with Jarnigan Street in a T5-C zoning district
Date: October 11, 2022

The purpose of this report is to provide information regarding a Special Exception request by Tabor Construction & Development on behalf of Shackelford Investments, LLC, Tyrone Ellis, and Rena Ellis to allow for a reduction in the minimum parking requirements for a proposed development located at 403 and 405 Russell Street including the vacant lot at the northwest corner of Russell Street and Jarnigan Street. All three lots are in a T-5C zoning district with the parcel numbers 101D-00-079.00, 101D-00-080.00, and 101D-00-081.00. Please see attachments 1- 9.

BACKGROUND INFORMATION

The applicant is currently proposing to develop the site into a mixed-use development with residential and commercial units in two buildings. The parking for the site will be located in the rear of the property and new street parking will be added along Russell Street. The three existing lots will be combined into two lots. Each lot will have one mixed use building, but both lots will share the proposed parking. The residential portion requires one space per bedroom. The total bedroom count for the project is 41 (10 one bedrooms, 8 two bedrooms, and 5 three bedrooms). The parking for the non-residential portion will vary based on the use. Assuming a total square footage of 2,700 per building, the required parking for the non-residential portion of each building is 4 spaces per building. Using the Parking Occupancy Rates chart found in Section 14.10.4 of the Unified Development Code, the total number of required parking is 48 spaces. The proposed site plan (attachment 3) shows 39 parking spaces. The requested reduction in amount of required parking would be approximately 19%. The parking requirements are part of the Use Standards in Section 13 of the Unified Development Code (UDC). Section 3.4.1 of UDC states that a Special Exception is required for any request to deviate from the Use Standards that is non-dimensional in nature. If the request for a Special Exception is recommended for approval or denial, the requests will be heard by the Board of Aldermen at the October 18, 2022 meeting.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL

3.4.1. Criteria for special exception review and approval in all zoning districts.

- A. Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
- B. Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.

- C. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
- D. **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.
- E. **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.
- F. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
- G. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
- H. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

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

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

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

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

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.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. 13 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 September 11, 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 three phone calls. One for, one against, and one requesting information about the request. Staff has also received three letters against the request and four letters in support of the request.

ANALYSIS

In the opinion of the Planning Department the proposed use associated with the Special Exception request could meet the criteria for special exception 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).

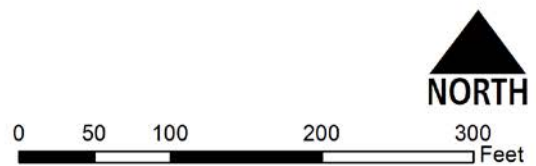
Attachment 1
VA 22-11 Aerial



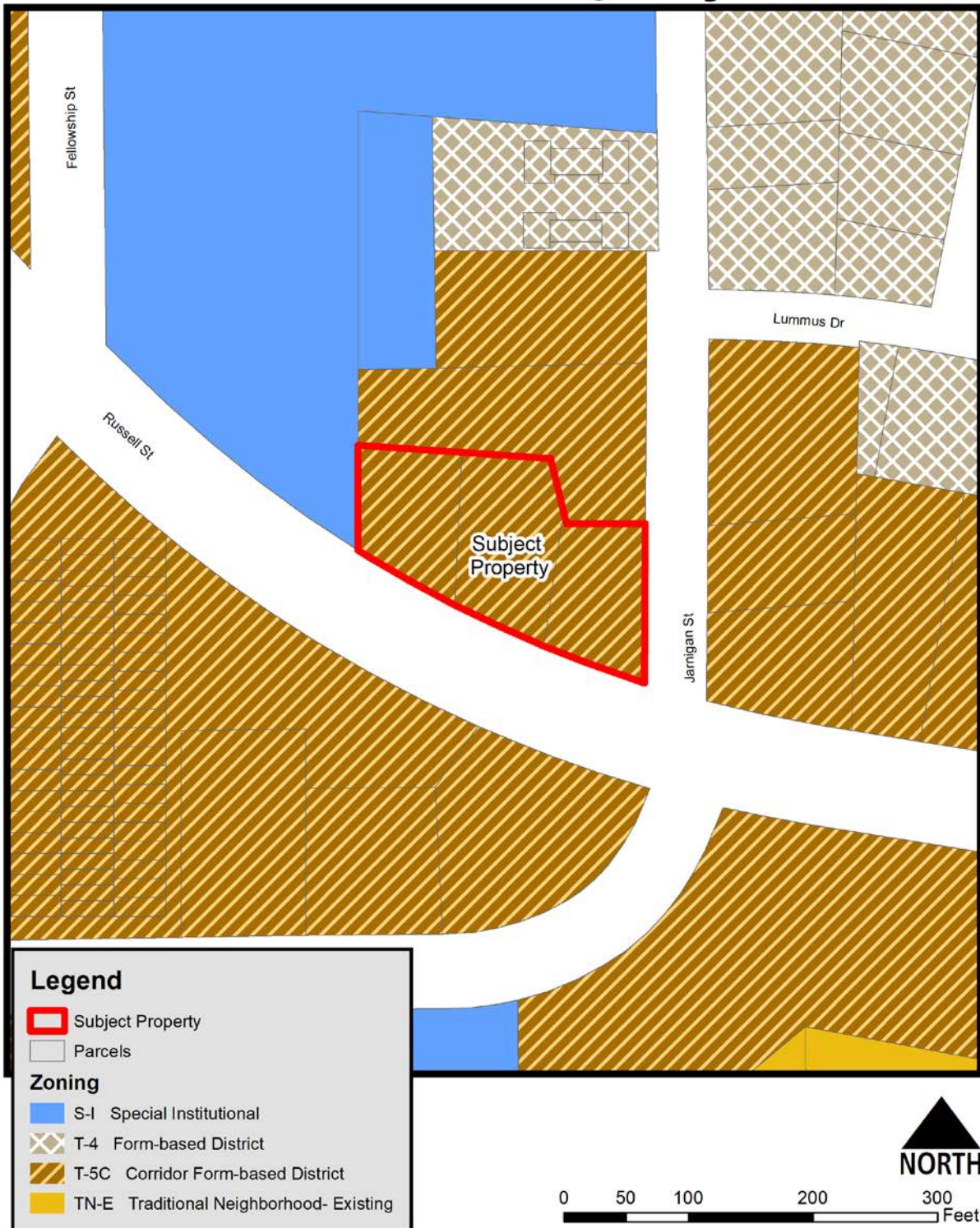
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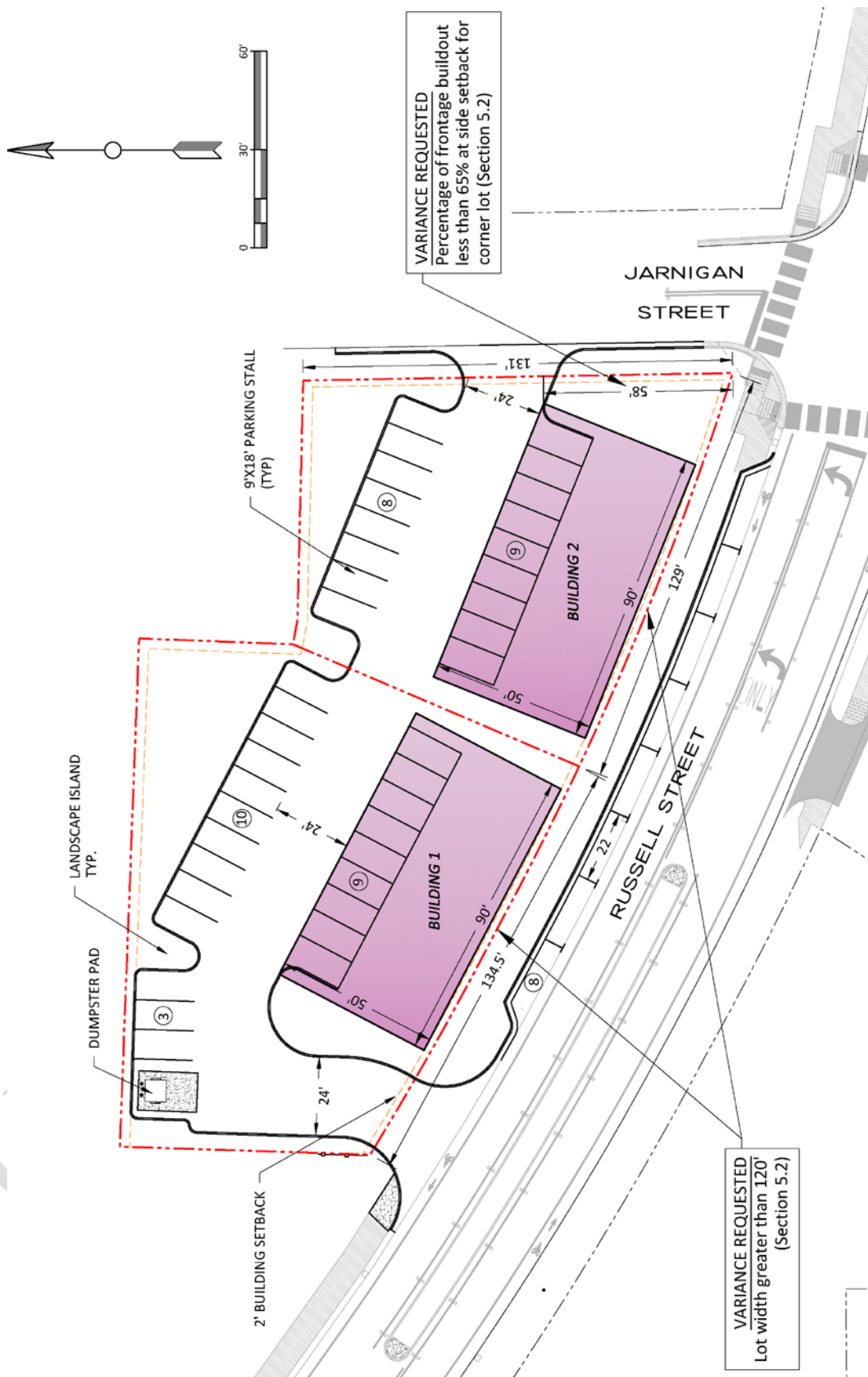
 Subject Property

 Parcels



Attachment 2
VA 22-11 and SE 22-05 Zoning





Attachment 4- Letter Against Hartlein

JOHN WESLEY HARTLEIN

Construction Consultant - Expert Witness

September 28, 2022

RE: VA 22-11 and SE 22-05

403, 405 and vacant lot Russell Street

HIGH COTTON DEVELOPMENT, LLC supports the development within the allowed T-5C zoning requirements as written by your Codes.

HOWEVER,

HIGH COTTON DEVELOPMENT, LLC is opposed to any variances that are **SELF-CREATED** by applicants increased density, building footprint and unit count while asking for less parking requirements.

CURRENT T-5C zoning is already a concession in parking allocations requirements vs other zoning.

PARKING within the Cotton District is already congested and needs more parking, **NOT LESS**.

OTHER land **adjoining or near-by** will be requesting for the same considerations and will increase density while lessening the required needed parking.....not good planning.

FINALLY, as a past developer in Starkville, I fully understand the applicants request for a variance(s) to increase the projects scope and size to maximize his return. However, there are no current conditions by the City such as easements, utilities, roads, etc. that prohibit the applicant to develop the properties **as is**. In fact, by assemblage of the 3 lots as one, the two side yard setbacks are eliminated thereby increasing the buildable area by 40 feet for his benefit.

HIGH COTTON DEVELOPMENT, LLC respectfully request **denial** of any variance approval on this application that increases density while lowering the parking requirements.

Sincerely,



John Hartlein, Manager

HIGH COTTON DEVELOPMENT, LLC

ADDRESS: 7 Waterford Pl, Jackson, MS 39211 • PH: 601-259-0328
hartleinj@bellsouth.net • johnhartlein.com

MONTGOMERY LAW FIRM, PLLC

ATTORNEY AT LAW
POST OFFICE BOX 891
STARKVILLE, MISSISSIPPI 39760-0891

TELEPHONE: (662) 323-1500
FACSIMILE: (662) 323-0980

JOHN M. "MICKEY" MONTGOMERY
MICKEY@MLFMS.COM

109 EAST MAIN STREET
STARKVILLE, MS 39759

September 28, 2022

d.havelin@cityofstarkville.org

Daniel Havelin,
City Planner
City of Starkville, Mississippi

RE: Variance Request – Tabor Construction & Development – Deviation Parking Requirements

Dear Sir,

This letter is in response to your notice dated September 2022 concerning the above referenced matter. I have owned the property at the Northeast corner of Russell Street and Jarnigan Street for many years. It is important that everyone is aware and recognizes there is a serious lack parking in the cotton district especially in the area of the subject property. This parking problem is compounded by Russell Street Flats, The Whitney, the shopping center, and Mugshots. There's no benefit to the surrounding property owners by allowing a special exception to the parking requirement. There is no basis or good reason to warrant granting the request as there are no issues with the subject property. Simply, the developer should be required to reduce the size of their improvements and use that reduction for parking space.

I can only speculate the condominium owners encroaching on their neighbors to locate a parking space. This can be avoided by not recommending a deviation from the parking requirement. I am confident that the City of Starkville will not make the parking problem worse by allowing this parking deviation. Please accept this letter as my formal objection for allowing a special exception for a parking deviation requirement to Tabor Construction & Development regarding parcel numbers 101D-00-79.00, 101D-00-80.00, and 101D-00-81.00.

Please present this letter to the appropriate authorities for their consideration. If you need further information, please advise.

Sincerely,

John M. Montgomery

Attachment 6- Letter Supporting Request Castleberry



CASTLE PROPERTIES

114 MILL STREET, STARKVILLE, MS 39759 • MAILING ONLY

662-244-7099 Office

October 10, 2022

Starkville Planning and Zoning Commission

Re: Support of Special Exception for a reduction of the parking requirements for the proposed development on Russell St and Jarnigan

We were made aware of this development and request by the developer Jeremy Tabor as a courtesy to our ownership and management of neighboring properties on Russell Street.

Mr. Tabor explained that this development would be similar to their Grand Junction, being mainly occupied as "game day" condos. In addition, there will be some retail/office space.

Based on this use I believe this development will be a great addition to Russell Street and the city of Starkville. This exemption should not create any hardship on our neighboring 550 and management of Cotton Crossing developments. This project will greatly enhance an area that has been underutilized and bring in more business for our tenants and the community.

Sincerely,

Mark Castleberry
Castle Properties

From: Aubrey Corley <ajcorley@edmat.com>
Date: Monday, October 10, 2022 at 4:27 PM
To: Dumas, Jeremiah <JDumas@parkingtransit.msstate.edu>
Cc: tabor100@bellsouth.net <tabor100@bellsouth.net>
Subject: Summit on Russell

Mr. Dumas my name is Aubrey Corley and an owner of a business in the Cotton District. I'm aware of the Summit on Russell project and would be in favor of it moving forward as planned with parking as proposed. I think it will be another quality project for Starkville and the Russell St.corridor. I'm very proud of that area and the progress that's been made over the last 10 years and this project is just another part of the puzzle that's been created. Alumni housing is also a vital piece for the study growth of Starkville and will also help support our restaurants and businesses throughout our amazing city. Thanks for your time and Hail State.

Aubrey Corley



204 Main
P. O. Box 1007
Starkville, MS 39760

662-323-5222
1-800-649-1422
Fax: 662- 323-8181

October 11, 2022

To: Starkville Planning and Zoning Commission

Re: Support of the proposed development on Russell and Jarnigan Streets and the request for a reduction of parking spaces required to make this project a reality.

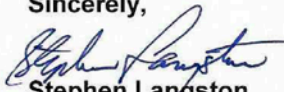
Jeremy Tabor has visited with and informed me of this proposed project, its style, quality, approximate value and how it will fit into the overall area.

I and Sullivan's Office Supply have always been supportive of projects such as this one that are appropriate for the surrounding community. Further, Tabor Development and Construction has a proven "track record" of delivering projects that improve and add value to Starkville.

I ask that you grant Mr. Tabor and this proposed development the requested variance in parking.

Thank y'all, the Planning and Zoning Commission, for all you do to guide Starkville's continued growth and development, it is appreciated.

Sincerely,


Stephen Langston
President



Sammy Slaughter
President
Phone: 662.546.4419
email: sammy.slaughter@gbtonline.com

October 11, 2022

Starkville Planning and Zoning Commission

RE: Support of Special Exception for a reduction of the parking requirements for the proposed development on Russell Street and Jarnigan

I have had the opportunity to review the development and request by Jeremy Tabor for the new development on the corner of Russell and Janigan, which is just around the corner of our branch. This review shows a new development, much like Grand Junction on University Drive. My understanding is this development will be condos (both residential and leased) along with office/retail spaces.

Based on this use and the quality of the work that Jeremy had done in the past, I see this as another great addition to Russell Street and the City of Starkville. This type of development will help with the continued development of Russell Street corridor to MSU. This exemption will not create any issues with the surrounding properties and business.

On the personal side, our family owns residential property just a lock or so away and I feel this type of development will enhance the value of this property as well.

Sincerely,

A handwritten signature in blue ink, appearing to read "Samuel W. Slaughter, III".

Samuel W. Slaughter, III
City President, Starkville

CHURCH OF THE LIVING GOD

305 Jarnigan Street
Starkville, MS 39759

Pastor Lawrence Tate

October 10, 2022

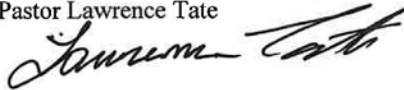
RE: City of Starkville's Variance Letter

Dear City of Starkville,

Regarding your letter concerning a requested parking variance, our church collectively opposes such variance and respectfully request the City of Starkville deny any changes that will make the parking problem in our church parking lot and on and around Jarnigan and Russell Street worse. We are constantly dealing with non-members parking in our parking lot. Approving this variance will only make the problem worse. It is well known this area is congested and does not need additional cars parking on the street or in our parking lot. It's our understanding the developer has plenty of space for parking and can forego a bit more profit for the sake of the surrounding community and our church. Again, we ask you deny the current parking variance pending before the City of Starkville.

Sincerely,

Pastor Lawrence Tate



Trustee: LULA WATSON
Lola Watson



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

AGENDA ITEM DEPT.: Police Department

AGENDA DATE: Oct 18th, 2022

PAGE: Page 1 of 34

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 210 West Gillespie Street, Starkville, MS 39759 with the parcel number 118K-00-016.00 is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 210 West Gillespie Street Starkville, MS 39759 with the parcel number (118K-00-016.00) was performed on July 19th, 2022 and re-inspection on August 16th, 2022 by Code Enforcement Officers Alexandra Nash and Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall Wednesday, **9/21/2022**. Notification letters of the public hearing were sent Wednesday, **9/21/2022** to the property tax payer/owner *Betty Clay at 515 ½ Gillespie Street Starkville, MS 39759* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Alexandra Nash @ 662-323-4847

SUGGESTED MOTION:

Move to determine that the building located at 210 West Gillespie Street Starkville, MS 39759 with the parcel number 118K-00-016.00 is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

Section 16. ENVIRONMENTAL

16.1. Nuisance. A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1. General Nuisance. Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2. Nuisance Prohibited. It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3. Nuisance Violation. Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

16.1.4. Penalty for Nuisance Violation. Any person violating any provision of this ordinance shall upon a guilty plea or conviction be guilty of a misdemeanor and shall be fined in accordance with the penalty fee section or an amount as otherwise determined by the court, for each offense.

16.1.5. Abatement by the City. Upon the failure of the person upon whom an order of abatement has been issued by the court to abate the nuisance, the Code Enforcement Officer shall proceed to abate such nuisance and shall keep records of costs incurred to the City to correct the nuisance. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this article shall constitute a lien against the property upon which such nuisance existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied.





Oktibbeha County, MS

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



Oktibbeha County Tax Assessor/Collector
Allen Morgan

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

PPIN:	2308
PARCEL_ID:	102B-00-321.00
OWNERNAME:	CLAY NELLIE MAY ESTATE
ADDRESS1:	C/O BETTY CLAY
ADDRESS2:	210 GILLISPIE ST
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	03
TOWNSHIP:	18N
RANGE:	14E
LEGAL1:	65' E/S LOT 11 CITY BLK 48
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	18000
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	18000
IMP_VAL1:	16770
IMP_VAL2:	0
TOTALVALUE:	34770
EXEMPT_COD:	0
HOMESTEAD:	4
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	210 WEST GILLESPIE ST

210 West Gillespie Street, Oktibbeha County Property Link public tax information.



The website will be unavailable all day Sunday,
July 18, 2021 for routine maintenance

We apologize for any inconvenience this may cause.

Property Link OKTIBBEHA COUNTY, MS

Current Date 7/15/2021		Tax Year 2020	
		Records Last Updated 7/14/2021	
PROPERTY DETAIL			
OWNER	CLAY NELLIE MAY ESTATE	ACRES : **NA**	
	C/O BETTY CLAY	LAND VALUE : 18000	
	210 GILLISPIE ST	IMPROVEMENTS : 16770	
	STARKVILLE MS 39759	TOTAL VALUE: 34770	
ASSESSED : 3477			
PARCEL	102B-00-321.00		
ADDRESS	210 WEST GILLESPIE ST		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	119.55	119.55	0.00
CITY	104.76	104.76	0.00
SCHOOL	154.39	154.39	0.00
PENALTY & OTHER	3.79	3.79	0.00
TOTAL	382.49	382.49	0.00
LAST PAYMENT DATE 3 / 9 / 2021			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL 65' E/S LOT 11 CITY BLK 48		
HOMESTEAD CODE	REG	MAP 102B DB/PG 421/64	
TAX DISTRICT	1110		
PPIN	002308		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		
Back		

[HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)
[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#)

Violation Notice issued Thursday, July 21, 2022.



City of Starkville

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

Violation of Starkville Code of Ordinances

Nellie May Estate Clay
215 1/2 GILLESPIE
Starkville, MS 39759

Case No. 22-000440
Issued: July 21, 2022

VIOLATION LOCATION

210 West Gillespie St
Starkville, MS 39759

LEGAL DESCRIPTION

65' E/s Lot 11 City Blk 48
Parcel ID #102b-00-321.00

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

Our records indicate that the property referenced above is in violation of MCA Sec. 21-19-112021 IPMC Section 111 of the City's Code of Ordinance. Please reference cityofstarkville.org, or municode.com for details about the individual ordinance regulations.

This letter is an official written notice that you have been given ten (10) days of date of said letter (not the violation date) to bring the property into compliance with Starkville's City Code of Ordinances.

Failure to bring this property into compliance could result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered.

Thank you in advance for your compliance. It is most appreciated. If you have any questions, please call the Community Development Department at (662) 323-2525. Again, I would like to thank you for helping to make Starkville an exciting, attractive and safe place to live.

Sincerely,

Code Enforcement Inspector

Dilapidated Structure Notice issued Thursday, September 1, 2022.



City of Starkville

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

Dilapidated Structure Notice

Nellie May Estate Clay
215 1/2 GILLESPIE
Starkville, MS 39759

Case No. 22-000440
Issued: September 01, 2022

VIOLATION LOCATION

210 West Gillespie St
Starkville, MS 39759

LEGAL DESCRIPTION

65' E/s Lot 11 City Blk 48
Parcel ID #102b-00-321.00

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on - before the Starkville Board of Aldermen at Starkville City Hall Municipal Court Room for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

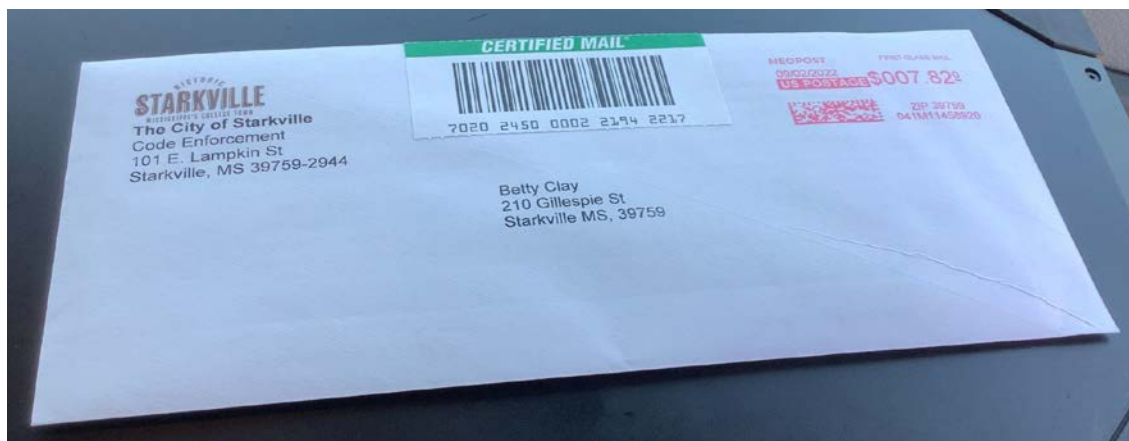
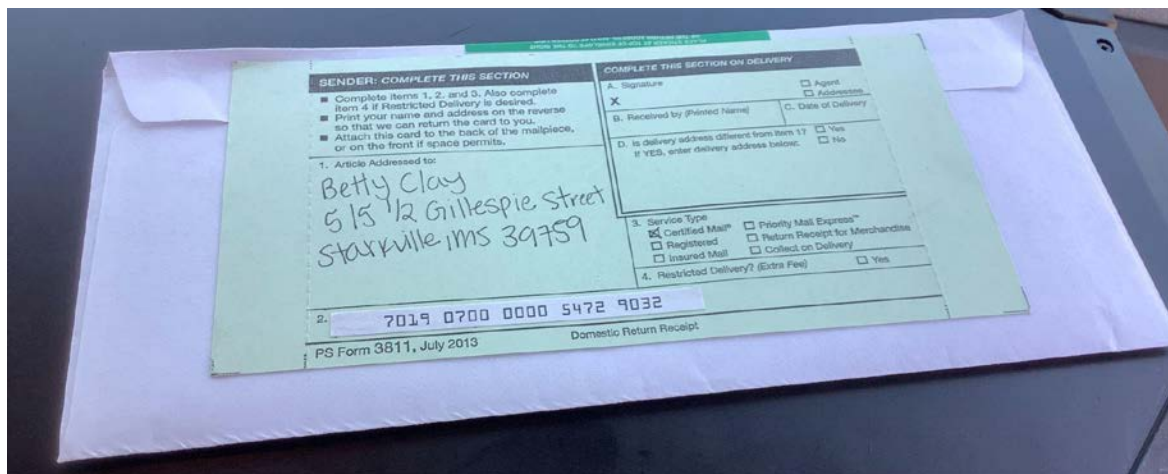
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Community Development Director, Simon Kim, at (662) 323-2525.

Certified Mail sent on Friday, September 2, 2022 through the United States Post Service with the stamp date September 2, 2022. Tracking number: 7019 0700 0000 5472 9032. Tracking number:

7020 2450 0002 2194 2217. Both letters were addressed to Betty Clay due to her mother Nellie Mae Clay being deceased.



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Betty Clay 210 Gillespie St Starkville, MS 39759 9590 9402 6341 0296 1723 93 7020 2450 0002 2194 2217		A. Signature ☒ Agent ☐ Addressee B. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below: _____	
3. Service Type ☐ Adult Signature ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery		4. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053

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

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

OFFICIAL USE

Certified Mail Fee \$ _____

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

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

Sent To Betty Clay
Street and Apt. No., or PO Box No. 210 Gillespie Street
City, State, ZIP+4® Starkville, MS 39759

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

7019 0700 0000 5472 9032

Postmark Here SEP 2 2022 39759

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

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

OFFICIAL USE

Certified Mail Fee \$ _____

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

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

Sent To Betty Clay
Street and Apt. No., or PO Box No. 210 Gillespie St
City, State, ZIP+4® Starkville, MS 39759

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

7020 2450 0002 2194 2217

Postmark Here SEP 2 2022 39759

CLAY NELLIE MAY ESTATE
C/O BETTY CLAY
210 GILLISPIE ST
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-321.00
210 GILLISPIE ST STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Oct. 18th, 2022**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department
Code Enforcement Officer Sarah Perez or Officer Alex Nash (662)323-4847

The photographs below were taken by Officer Alexandra Nash at the first inspection on Wednesday, July 20, 2022, at approximately 15:34.





Photographs below were taken by Officer Alexandra Nash on Saturday, September 03, 2022, at approximately 10:09.





Photographs were taken on Wednesday, 9/21/2022, by Officer Nash where Code Enforcement Officers posted the public hearing notice on the front door of the property as well 110 West Main Street, Starkville City Hall, front window.



CLAY NELLIE MAY ESTATE
CO BETTY CLAY
210 GILLISPIE ST
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 107B-00-321.00
210 GILLISPIE ST STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on Oct. 19th, 2022, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing, if notice is posted on the property or parcel of land and in city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish; abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Ponce or Officer Alex Nash (662)323-4847

Certified letters sent Wednesday, 09/21/2022 to property address and property owners notifying them of the public hearing set for Tuesday, 10/18/2022 at 5:30 pm.



7020 2450 0002 2194 1852

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

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

OFFICIAL USE

Certified Mail Fee
 \$ _____

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

☐ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
 \$ _____

Total Postage and Fees
 \$ _____

Sent To
 Clay, Nellie May Estate C/O Betty Clay
 Street and Apt. No., or PO Box No.
 210 W. Gillespie St.
 City, State, ZIP+4®
 Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SEP 21 2012
 39759
 STARVILLE MS
 MAIN POST OFFICE

7019 0700 0000 5472 9049

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

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

OFFICIAL USE

Certified Mail Fee
 \$ _____

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

☐ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
 \$ _____

Total Postage and Fees
 \$ _____

Sent To
 Betty Clay
 Street and Apt. No., or PO Box No.
 215 1/2 W. Gillespie St.
 City, State, ZIP+4®
 Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SEP 21 2012
 39759
 STARVILLE MS
 MAIN POST OFFICE

Photographs taken by Officer Alexandra Nash on Wednesday, 10/05/2022 show that no efforts have been made to correct the violations.





































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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Oct 18th, 2022
PAGE: Page 1 of 25

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 112 Fellowship St Starkville, MS 39759 with parcel number (101D-00-040.00) is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 112 Fellowship St Starkville, MS 39759 with parcel number (101D-00-040.00) was performed on July 13th 2022 and re-inspection on September 1st, 2022 by Code Enforcement Officer Sarah Perez and Officer Alexandra Nash. Both inspections contained conditions not suitable for public health and safety such as, hazardous material, fire damage and debris, and structural damage.

Public Notices of the public hearing were posted on the subject property **9/21/2022** and City Hall **9/21/2022**. Notification letters of the public hearing were sent **9/21/2022** to the property tax payer/owner *Will L. Allen at 112 Fellowship St. Starkville, MS 39759* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Alexandra Nash @ 662-323-4847

SUGGESTED MOTION:

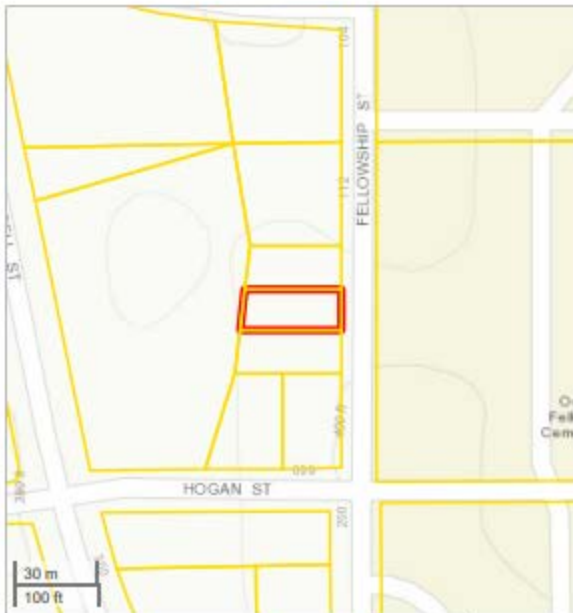
Move to determine that the building located at 112 Fellowship St Starkville, MS 39759 with parcel number (101D-00-040.00) is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

Section 16. ENVIRONMENTAL

- 16.1. Nuisance.** A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.
- 16.1.1. General Nuisance.** Nuisance shall include but not be limited to:
- A. Accumulation of noxious weeds and other rank vegetation.
 - B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
 - C. Any condition which provides harborage for rats, mice, snakes and other vermin.
 - D. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
 - E. All unauthorized noises and vibrations, including animal noises.
 - F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
 - G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
 - H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
 - I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
 - J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
 - K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.
- 16.1.2. Nuisance Prohibited.** It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.
- 16.1.3. Nuisance Violation.** Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.
- 16.1.4. Penalty for Nuisance Violation.** Any person violating any provision of this ordinance shall upon a guilty plea or conviction be guilty of a misdemeanor and shall be fined in accordance with the penalty fee section or an amount as otherwise determined by the court, for each offense.
- 16.1.5. Abatement by the City.** Upon the failure of the person upon whom an order of abatement has been issued by the court to abate the nuisance, the Code Enforcement Officer shall proceed to abate such nuisance and shall keep records of costs incurred to the City to correct the nuisance. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this article shall constitute a lien against the property upon which such nuisance existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied.

16-1

Oktibbeha County Chancery Court where property ad valorem tax is collected.



Oktibbeha County, MS

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



Oktibbeha County Tax Assessor/Collector
Allen Morgan

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

PPIN:	132
PARCEL_ID:	101D-00-040.00
OWNERNAME:	ALLEN WILL L ETUX
ADDRESS1:	112 FELLOWSHIP
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	02
TOWNSHIP:	18N
RANGE:	14E
LEGAL1:	LOT 3-A CITY BLK 65
LEGAL2:	
LEGAL3:	
TAX_DIST:	5110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	38000
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	38000
IMP_VAL1:	30350
IMP_VAL2:	0
TOTALVALUE:	68350
EXEMPT_CDD:	0
HOMESTEAD:	3
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	112 FELLOWSHIP

2014 2070
Recorded in the Above
Mortgage Book & Page
02-07-2014 02:13:15 PM
Monica W. Banks
Oktibbeha County, MS

When Recorded Return To:
JPMorgan Chase Bank, N.A.
C/O Nationwide Title Clearing,
Inc. 2100 Alt. 19 North
Palm Harbor, FL 34683

Document Prepared By:
E.Lance/NTC, 2100 Alt. 19
North, Palm Harbor, FL
34683 (800)346-9152

AUTHORIZATION TO CANCELLATION

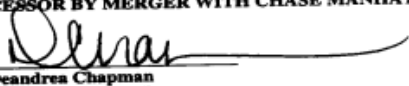
Loan No 0000625671

TO THE CHANCERY CLERK OF OKTIBBEHA COUNTY, Mississippi:
You are hereby authorized and requested to enter satisfaction of and cancel of record certain Mortgage/Deed of Trust executed by WILL L. ALLEN AND WILLIE MAE C. ALLEN to FARMERS HOME ADMINISTRATION dated 11/29/1978 and recorded in Book 560, at Page 1, Document # , of the Records of Deeds in the office of the Chancery Clerk of OKTIBBEHA County, Mississippi.

LOT 3-A OF BLOCK 65 OF THE CITY OF STARKVILLE, MISSISSIPPI, AS SHOWN ON THE ARTHUR L. GOODMAN 1951 OFFICIAL MAP OF SAID CITY, RECORDED IN THE LAND RECORDS OF SAID COUNTY IN A BOOK ENTITLED "OFFICIAL MAP CITY OF STARKVILLE, MISSISSIPPI" REFERENCE TO WHICH FOR FURTHER DESCRIPTION IS HERE MADE.

Property is commonly known as: LOT 3-A, BLOCK 65, STARKVILLE, MS 39759.

Dated on 1/30/2014 (MM/DD/YYYY)
DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE F/K/A BANKERS TRUST COMPANY NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CO-TRUSTEE FOR THE RURAL HOUSING TRUST 1987-01, by JPMORGAN CHASE BANK, N.A. SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, its Attorney-in-Fact

By: 
Deandrea Chapman
VICE PRESIDENT



STATE OF LOUISIANA
PARISH OF OUACHITA

On 1/30/14 (MM/DD/YYYY), before me appeared Deandrea Chapman, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, N.A. SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION as Attorney-in-Fact for DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE F/K/A BANKERS TRUST COMPANY NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CO-TRUSTEE FOR THE RURAL HOUSING TRUST 1987-01 and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).


Bridget A. Chunn
Notary Public - State of LOUISIANA
Commission expires: LIFETIME

BRIDGET A. CHUNN
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 64479

CHAS6 22877334 - PRIME DDO6058519 T2814013913 [C-1] SPOMS1



D0005126670



Oktibbeha County, MS
I certify this instrument was filed on
02-07-2014 02:13:15 PM
and recorded in Mortgage Book
2014 at page 2070 - 2070
Monica W. Banks

STARKVILLE POLICE DEPT

from 06/02/2021

thru 06/02/2021 10:57

Calls For Service

Call #	21-019843	Dispatcher	MULLEN, T
Date/Time	06/02/2021 04:50:13	Disposition	REPORT
Type	FIRE	Zone	2
How Rcvd	911		
Sent To Dispatch	06/02/2021 04:50:52		

Location Address

206 FELLOWSHIP ST
STARKVILLE, MS 39759

Caller Information

Name	Phone	Call From Address	Contact?	Employer / Work Phone
E911			N	

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
JONES, C	04:50:56	04:53:24	05:43:13		
WOODS,	04:50:59	04:53:37	05:27:56		
CHILDS, A	04:51:03	04:53:37	05:27:59		
MCCLENDON,	04:55:51	04:58:41	05:03:09		
GREGORY,	05:37:17	05:40:26	07:00:32		
NASON, H	05:43:20	05:46:05	07:00:32		

Notes

6/2/2021 4:50:52 AM	WALKER, T	STRUCTURE ON FIRE // UNK IF OCCUPIED // MAY BE ABANDONED
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Dilapidated structure notice was sent to the property owner on September 2, 2022

	City of Starkville 101 E Lampkin St Starkville, MS 39759 Phone: (662) 323-4847
---	--

Dilapidated Structure Notice

Will L Etux Allen
112 Fellowship
Starkville, MS 39759

Case No. 22-000419
Issued: September 01, 2022

VIOLATION LOCATION 112 Fellowship, Starkville, MS 39759	LEGAL DESCRIPTION Lot 3-a City Blk 65 Parcel ID #101d-00-040.00
--	--

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on - before the Starkville Board of Aldermen at Starkville City Hall Municipal Court Room for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

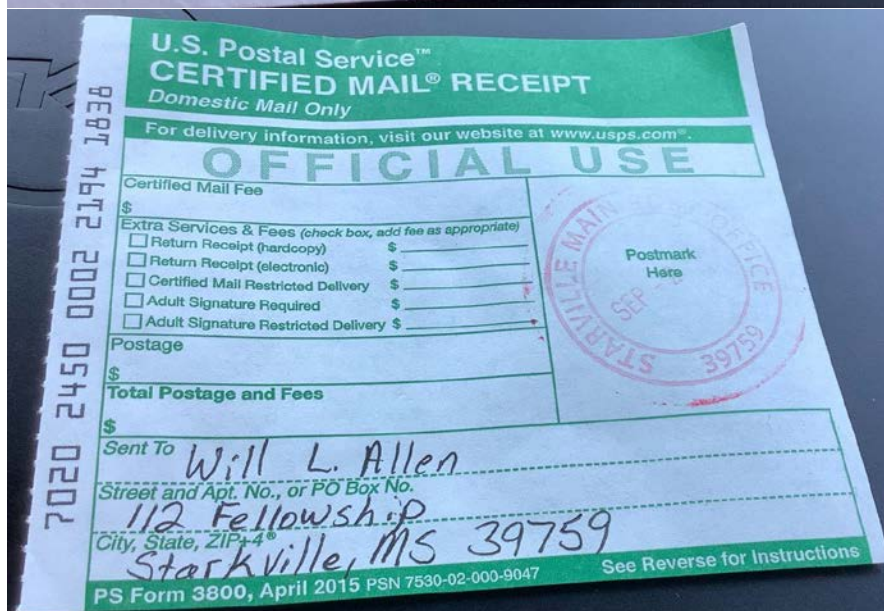
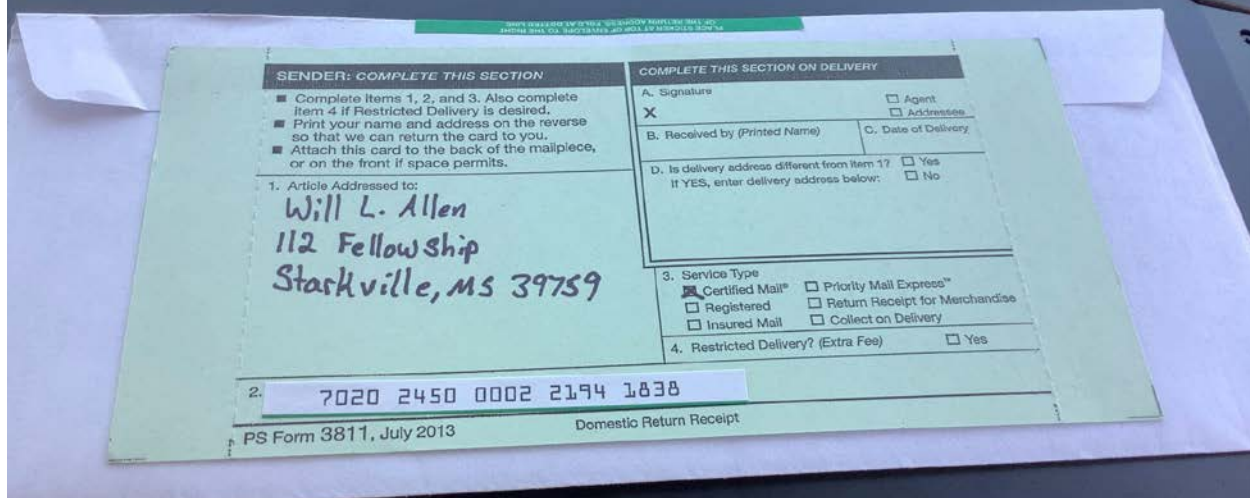
If you have any questions or seek additional information, contact Starkville's Community Development Director, Simon Kim, at (662) 323-2525.

MYGOV.US

22-000419, 09/01/2022 at 9:25 AM

Page 1/2

Certified mail sent to the homeowner on September 2, 2022 notifying the owner of the violations on the property



Public Hearing notice was posted at Starkville City Hall and on the structure at 112 Fellowship St.

ALLEN WILL L ETUX
112 FELLOWSHIP ST
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 101D-00-040.00
112 FELLOWSHIP ST STARKVILLE, MS 39759

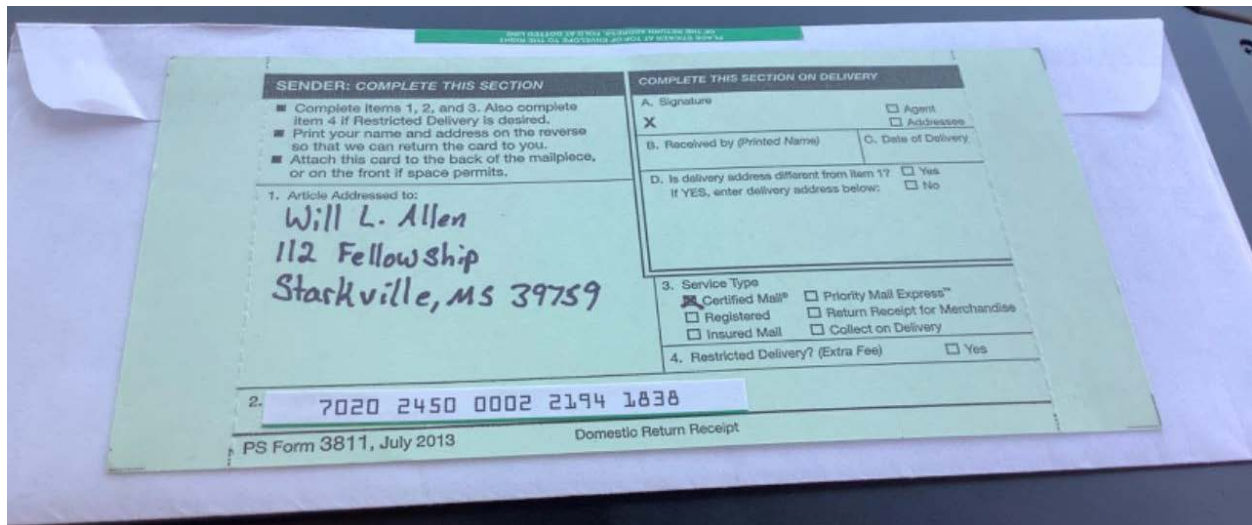
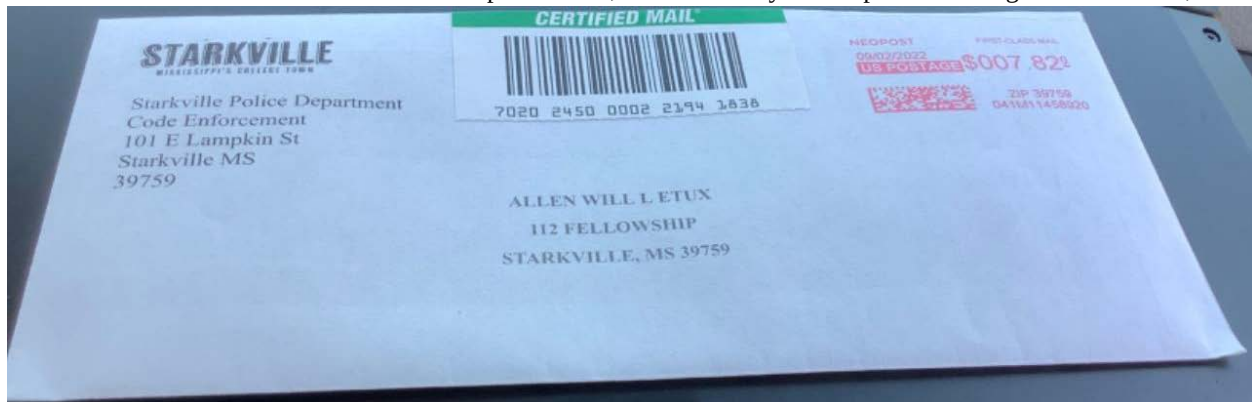
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Oct. 18th, 2022**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department
Code Enforcement Officer Sarah Perez or Officer Alex Nash (662)323-4847

Certified mail sent to the homeowner on September 21, 2022 to notify of the public hearing on October 18, 2022



Photos taken on September 2nd, 2022 of the posting of public hearing notice on the property and at City Hall.



ALLEN WILL E. ETUX
112 FELLOWSHIP ST
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 101D-00-040.00
112 FELLOWSHIP ST STARKVILLE, MS 39759

Take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on Oct. 19th, 2023, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courthouse of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An stipulation at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to recover the property of parcel of land for a period of two (2) years after that adjudication without any further hearing if notice is posted on the property or parcel of land and truly held in another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is recovered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, flaps, personal property, which removal of personal property shall not be subject to the provisions of Section 21-19-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

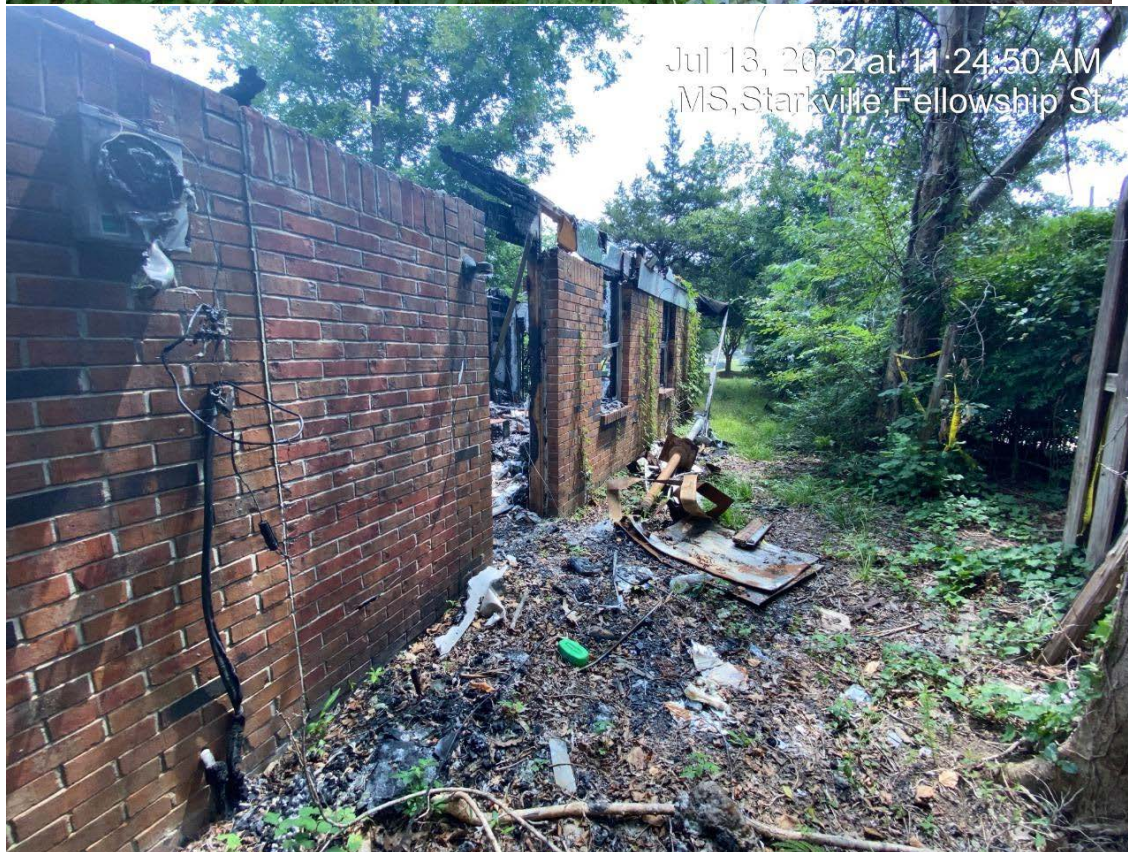
If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Parze or Officer Alex Nash (662)323-4847.





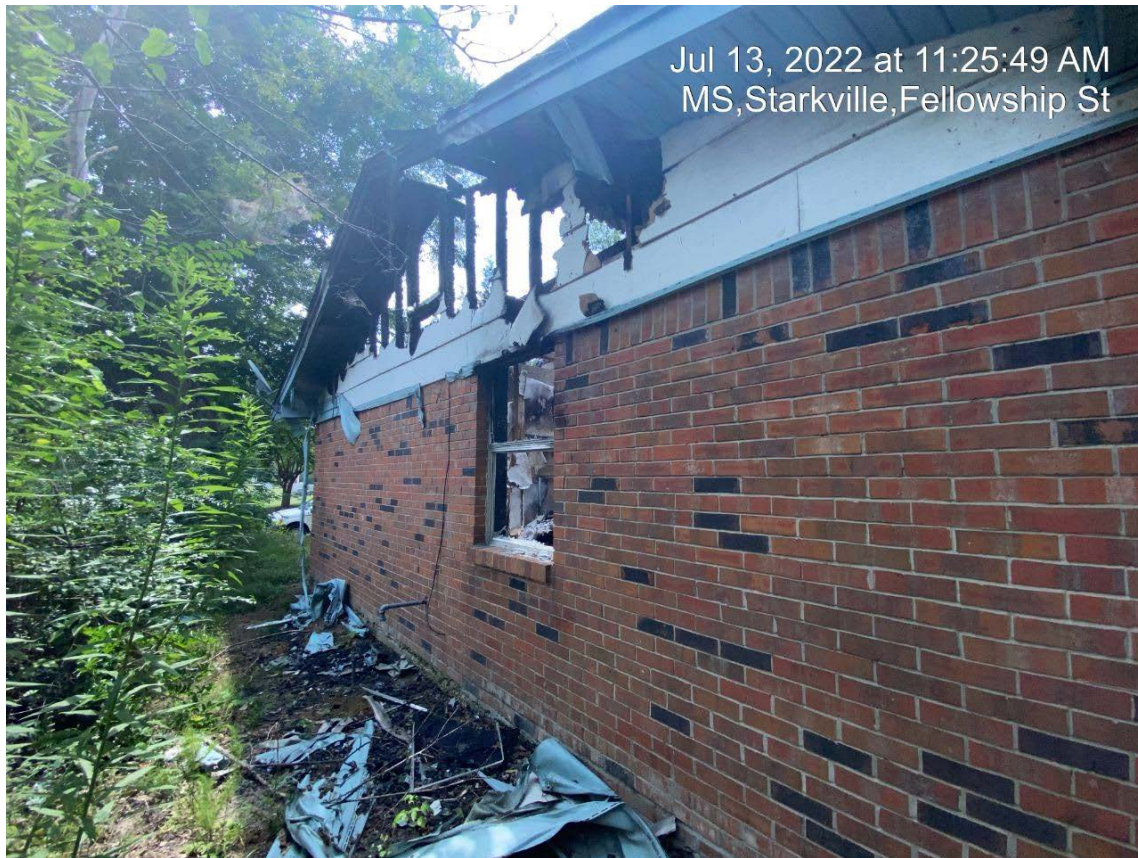


Jul 13, 2022 at 11:24:45 AM
MS, Starkville, Fellowship St



Jul 13, 2022 at 11:24:50 AM
MS, Starkville, Fellowship St





Jul 13, 2022 at 11:25:49 AM
MS, Starkville, Fellowship St



Jul 13, 2022 at 11:25:53 AM
MS, Starkville, Fellowship St





Jul 13, 2022 at 11:26:16 AM
MS, Starkville, Fellowship St





Jul 13, 2022 at 11:26:40 AM
MS, Starkville, Fellowship St

Jul 13, 2022 at 11:26:52 AM
MS, Starkville, Fellowship St



Photos taken 10/03/2022 showing that no work has taken place to comply with the city codes.









AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: October 18, 2022

PAGE: 1

SUBJECT: Consideration of the approval of the providing the Oktibbeha County Humane Society 2+ acres to be used for the expansion of the facility and its services to the city and county.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This property is adjacent to the existing facility and is part of the airport property and owned by the city. It has been agreed to by the airport board and will be subject to the approval of the FAA. This approval would be contingent on the FAA approval finalization.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill or Rodney Lincoln or Rick Welch (President of the OCHS)

SUGGESTED MOTION:

Move approval of the lease agreement providing the Oktibbeha County Humane Society 2+ acres for the expansion of the facilities and services to the community contingent on the approval by the FAA.

GROUND LEASE

This Lease is entered on the 18th day of October, 2022, by and between the City of Starkville, Mississippi (“the City”) and the Oktibbeha County Humane Society, Inc. (“OCHS”).

INTRODUCTION

- A. The City desires to lease Real Property, more particularly described below, for a period of twenty (20) years to OCHS.
- B. On that Real Property, OCHS, on the terms and conditions contained herein, shall construct and maintain an addition to the Starkville Animal Shelter.
- C. The parties have agreed to reduce their agreement to writing.

AGREEMENT

IN CONSIDERATION of the mutual promises, covenants, terms and conditions contained herein and other good and valuable consideration, and intending to be legally bound, the City and OCHS agree as follows:

1. DEFINITIONS:

“Ground Lease” or “the Lease” means this Lease Agreement, together with all exhibits attached.

“Real Property” means the real estate, 2 +/- acres to the north of the current Starkville Animal Shelter, as more particularly described in Exhibit “A” attached hereto.

2. **AUTHORITY.** The governing authorities of the City have determined that the Real Property is surplus land pursuant to Miss. Code Ann. §57-7-1. The City has authority to enter into this lease pursuant to §57-7-1.

3. **LEASED REAL PROPERTY.** In consideration of the rents, terms, provisions and covenants of this Ground Lease, the City leases, lets, and demises to OCHS the Real Property.

4. **USE OF REAL PROPERTY.** OCHS shall construct upon the Real Property an annex to the Starkville Animal Shelter for the construction of a new kennel facility with associated improvements and parking (the “Kennel Annex”). OCHS shall commence construction by January 1, 2023 and finalize construction by January 1, 2025. If construction is not commenced by January 1, 2023, or if construction is not completed by January 1, 2025, then this Lease shall be null and void. This timeline shall not be modified except by mutual written consent of the parties.

5. TERM. Subject to and upon the conditions contained in this Lease, the Lease shall begin on October 18, 2022. The Term shall run for a period of twenty (20) years and shall not be extended except by mutual written consent of the parties.

6. CONSIDERATION. The Kennel Annex shall be constructed with grant funds, and other funds, acquired by OCHS. The Kennel Annex shall be operated by OCHS pursuant to the Agreement between the City of Starkville and the Oktibbeha County Humane Society, Inc. for the Management and Operation of the City of Starkville Animal Shelter, attached as Exhibit B, or as revised by mutual written agreement of the parties to take into account the additional territory of the Kennel Annex.

7. TITLE. The City represents that: (i) it has the full right, power, and authority to execute this Lease; and (ii) it has good and marketable fee simple title to the Real Property. The City and OCHS agree that the Real Property, the Kennel Annex, and any improvements, fixtures, real property, or personal property associated with it, shall remain exclusively the property of City. OCHS shall not have any ownership interest in said property.

8. ASSIGNMENT, SUBLEASES, ETC. OCHS shall not, without the previous consent in writing of the City, assign this Lease or sublet the whole or any part of the Real Property or permit the Real Property or any part thereof to be used or occupied by others, or for any other purpose.

9. CONDITION OF REAL PROPERTY. At the expiration of the Term, OCHS shall surrender the Real Property in the improved and renovated condition required by this Lease. OCHS's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

10. PRESERVATION OF REAL PROPERTY. Following the Commencement Date, OCHS will, at all times, take good and ordinary care and precaution for the preservation of the Real Property.

11. KENNEL ANNEX. OCHS is obligated to construct an annex to the current Starkville Animal Shelter consisting of a new kennel facility with associated improvements and parking on the Real Property in accordance with plans and specifications approved by the City. No construction shall begin until the City approves the plans and specifications in writing. After submittal of the plans and specifications, the City shall have thirty (30) days to either approve of, or request changes to, the plans and specifications.

12. REAL ESTATE COMMISSIONS/AGENCY DISCLOSURE. The City and OCHS warrant and represent that no broker or agent has been engaged or is entitled to any commission or fee resulting from the transaction contemplated by this Lease.

13. UNAVOIDABLE DELAYS. For the purposes of any of the provisions of this Lease, neither the City nor OCHS shall be considered in breach of or in default in its obligations with respect to the obligations under this Lease, in the event of enforced delay in the performance of such obligations, due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather or delays of contracts or sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations effected thereby shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party in writing of such delay, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

14. BREACH AND RIGHT TO CURE. If OCHS shall fail to observe and perform, or shall breach any of its covenants, conditions or agreements under this Lease, then it shall have thirty (30) days after receipt of a notice given to OCHS by the City in the manner provided for in Section 16 hereof, with such notice specifying such default or breach and requesting that it be remedied, to cure such breach. If the failure stated in the notice cannot be corrected within thirty (30) days, the City will not unreasonably withhold its consent to an extension of such time for an additional thirty (30) days if corrective action is instituted by OCHS within the original thirty (30) days to cure and is diligently pursued.

15. RIGHTS TO TERMINATE. Should OCHS fail to remedy any breach within the time period contained in Section 14, the City shall have the right to immediately terminate this Lease. Any omission of the City to exercise any right upon the default of OCHS shall not preclude the City from exercising such right upon any subsequent default by OCHS.

16. NOTICES. All notices required to be given shall be in writing and delivered personally or by certified mail, return receipt requested or by nationally recognized overnight courier, and addressed as follows:

If to OCHS: Oktibbeha County Humane Society, Inc.
510 Industrial Park Road
Starkville, MS 39759

If to the City: Mayor, City of Starkville
110 W. Main St.
Starkville, Mississippi 39759

Each such delivered notice or communication shall be deemed to have been given to or served upon the party to whom delivered, upon the delivery thereof in the manner above provided, as

noted by the United States Postal Service return receipt or by the overnight courier delivery confirmation, as applicable. Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other party hereunder, in the manner above specified, ten (10) days prior to the effective date of said change.

17. CAPTIONS. The paragraph or section headings or captions appearing in this Lease are for convenience only, are not a part of this Lease, and are not to be considered in interpreting this Lease.

18. ENTIRE LEASE MODIFICATION. This written Lease constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

19. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

20. SEVERABILITY. If any provision of this Lease, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Lease is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

21. COUNTERPARTS. This Lease may be executed in separate counterparts each of which shall be an original and all of which shall be deemed to be one and the same instrument. For purposes of this Lease, a telecopy, or a copy of an executed counterpart sent by electronic mail, of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Lease by telecopier or electronic mail shall also deliver an original executed counterpart of this Lease, but the failure to deliver an original executed counterpart shall not affect the validity of this Lease.

22. RIGHTS CUMULATIVE. The rights and remedies of the parties to this Lease, whether provided by law or by this Lease, shall be cumulative, and the exercise by either party or any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the

performance, or manner or time thereof, or any obligation of the other party, or any condition to its own obligation under this Lease, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other party.

23. TIME OF THE ESSENCE. All times provided for herein are and shall be of the essence of this Lease and any extension of any such time or times shall continue to be of the essence of this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date first written above.

CITY OF STARKVILLE, MS:

By: _____

D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY HUMANE SOCIETY, INC.

By: _____

Rick Welch, President of Board of Directors



August 28, 2022

Rodney Lincoln
Airport Director
120 Airport Road
Starkville, MS 39759

Dear Mr. Lincoln,

The Oktibbeha County Humane Society is requesting use of additional land (approximately 2 acres with road frontage) to the north of the current Starkville Animal Shelter to expand our campus. We plan to build a new, one story kennel building that will house 20 new runs/kennel spaces and add more parking space within the year. The draft plans for this building are enclosed. We have plans to add another building to our campus as funding and resources permit, with the understanding that we would adhere to any required height restrictions. In 2021 and early 2022, OCHS received grants and generous donations totaling \$300,000 to add a much-needed kennel building to house dogs going on transport and those up for adoption. Our current kennel area is inadequate for housing dogs and will be repurposed for cats and isolation for nursing and scared animals until we can get them into foster. We also plan to add parking space, as our parking can no longer accommodate the average number of vehicles in our lot each day.

Thank you for your consideration.

Sincerely,

Rick Welch
President
OCHS Board of Directors





South Elevation

Not to Scale



East Elevation

Not to Scale



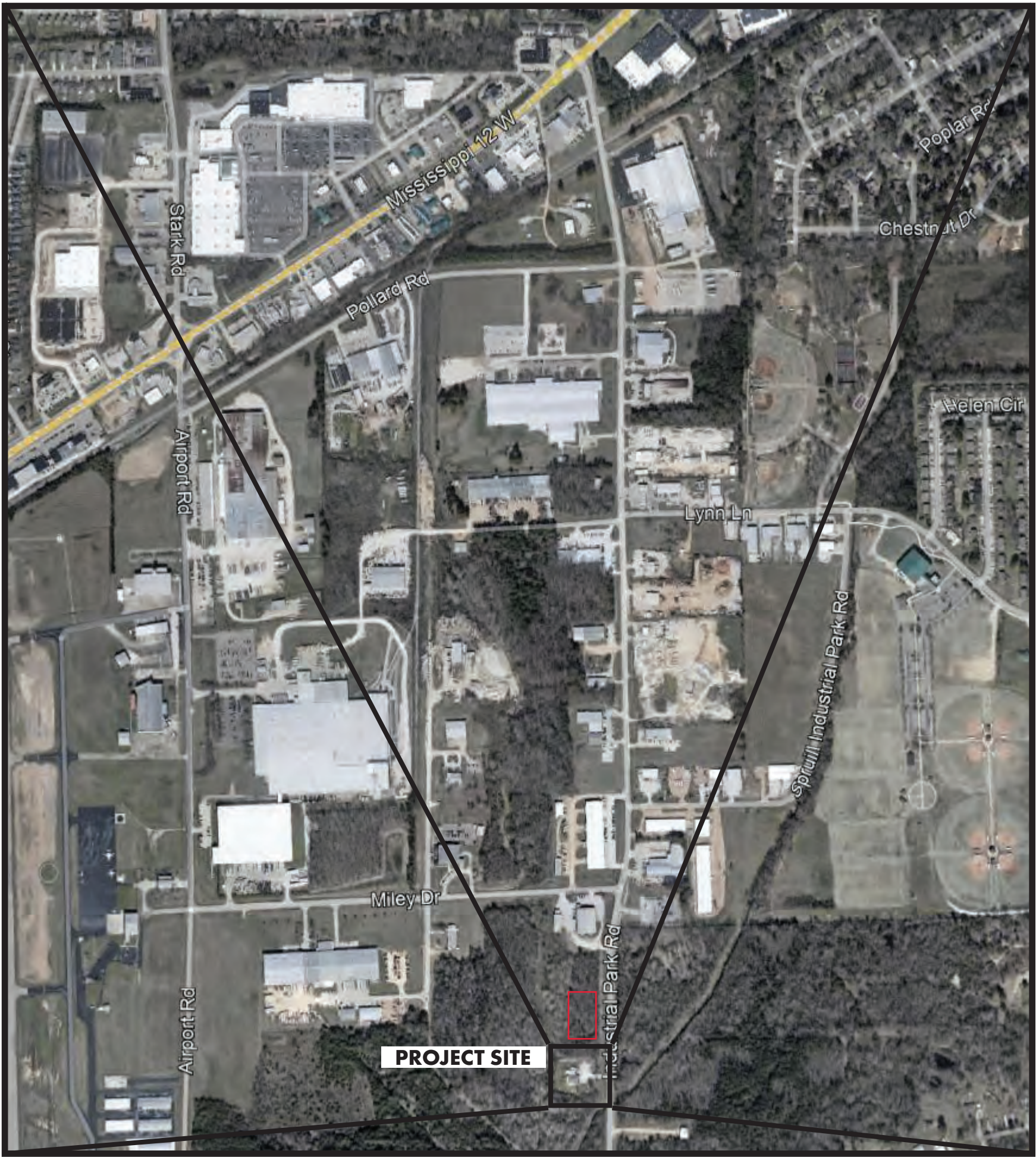
North Elevation

Not to Scale



West Elevation

Not to Scale



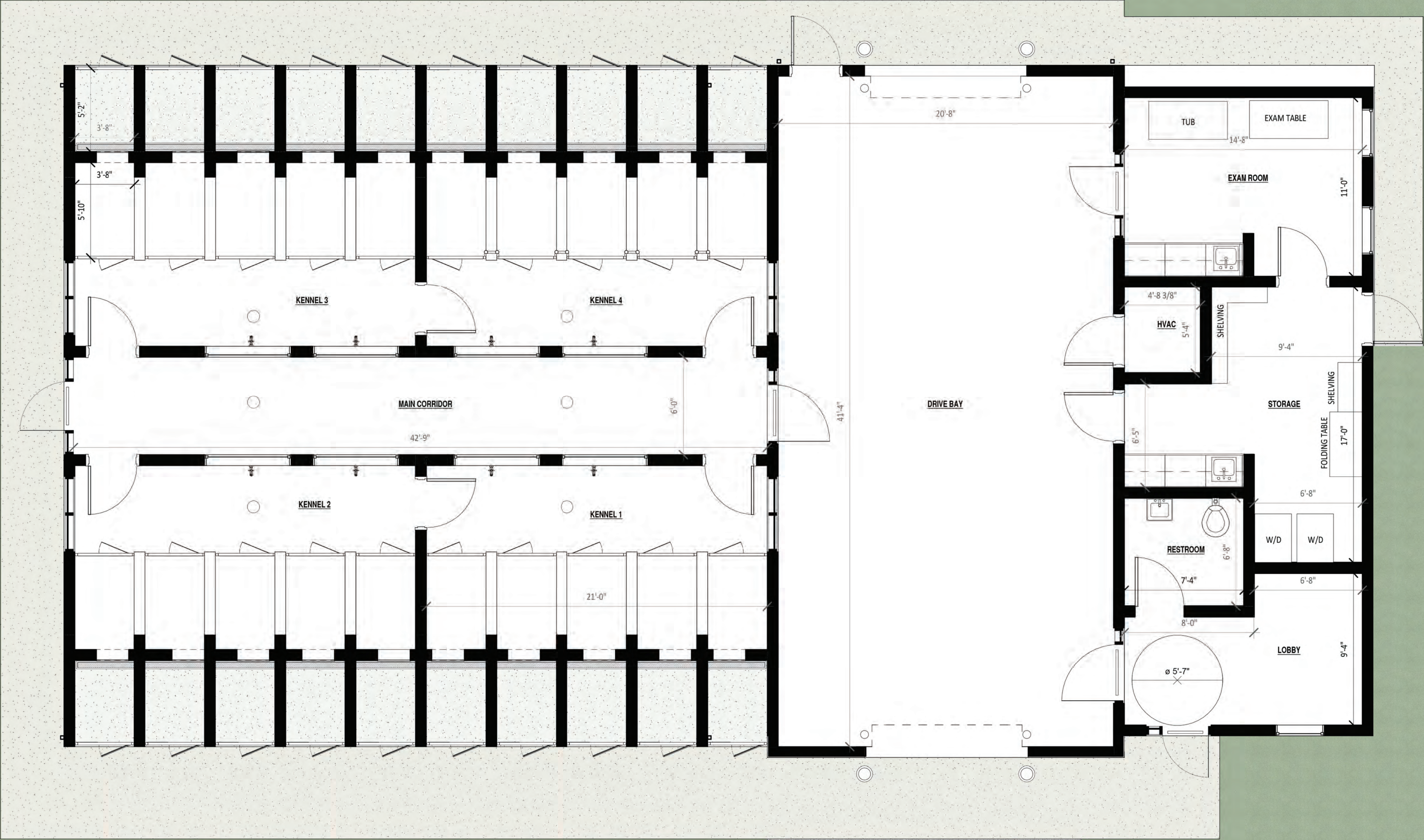
Context Map - Starkville

Not to Scale



Site - OCHS Campus

Not to Scale



Floor Plan

1/4" = 1' -0"



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 10-18-22
PAGE: 1

SUBJECT: Consideration of approval to appoint _____ as Financial Advisor to the City of Starkville relating to various bond issuances, including, but not limited to general obligation bonds, bonds financed by special tax levy, revenue bonds, and tax increment financing bonds.

**REQUESTING
DEPARTMENT:** Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderwoman Sistrunk

FOR MORE INFORMATION CONTACT: Alderwoman Sandra Sistrunk
Or City Clerk Lesa Hardin

AUTHORIZATION HISTORY: The Board approved advertising at the Sept 20 meeting. RFPs were received October 3. The committee is currently reviewing the proposals and will meet Monday, October 17, to review the scoring.

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: October 18, 2022
PAGE: 1

SUBJECT: Request Approval for Grant Writing Services from Northstar Aerospace Solutions for a Terminal Building Grant at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: \$150.00 per hour from 015-505-600-338

FISCAL NOTE: Approved by the Airport Board on September 26, 2022

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve the Grant Writing Services from Northstar Aerospace Solutions for a Terminal Building Grant at George M. Bryan Field



September 30. 2022

Mr. Rodney Lincoln
Airport Manager
George M. Bryan Airport
City of Starkville
101 Lampkin St
Starkville, MS 39759

Dear Rodney,

Thank you for the opportunity to provide the requested information on the service I can provide for the George M. Bryan airfield. As you know, during my tenure as the Executive Director at The GTR Airport I was very successful at obtaining grant funding to help improve and maintain the infrastructure and safety at the airport. During my 19 years we had over \$60 million in grand funding from numerous sources, including the FAA, MDOT, ARC, TVA, and many other organizations. Now that I retired from that position my goal is to help the nonprimary airports gain access to the multitude of grants available so that you can continue the outstanding job you have done over the years in making the George M. Bryan Airport the top general aviation airport in the area.

If you have any questions on the attached proposal, please contact me anytime.

Sincerely,

A handwritten signature in black ink that reads "Mike Hainsey".

Mike Hainsey, A.A.E.
Chief Executive Officer

643 Crosby Lane
Columbus, MS 39701
662.574.3218
www.northstaraero.us



Proposal For Grant Writing Services
For The
City of Starkville George M. Bryan Airfield

Scope

This proposal is for grant writing services only. It does not include any engineering, planning, or other services.

Northstar Aerospace Solutions LLC will prepare, edit, and submit for approval a grant application for the FAA Bilateral Infrastructure Airports Terminal Program grant. This will include preparing an electronic FAA Form 5100-144 for the appropriate signature. The George M. Bryan Airport administration will submit the final grant in accordance with FAA requirements. This does not include completion of the FAA grant application paperwork if the grant is awarded.

This proposal includes up to one hour of meeting time in the Starkville area, if required. Any additional time would be billed at a rate of \$150 per hour plus \$.60 per mile.

Northstar Aerospace Solutions, LLC, will provide the Director, George M. Bryan Airport a completed draft grant application (FAA Form 5100-144) not later than October 20, 2022. Submission by the City of Starkville and the George M. Bryan Airport is required not later than October 24, 2022.

General

The City of Starkville and the George M. Bryan Airport will provide Northstar Aerospace Solutions, LLC, the required engineering and planning information needed to complete the grant application. Non-inclusive examples of this are existing facility capacity and size, proposed facility capacity, size, location, and engineer's estimate, including all costs. All information will be provided not later than close of business on 17 October 2022. Failure to provide such information by that date will be a default by the City of Starkville on this contract and will require payment of the minimum fee plus additional work as indicated below.

The accomplishment of this work does not preclude Northstar Aerospace Solutions, LLC, from performing similar work elsewhere.

Fees

Minimum fee is \$150. Any additional work as discussed above will be agreed upon in writing prior to the start of work.

If the grant is awarded, the City of Starkville and the George M. Bryan Airport will pay one percent of the total grant awarded as the final fee. If the grant is not awarded then no additional fees are required.

All payments will be received by Northstar Aerospace Solutions, LLC, within 45 days of the date received by the City of Starkville. Late payments will accrue a 1.5% per month late penalty.

643 Crosby Lane
Columbus, MS 39701
662.574.3218
www.northstaraero.us



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 18, 2022
PAGE: Page 1 of 5

SUBJECT:

Discussion and consideration of one candidate for potential appointment for the vacancy in Ward 4 of the Starkville Board of Adjustments and Appeals

SUMMARY:

On July 19, 2022 the Board of Aldermen adopted the approved the re-apportion of the aldermanic wards in the City of Starkville. As a result of that, Ward 4 Board of Adjustment and Appeals board member, Dan Shipp, was moved out of Ward 4. Section 2.3.1 of the Unified Development Code states "each member of the Board shall be a qualified elector and resident of the City and reside in the ward they represent at the time of appointment and during incumbency". Therefore, Mr. Shipp can no longer serve as Ward 4's representative. George Sills is the only candidate for the vacancy. This appointment is to fill an expired term ending on June 30, 2025.

Below is the Terms of Office for Board of Adjustments and Appeals in Section 2.3.3 of the Unified Development Code:

2.3.3. Terms of office. The members of the Board of Adjustments and Appeals shall be appointed for a term of four (4) years with a maximum of two (2) consecutive terms with re-appointment possible after a period of two (2) years absence. The two (2) year absence period shall be waived if no other qualified applicants for the seat are received during the advertising period. Members appointed to fill a vacated unexpired term shall be eligible to be re-appointed for one (1) full term without an absence.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of appointing George Sills to the Board of Adjustments and Appeals for the unexpired term of Ward 4 expiring on June 30, 2025



Daniel Havelin <d.havelin@cityofstarkville.org>

Appointment Info- Board of Adjustments and Appeals

GEORGE SILLS <georgesills@bellsouth.net>

Tue, Oct 11, 2022 at 3:47 PM

Reply-To: GEORGE SILLS <georgesills@bellsouth.net>

To: Daniel Havelin <d.havelin@cityofstarkville.org>, Mike Brooks <m.brooks@cityofstarkville.org>

Dear Mr. Havelin:

I have been contacted by Mr. Mike Brooks about the possibility of serving on the Board of Adjustments and Appeals. It would be an honor to serve the City of Starkville in this capacity.

I lived in Starkville in the early 70's while attending MSU. After graduation, I moved to Vicksburg. We moved back here in 2019 and now live in Ward 4 in Carpenter Place. Since returning, I have taken an interest in local government.

I have 37 years of experience as a Civil Engineer/Geotechnical Engineer with the U S Army Corps of Engineers in Vicksburg, MS. Since my retirement from the Corps, I have opened my own Engineering Consulting Business in which I serve on several review boards and am also involved as an expert witness in litigation cases.

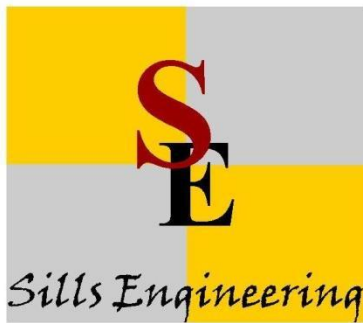
I have attached my resume and personal qualifications for consideration for this appointment. If you have any questions or need additional information, please do not hesitate to contact me.

George L. Sills, PE., Manager George Sills Geotechnical Engineering Consultant, L.L.C. "Simple Solutions for Complex Engineering Problems" Cell 601-529-3407 Eagle Lake office 601-279-4026

[Quoted text hidden]

**Starkville_shorten_resume_2.pdf**

200K



*George Sills Geotechnical
Engineering Consultant, LLC*

117 Bryce Lane
Starkville, MS 39759
Cell: 601-529-3407

Simple Solutions for Complex Engineering Problems

Qualifications for George L. Sills, PE

EDUCATION

- Advanced graduate work, Civil Engineering, Louisiana State University, toward Ph.D.
- ME, Civil Engineering, Texas A & M University. 1981
- BS, Civil Engineering, Mississippi State University, 1975

REGISTRATION

Professional Engineer: MS, TX, LA

AWARDS

- Tau Beta Pi Member
- Selected by National Society of Professional Engineers as USACE National Engineer of the year and one of the Top 10 Federal Engineers of the Year-1999
- Award for Outstanding Team Effort for planning and testing of temporary, barrier-type flood-fighting technologies. Award-May 2008
- Commander's Award for Superior Civilian Service, 2007-for service to ERDC
- Commander's Award for Superior Civilian Service, 2007- for service to IPET Team
- Certificate of Appreciation from Sacramento District, U.S. Army Corps of Engineers for leading the Levee Seepage Task Force for developing criteria for flood protection – 2003
- Commander's Award for Civilian Service-1995, 1999
- Commander's Award for Community Service-1994, 1999

- Appointed to MS State University National Board of Directors and recipient of the Distinguished Service Award-1994
- Commander's Award for Civilian Service-1994. During the 1993 Midwest flood, George served as technical advisor for the USACE St. Louis District to answer seepage related questions in the field during the flood event.

PROFESSIONAL SUMMARY

George currently serves as manager of his private consultant company, George Sills Geotechnical Engineering Consultant, LLC, which he opened in 2008. George is retired from the U.S. Army Corps of Engineers (Corps) where he worked for over 36 years. He was employed by the Vicksburg District for 32 of those years and the Engineer Research & Development Center (ERDC) for 4 years. He has extensive experience in the evaluation, design, and construction of dams, design and drivability of piles, levees, and flood fighting. George has lead several investigations into the causes and mechanisms of seepage distress along levees and dams, and has helped the Corps develop a comprehensive understanding of these issues. He has lectured and published numerous technical papers on levee seepage distress and levee design.

While at ERDC, George led the joint Corps and Bureau of Reclamation (Reclamation) team that developed a toolbox for use in performing Probabilistic Risk Assessments (PRAs) on Corps and Reclamation dams. Much of this effort involved leading a diverse group to resolve complex and conflicting guidance criteria to create useable tools for practitioners from different agencies.. George also served on the Corps' National Levee Safety Program to help set policy/methodology for Corps levee assessments in the future.

George served on a team as a member of the Independent Consulting Board reviewing the ongoing design work for urban and non-urban levees in the Central Valley of California. He also served on numerous Independent External Peer Review Boards for the review of levee designs for levees in Natomas, CA, Sacramento Area Flood Control Agency, Cities of West Sacramento, CA, Sutter-Butte, CA, and Dallas, TX.

RELEVANT EXPERIENCE

1994-2003

While working at the Vicksburg District George performed the following as a Geotechnical Coordinating Specialist: George assisted the Branch Chief with the overall management, direction, control, administration, planning, and review of the engineers and design functions of the Geotechnical Branch of the Vicksburg District (MVK). He evaluated technical staffing and performance and made recommendations on the most economical, efficient, and feasible methods and/or manner to accomplish work. He also established schedules and priorities. He served as Technical Expert and Consultant for guidance and recommendations to MVK, other Corps Districts, A-E firms, and higher Corps echelons.

July 1994-December 1994

Served as a Project Engineer in the Programs and Project Management Division, managing the \$1.8 billion Red River Basin Project. Daily, he coordinated all District functions concerning District policies and procedures. He served as major liaison between the project sponsor and Corps. He also worked closely with Congressional staff in order to meet project milestones.

PROFESSIONAL SOCIETIES INVOLVEMENT

- American Society of Civil Engineers (ASCE)
- Association of State Flood Plain Managers
- United States Society on Dams (USSD), Member of Levee Committee
- Association of State Dam Safety Officials (ASDSO)
- Deep Foundation Institute (DFI). Member of Levee Committee
- Member, Embankment Dams and Slopes Committee of Geotechnical Engineering Division of ASCE, 2005-2008.

PUBLICATIONS AND PRESENTATIONS

Since 2002, George has published over 50 publications that were papers in conferences, technical reports, Journal papers, reports to Congress, national magazines, national and international workshops, and forensic structural failure reports. Numerous of these were peer reviewed publications. These publications were presented all across the United States and in the following countries: Beijing, China, Aussois, France, Queenstown New Zealand, and Sidney Australia.



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10-18-22
PAGE:

SUBJECT: Approval of Garver, LLC's contract to provide preliminary engineering and environmental services for the Stark Road and Hospital Road Extension project not to exceed \$261,160.00.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Dept

**DIRECTOR'S
AUTHORIZATION:** Cody Burnett

FOR MORE INFORMATION CONTACT: Mayor Spruill or Chris Williams

A request for Statements of Qualifications (SOQs) for the planning, preliminary engineering, and environmental evaluation of the Stark Road and Hospital Road Extension project was advertised on July 6, 2022. Three SOQs were received and Garver, LLC was the highest ranking after the scoring was completed. At the September 20th Board Meeting, Garver, LLC was selected as the preferred consultant. A project scoping meeting was held to discuss the scope of this contract to include preliminary planning for two alternate alignments, preliminary environmental work including a Phase I assessment, hydrology and hydraulic analysis of major stream crossings and planning level cost estimates.

SUGGESTED MOTION: Move to approve Garver, LLC's contract to provide preliminary engineering and environmental services for the Stark Road and Hospital Road Extension project not to exceed \$261,160.00.



**Agreement
For
Professional Services
City of Starkville
Project No. 22T18200**



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Starkville** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “Party” and/or “Parties” respectively.

RECITALS

WHEREAS, Owner intends to provide a concept study for the extensions of Stark Road to the north and Hospital Road to the west to tie to Highway 25 (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs,



reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any



contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall release Garver and Garver's subconsultants, and their Personnel from any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information



shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. [Not used]

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:



9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, and to the extent allowed by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to the amount of insurance coverage shown on Exhibit C, which is attached and incorporated hereto as if fully stated herein.

9.2.4. No Other Warranties. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, no other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration or pursue litigation.



- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
- 10.1.3. The site of the arbitration shall be Starkville, Mississippi. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION



- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Mississippi, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.



12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Starkville

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

Garver shall provide the following Services:

The CONSULTANT shall conduct a study to determine the need for and feasibility of an extension of Hospital Road from its current western terminus at Reed Road to Highway 25, and an extension of Stark Road from its current terminus at Highway 182 to the proposed extension of Hospital Road and north to Garrard Road. This study shall focus on improving connectivity and promoting economic development in northwest Starkville (the CITY). The study shall produce alternatives that are constructible and consistent with the needs of the area, and the recommended solutions shall address the needs and issues discovered in the study.

The CONSULTANT shall complete the following specific tasks:

I. Phase 1 – Project Management and Meeting Coordination

The CONSULTANT shall be responsible for internal project organization and coordination with the CITY.

1.1 Project Management

The CONSULTANT shall coordinate with the CITY to ensure the project stays on schedule and within budget from the kick-off meeting until the final report is accepted by the CITY.

1.2 Project Meetings

The CONSULTANT shall attend up to two (2) project team meetings with the CITY to review the status of the project and project assumptions. One of these meetings may be at the project location. The CONSULTANT shall assist with these meetings by providing the necessary information for discussion.

1.3 Status Calls

The CONSULTANT shall hold monthly status calls with the City and other study stakeholders to provide updates on the project.

1.4 Public Involvement Meeting

The CONSULTANT will prepare meeting materials for and attend a public meeting at City Hall. The CITY will be responsible for scheduling and hosting the public meeting.

For all Task 1 meetings, the CONSULTANT shall prepare and distribute minutes for review and concurrence by all attendees.

Task 1 Deliverables:

- Critical path method schedule, updated as needed;
- Agenda and minutes (provided electronically) for project meetings and status meetings.

II. Task 2 – Data Collection

2.1 Define Study Area

The CONSULTANT shall coordinate with the CITY to establish the study area.



2.2 *Site Visit*

The CONSULTANT shall conduct a site visit to document existing field conditions and to verify environmental constraints.

2.3 *Compile Traffic Counts*

Turning movement counts shall be conducted on Tuesday, Wednesday, or Thursday while school is in session.

The CITY shall provide 12-hour turning movement counts at the following three-legged intersections:

- Hospital Road at Reed Road
- MS 182 at Stark Road
- Garrard Road at Reed Road

The CONSULTANT shall obtain the services of a subconsultant to collect 12-hour turning movement counts at the following four legged intersections:

- MS 182 at MS 25 NB Ramps
- MS 182 at MS 25 SB Ramps
- MS 25 at Garrard Road
- MS 182 at Reed Road

The CONSULTANT shall compile the data from the turning movement counts for use in subsequent traffic analysis.

2.4 *Review Travel Demand Model (TDM) Results*

The CONSULTANT will acquire and review Starkville Travel Demand Model run results from MDOT, with and without generic connector roads in place for the Hospital Road and Stark Road extensions. The results will show the changes in travel patterns resulting from the extensions of the two roads.

2.5 *FEMA Data Request*

The CONSULTANT shall prepare and submit a request to the Federal Emergency Management Agency (FEMA) Data Library for the technical backup data used to prepare the FEMA Flood Insurance Study (FIS). The data requests typically take three (3) to six (6) weeks to be completed by FEMA but due to current FEMA IT related issues recent requests have been delayed indefinitely. Garver has no control over the time required to fulfill the data request; therefore, Garver will begin the development of the hydraulic modeling independent of the FEMA effective models. Once the technical backup data is received, the information will be used to the extent possible in the study.

Task 2 Deliverable:

- Map detailing the project study area in a PDF on aerial background
- Map of project area in a Google Earth KMZ file

Task 3 – Traffic Analysis

3.1 *Base Year No-Build Operational Analysis*

The CONSULTANT shall utilize the 12-hour turning movement counts and TDM results to evaluate base year traffic operations at the seven intersections listed in Task 2 using the latest versions of *Synchro/SimTraffic* and *Highway Capacity Software*. Level of Service (LOS),



queue lengths, and delay shall be reported for each intersection movement for the AM and PM peak hours according to the Highway Capacity Manual methodology as well as simulation outputs to supplement the limitations of the HCM.

The results shall be documented in the Needs Assessment Report.

3.2 Develop No-Build Design Year Traffic

The CONSULTANT shall develop No-Build Design Year AM and PM peak hour traffic volume projections for the study area based on a growth rate to be provided by MDOT and agreed to by the CITY. Traffic projections and assumptions will be reviewed and approved by the CITY prior to conducting No-Build design year operational analysis.

III. 3.3 Design Year No-Build Operational Analysis

Synchro/SimTraffic and *Highway Capacity Software* will be used to evaluate design year No-Build traffic operations at the seven intersections listed in Task 2. LOS, queue lengths, and delay shall be reported for each intersection movement for the AM and PM peak hours according to the Highway Capacity Manual methodology as well as simulation outputs to supplement the limitations of the HCM.

The purpose of this analysis is to establish the future No-Build conditions of the study area. The results shall be documented in the Needs Assessment Report.

3.4 Design Year Build Operational Analysis

After alternatives are developed in Task 6, *Synchro/SimTraffic* and *Highway Capacity Software* will be used to evaluate design year Build traffic operations at the seven intersections listed in Task 2 and the new intersections at MS 25/Hospital Road and Hospital Road/Stark Road. LOS, queue lengths, and delay shall be reported for each intersection movement for the AM and PM peak hours according to the Highway Capacity Manual methodology as well as simulation outputs to supplement the limitations of the HCM.

The operational analysis shall be conducted for up to three (2) Build alternatives as developed in Task 6.

Task 4 – Environmental Studies

4.1 Environmental Analysis

The CONSULTANT shall develop an environmental constraints map from existing maps and GIS sources, including but not limited to:

- Locations of public buildings, airports, fire/EMS stations, schools, places of worship, parks, and sensitive noise receptors from site visits and USGS topographic maps;
- City/town/community boundaries;
- Environmental Justice populations (based on Census data);
- Known locations of historic and archeological sites from the Mississippi Department of Archives and History (MDAH) databases (archeological sites will not be shown at the public meetings);
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) data;
- Potential hazardous materials sites, pipelines, and oil wells from the Mississippi Department of Environmental Quality (MDEQ) and Environmental Protection Agency (EPA) hazardous materials databases;
- Federal Emergency Management Agency (FEMA) 100-year floodplain and regulatory floodway data;



- Protected species information from USFWS and the Mississippi Department of Wildlife, Fisheries and Parks (MDWFP);
- Section 303(d) impaired waters and the associated pollutants exceeding the total maximum daily load (TMDL);
- Other stream and drainage features.

The CONSULTANT shall submit the Environmental Constraints Map to the CITY for review.

4.2 Hazardous Materials

Phase I Environmental Site Assessment

The CONSULTANT shall perform a Phase I Environmental Site Assessment (ESA). The Phase I ESA shall include the following work:

- a. The CONSULTANT shall perform site reconnaissance and include a field/on-site inspection of the project area.
- b. The CONSULTANT shall review available historic maps, aerial photographs, and ownership records to complement the data obtained from the agencies and/or observed during the site investigation. Historic quadrangle maps and aerial photographs shall be reviewed by the CONSULTANT at the following offices, as appropriate: MDAH; Mississippi Automated Resource Information System; and the United States Department of Agriculture – Farm Service Agency/National Resource Conservation Service (FSA/NRCS) District Offices. Sanborn Fire Insurance Maps and telephone directories will also be reviewed by the CONSULTANT, as available.
- c. The CONSULTANT shall identify locations of sites and facilities such as hazardous waste sites, solid waste sites, locations of oil and gas wells, and pipelines on base mapping. The map shall be accompanied by a table providing pertinent information regarding the facilities. The CONSULTANT shall submit a digital file of this information to the CITY.
- d. The CONSULTANT shall include the results of the ESA in a hazardous materials technical report. The report shall contain, at a minimum, a discussion of the site conditions and locations, avoidance opportunities, research methodology, copies of correspondence, source of reference materials, and a tabulation of the data.

A Phase II Site Assessment is not included in this Work Assignment.

4.3 Wetlands, Streams, and Impaired Water Bodies

The CONSULTANT shall use a desktop analysis and windshield survey to identify wetlands, other waters and streams, and impaired or 303(d)-listed (Clean Water Act) water bodies that fall partially or wholly within the project boundaries or that may be affected by the project.

Task 4 Deliverables:

- APE coordination letter;
- GIS-based and PDF Environmental Constraints Maps and discussion of potential social and environmental impacts;
- Hazardous materials technical report; and
- Documentation of design restrictions or special commitments identified through Environmental Studies that will need to be carried forward for future project development.



Task 5 – Purpose and Need

5.1 Purpose and Need Report

The CONSULTANT shall evaluate conditions and develop a clear and concise statement of purpose and need for the study area, along with goals for the project. The study goals shall be a broad set of desired outcomes for the project. Each goal shall have one or more objectives by which to measure each alternative's ability to meet the goal. The draft Purpose and Need Statement, along with supporting documentation, shall be submitted to the CITY for review and approval. The CONSULTANT shall submit the final Purpose and Need Statement in electronic format to the CITY. The Purpose and Need Statement is subject to change if new information becomes available during this study that would make the statement more accurate and effective. Any modifications shall be completed in coordination with the CITY.

Task 5 Deliverables

- Purpose and Need Statement

Task 6 – Hydrologic and Hydraulic Studies

The proposed project may impact the floodplains of Josey Creek Tributary 1 (JCT 1), Josey Creek Tributary 2 (JCT 2), and Josey Creek Tributary 3 (JCT 3) (flooding sources). The Josey Creek tributaries are included in the FEMA FIS for Oktibbeha County, Mississippi and Incorporated Areas, effective February 17, 2010. Portions of the streams within the project area are designated as a FEMA Special Flood Hazard Area (SFHA), Zone "AE" with a regulatory floodway according to the Flood Insurance Rate Map (FIRM) Number 28105C0152E, effective February 17, 2010.

6.1 Hydrology

The CONSULTANT shall use the peak discharges included in the FEMA Flood Insurance Study (FIS) for the flooding sources. The 25-year design event will be interpolated from the magnitude-frequency relationship from the FIS peak discharges. A detailed hydrologic analysis will not be performed.

6.2 Hydraulic Analysis

The CONSULTANT shall perform a hydraulic study of the flooding sources within the project area. The hydraulic study shall include the following:

- a. Develop a one-dimensional (1D) steady-flow HEC-RAS hydraulic model of the flooding sources. The limits of the models of JCT 1 shall extend from the intersection of MS Hwy 25 and W. Garrard Road upstream to the FEMA Lettered Cross Section "E". The limits of JCT 2 shall extend from its confluents with JCT1 upstream to Reed Road. JCT 3 shall extend from its confluents with JCT1 upstream to Reed Road.
- b. Calibrate the hydraulic model(s) to the 100-year flood profiles published in the FIS for the respective flooding sources.
- c. Perform a floodway analysis using the encroachment stations scaled from the FIRM and the floodway widths published in the Floodway Data Tables of the FIS for each flooding source.
- d. Evaluate post-project conditions for a single alignment for the Hospital Road Extension and single alignment for Stark Road Extension.
- e. Identify and quantify floodplain impacts for each alternative and determine a recommended plan of action for addressing floodplain impacts, if any, moving forward in subsequent project design.
- f. Provide conceptual planning level recommendations for the drainage structures for each of the alternative alignments of Hospital Road and Stark Road Extensions. This does not include detailed preliminary and final hydraulic bridge recommendations,



hydraulic design, scour analysis, or scour and stream instability countermeasure designs, etc.

Task 6 Deliverables:

- Comparison of pre- and post-project hydraulic model results
- Floodplain and floodway mapping; and
- Hydrologic and hydraulic brief technical memorandum of findings and recommendations.

Task 6 – Alternatives Development

6.1 *Compile Existing Survey*

The CONSULTANT shall coordinate with the MDOT, the City of Starkville, and Oktibbeha County to acquire any available surveys near the project area. The CONSULTANT will combine any surveys acquired with available LiDAR data to create a digital terrain model for use in conceptual design.

6.2 *Develop Build Alternatives*

The CONSULTANT shall develop up to two (2) Build alternatives for this study, in addition to a No-Build scenario. The CONSULTANT shall evaluate the traffic operations and make recommendations for geometric improvements. The No-Build shall be designated as Alternate A, and all Alternatives, whether dismissed prior to alternative screening or advanced, shall be named, described, and included in study documentation. The Build alternatives shall detail the locations of all proposed turn lanes, lane layouts, sidewalk layouts, and intersection designs utilizing Complete Street policies. These alternatives shall be presented to the CITY for review and approval.

6.3 *Cost Estimates*

The CONSULTANT shall develop a planning-level cost estimate for each of the two (2) Build alternatives. These cost estimates shall not include any conceptual quantities other than the quantities included in the MDOT's cost estimate tool and square footage of bridge surfaces or box culverts. The cost estimates will be broken down into segments of independent utility.

6.4 *Conceptual Plans*

The CONSULTANT shall develop and submit draft alternatives for two (2) Build alternatives in PDF and Google Earth KMZ format to the CITY for initial review and comment. The two (2) Build alternatives shall be presented as a typical section along with a PDF document on aerial background and Google Earth KMZ files that can be used for a future, more detailed design phase. Three-dimensional GEOPAK design shall be used for the two Build alternatives. The CONSULTANT shall meet with the CITY to review the comments. Once comments are resolved, the CONSULTANT shall develop final alternatives and submit a final set of PDFs and KMZ files.

Task 6 Deliverables

- Cost Estimates
- Typical Sections PDFs
- Alternative PDFs on aerial background
- Google Earth KMZ files



Task 7 Recommended Improvements

7.1 Alternative Screening

Conceptual plans developed in Task 6, showing the established footprint, number of lanes, and intersection locations for each Build Alternative will be used as the basis for alternative screening. The CONSULTANT shall coordinate with the CITY to develop screening measures to be used in the evaluation of the alternatives. The screening measures may include quantitative measures in the areas of traffic performance, environmental impacts, constructability, cost, and any other areas as determined by the CONSULTANT and agreed to by the CITY. The CONSULTANT shall score each alternative against each measure, and the scores will be totaled for each alternative, with the results being provided in matrix format.

Up to two (2) Build alternatives shall be recommended to carry into the National Environmental Policy Act (NEPA) process. The CONSULTANT shall document the reasons for all dismissed alternatives. The CONSULTANT will be required to analyze and recommend segments of independent utility for each of the two (2) Build alternatives.

7.2 Final Report

The CONSULTANT shall deliver a Final Report, which shall present the Recommended Alternative(s) and the No Build Alternative, providing details of the methods of analyses and a summary of stakeholder/agency input utilized to make the recommendation(s). A draft of the report shall be submitted in Microsoft Word format to the CITY for initial review and comment. All comments shall be addressed prior to submitting the final report in PDF format.

Task 8 Field Surveys

8.1 Field Surveys

The CONSULTANT shall obtain the services of a subconsultant to collect surveys necessary to complete the hydraulic design for the project. The surveys include 14 channel cross sections extending 50 feet beyond the top bank as well as surveying three culverts and two bridges along the channel. The surveying and mapping are accomplished by subconsultant staff utilizing a Trimble GPS and Lietz electronic total station complete with data collector for computer plotting of field notes, point coordinates and elevations. Also, the results of the mapping endeavors can be provided on electronic media for use by the CONSULTANT. All surveys are performed with reference to solar azimuth and meet or exceed the minimum requirements stipulated by the Mississippi State Board of Registration for Professional Engineers and Land Surveyors for vertical and horizontal accuracy and precision.

In addition to those obligations set forth in the Agreement, Owner shall:

- 1.1.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.1.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.1.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract



work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.

- 1.1.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.1.5 Pay all plan review and advertising costs in connection with the Project.
- 1.1.6 Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
- 1.1.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management and Meetings	\$26,250.00	LUMP SUM
Traffic And Analysis	\$72,100.00	LUMP SUM
Environmental	\$49,400.00	LUMP SUM
Hydrology and Hydraulics	\$54,610.00	LUMP SUM
Roadway	\$49,000.00	LUMP SUM
Surveys	\$9,800.00	LUMP SUM
TOTAL FEE	\$261,160.00	

The lump sum amount to be paid under this Agreement is \$261,160.00.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about January 1, 2024.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about January 1, 2024.



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



EXHIBIT D
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

City of Starkville
Project No. 22T18200

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Starkville (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Starkville

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 10.18.22
PAGE: 1

SUBJECT: Consideration of approval of Garver, LLC Engineering Services Contract for the Spring Street and Highway 12 TAP project using MDOT small purchase procedure; and authorization for Mayor to execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

The City was awarded \$400,000 for the Spring Street and Highway 12 TAP project, which involves the construction of pedestrian and signal improvements at the intersection.

The next step of the project is to complete the surveying and design for the project in accordance with MDOT and FHWA guidelines and processes. These processes are outlined in the MDOT LPA Manual.

SUGGESTED MOTION: Move for approval of Garver, LLC Engineering Services Contract for the Spring Street and Highway 12 TAP project using MDOT small purchase procedure; and authorization for Mayor to execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual.



**Agreement
For
Professional Services
City of Starkville
Project No. 21T32110**



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Starkville** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “Party” and/or “Parties” respectively.

RECITALS

WHEREAS, Owner intends to design pedestrian improvements at the intersection of Spring Street and MS Highway 12 (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs,



reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any



contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall release Garver and Garver's subconsultants, and their Personnel from any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information



shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. [Not used]

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:



9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, and to the extent allowed by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to the amount of insurance coverage shown on Exhibit C, which is attached and incorporated hereto as if fully stated herein.

9.2.4. No Other Warranties. To the fullest extent permitted by law, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, no other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration or pursue litigation.



- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
- 10.1.3. The site of the arbitration shall be Starkville, Mississippi. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION



- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Mississippi, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.



12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Starkville

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: John Cantabery
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: 10/7/2022

Attest: _____

Attest: _____



**EXHIBIT A
(SCOPE OF SERVICES)**

- 1.1 Garver shall provide the following Services:
 - 1.1.1 See attached Appendix A.
- 1.2 In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
 - 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
 - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
 - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
 - 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the Project property.
 - 1.2.6 Pay all plan review and advertising costs in connection with the Project.
 - 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
 - 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveys	\$8,800.00	LUMP SUM
Field Review Plans	\$17,700.00	LUMP SUM
Office Review Plans	\$27,000.00	LUMP SUM
PS&E Submittal	\$17,700.00	LUMP SUM
Bidding Services	\$10,000.00	LUMP SUM
TOTAL FEE	\$81,200.00	

The lump sum amount to be paid under this Agreement is \$81,200.00.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2023.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2023.



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**City of Starkville
Project No. 21T32110**

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Starkville (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Starkville

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, GARVER's scope of services will include survey, environmental, design and bidding services per the Project Development Manual for Local Public Agencies for pedestrian improvements at the intersection of Highway 12 and Spring Street.

2.2 Surveys

2.2.1 Design Surveys

Tice Engineering, Inc. (TICE) under a subconsultant agreement with Garver will provide field survey data for designing the project.

TICE will conduct field surveys, office work and research for the project to include production of CAD files for use in design. TICE will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. TICE will establish control points for use during construction.

2.2.2 Property Surveys

No property surveys will be required under this contract.

2.2.2 Field Staking

Prior to the Field Review meeting, critical elements of the project, such as location of pedestrian facilities or proposed edge of asphalt will be marked for review.

2.3 Geotechnical Services

Geotechnical services are excluded from this project.

2.4 Coordination

GARVER will attend the following meetings with the Owner and other agencies:

1. Kick-Off Meeting
2. Field Review Meeting
3. Office Review Meeting
4. Pre-Bid Meeting
5. Bid-Opening

GARVER will prepare exhibits for these meetings when appropriate and provide meeting minutes. As per the Project Development Manual for Local Public Agencies, GARVER will be responsible for producing Field Review and Office Review reports to be submitted to the MDOT District LPA Engineer.

2.5 Kick-Off Meeting

The Kick-Off meeting will be held between GARVER, the Owner and all agencies involved to establish the proposed improvements, design criteria and design standards. GARVER will not begin survey or design until after the kick-off meeting is held.

2.6 Environmental Documentation

Per the Project Development Manual for Local Public Agencies, GARVER will be responsible for preparation of all environmental documents. For this project, a Class II (Categorical Exclusion) will be required. Garver will complete the ENV-160-LPA form, provide a project constraints map and make a site visit. Any other environmental work will be considered additional services.

2.7 Field Review

Upon completion of approximately thirty to fifty percent of the project, a Field Review meeting will be held at the project location with all agencies involved to review the design. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for this submittal.

2.8 Office Review and Final Design (90% and 100% Submittals)

As part of this phase, GARVER will make all revisions from the Field Review meeting and upon 90% completion provide an Office Review set of plans for the Owner and all agencies involved to review. After revising the plans as a result of the Office Review meeting, GARVER will prepare the construction documents as required to advertise for bids. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for this submittal.

2.9 Permits

GARVER will be responsible for obtaining a NPDES MSR-15 permit (stormwater permit) for the project since it will disturb an area larger than one acre, but less than five acres. In order to obtain the NPDES permit coverage, GARVER will be required to produce a Storm Water Pollution Prevention Plan.

2.10 Bidding Services

Bidding services are included for this project.

1. Prepare and submit Advertisement for Bids to Owner to be advertised in newspaper(s) per Mississippi public works law. Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting if necessary.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Prepare construction contracts.
9. Issue a Notice to Proceed to the Contractor.

2.11 Construction Phase Services

No construction phase services will be included under this contract,

2.12 Extra Work

The following items are not included under this agreement but will be considered as Additional Services:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation.
4. Construction Phase Services
5. Construction materials testing.
6. Retaining Walls or other significant structural design.

7. Any electrical or lighting design including street lights.
8. Any environmental work other than those services listed in section 2.6 above.
9. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
10. Services after construction, such as warranty follow-up, operations support, etc.
11. Landscaping Design.
12. Geotechnical Investigations.
13. Property mapping and Right-of-Way/Easement acquisition documents.
14. Cost of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 10.18.2022
PAGE: 1

SUBJECT: Consideration of the consulting services contract from DD Consulting, LLC for the parks project currently under design including McKee and Needmore Community Center.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DIRECTOR'S

DEPARTMENT: Engineering Department/ Parks Dept **AUTHORIZATION:** Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

This is proposal is for recreation consulting services for assistance in design review in the areas for operations, maintenance, and programming based on best practice and use for parks standards and safety.

SUGGESTED MOTION: Move for approval to accept the design services proposal from Dolhoff Thomas Design Studio for the Cornerstone Entrance Landscaping and authorizing the Mayor to execute the contract.



AGREEMENT BETWEEN DD CONSULTING, LLC AND CITY OF STARKVILLE, MS

THIS AGREEMENT, made and entered into this 18th day of October 2022, at Starkville, MS by and between the City of Starkville, 110 West Main Street, Starkville, MS 39759, hereinafter called "Owner" and

DD Consulting LLC
David D'Aquila
7546 Woodland Drive
Pass Christian, MS 39571

Hereinafter called "Consultant":

BACKGROUND

1. The Owner is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Owner. (Attachment A & B)
2. The Contractor is agreeable to providing such services to the Owner on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligation set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the Contractor (individually the "Party" and collectively the "Parties" to the Agreement) agree as follows:

SERVICES PROVIDED

1. The Owner hereby agrees to engage the Contractor to provide the following services ("the Services"):

Planning & Review:

1. Provide recreation consulting services to the Owner regarding park development for the parks bond issue based on best practices and use for parks standards and safety.
2. Provide Owner engineering staff with document review, vetting of potential vendor providers and potential value engineering items in different phases of the project.
3. Evaluate equipment, land use and facility improvements provided by architect to ensure development is provided in conjunction with the city's ability to maintain, staff, and provide operations based on best use practices.
4. Work in conjunction with Sports Facility Management (SFM) to determine monetization opportunities through tourism or general use for proposed facilities and ensure proposed improvements account for those opportunities with the appropriate changes prior to bid and installation.
5. Provide stakeholder meetings and input as necessary identified by the Owner to make sure proposed improvements meet both quality of life and sports tourism opportunities.



6. Work as liaison between Owner and SFM to ensure that park improvements and changes fall within the existing scope of work for SFM and improvements that influence existing contract are identified during the design process.

Execution:

1. Consultant to attend requested Owner meetings as requested. Consultant requests seven-day lead time to make appropriate accommodations as necessary but will provide best effort to attend without full notification and shall endeavor to provide options for arrangements (tele-communication, conference call, etc.) if in-person attendance can not occur.
2. Consultant to provide deliverables and back up documentation based on upon agreed time frames as requested by the Owner.

TERM OF THE AGREEMENT

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and remain in full force and effect until the completion of the Services, subject to the date range provided in item 3 in this section, and subject to early termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. If either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.
3. This contract term will be for six (6) months. Beginning November 1, 2022, and continuing through April 30, 2023.
4. If both parties agree, this contract may be extended at the end of the term of agreement.

COMPENSATION

1. The Contractor will charge the Owner for Services at the rate of \$150.00 per hour (the "Compensation") with an anticipated 40 hours per month at a monthly billing rate of \$6,000 per month.
2. Based on the timing of deliverables by other parties, time worked monthly may vary. Based on this, the Contractor will agree "not to exceed" total amount of \$36,000 for the six-month contract and monthly billings may reflect for lack of and influx of work.
3. The Contractor will retain associates that will provide additional resources and input based on experience and knowledge related to the field of parks and recreation. Appendix B outlines potential other associates that may be brought in by the Consultant if needed. Their billing rate will be at \$70.00 and paid through the Consultant.
4. The Owner will be invoiced monthly on the 20th of the month
5. Invoices submitted by the Contractor to the Owner are due within 60 days of receipt.
6. Travel and lodging will be included in the compensation package and not billed separately.

CAPACITY/INDEPENDENT CONTRACTOR

1. Under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. Client does not control the means, methods, or process of work of the Contractor. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term.



The Contractor is responsible for paying, and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

1. All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in writing and delivered to the Parties at the following address:
 - a. City of Starkville
110 West Main Street, Starkville, MS 39759
 - b. DD Consulting, LLC
7546 Woodland Drive, Pass Christian, MS 39571

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

MODIFICATION OF AGREEMENT

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

1. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this agreement except as expressly provided by this Agreement.

ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

TITLES/HEADINGS

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.



*DD Consulting LLC
David D'Aquila
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com*

GOVERNING LAW

1. This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

City of Starkville, MS



DD Consulting, LLC



ATTACHMENT A

DD Consulting David D'Aquila, Certified Parks & Recreation Professional (CPRP)

Certifications:

Certified Parks and Recreation Professional (CPRP) (1995 – 2019, 2021 – Present)
National Incident Management Systems (NIMS) (Levels 100/200/300/400/700/800)

Education & Membership:

Bachelor of Science, Business Administration (Marketing), University of Southern Mississippi, 1989
Master of Education, Adult Education, University of Southern Mississippi, 1993
Former President & Board Member, current member Mississippi Recreation and Parks Association (MRPA)
Former Regional Board Member and current member National Recreation and Parks Association (NRPA)

Professional History

DD Consulting LLC was formed in 2017 after retiring with 28 years' experience in recreation operations, most recently serving the City of Gulfport as the Director of Leisure Services. During his time with the City of Gulfport, David worked on several large construction and programming projects. Including, the original procurement of land, design, and construction of the Gulfport Sportsplex, rebuilding/repairing the city recreation facilities that included the Community Centers destroyed and/or damaged during Hurricane Katrina, numerous parks, and the \$40 million marina and Jones Park renovation. Managed over \$80+ million in construction projects, from design, specifications, construction, and project management including parks and buildings after Hurricane Katrina. Also was tasked with overseeing the operations of a \$7.5 million Leisure Services Department with 10 divisions, the corresponding operating budgets and up to 105 employees, and as many as 150 employees during the summer.

Consulting Experience:

City of Richland, MS: Consultant for the City of Richland to sit on the hiring committee to employ a Parks and Recreation Director and Sports Coordinator. Work with department to evaluate policy and procedure, contracts and establishing a direction for the department to improve program opportunities and participation. (June 2022 – November 2023)

City of Starkville, MS (Cornerstone): Part of the design team with Dalhoff-Thomas, Neel-Schaffer, and Shafer Zahner Zahner to provide project management and assist with the design and operations of Cornerstone Sports Complex. A \$23+ million-dollar twelve field baseball/softball complex for the City of Starkville scheduled to open in spring 2023. (September 2019 – present)

City of Hattiesburg, MS (EDA Grant Application): EDA Grant Application for improvements to Tatum Park Soccer Fields. Part of the grant team working to provide a submittal for EDA Grant for synthetic and natural turf soccer field improvements for Tatum Park. (September 2022 – December 2022)

City of Hattiesburg, MS (Tatum Park Masterplan): Lead and completed Conceptual Masterplan for Tatum Park in the City of Hattiesburg. DD Consulting met with park stakeholders, including soccer, baseball, softball, disc golf, tennis, pickleball, cross country to determine best use of space in the park and develop a long-term Master Plan for



build out and the development of the park for the City of Hattiesburg. This project was done in conjunction with Neel-Schaffer Engineering and Sports Turf Maintenance Services. (November 2020 – July 2021)

Lamar County, MS (Comprehensive Plan): Member of the Design Team with Neel-Schaffer on the Lamar County Comprehensive Plan. Scope of work includes facility visits and inspections, determine sports and activities through effective communication and public involvement strategies, provide funding strategies for construction, operation, and maintenance for recreation facilities, and recommendations for creating advisory board for Lamar County. (January 2019 – January 2022)

City of Hernando, MS (Feasibility Study & Business Plan): Member of design team with Neel-Schaffer, and the University of Southern Mississippi Department of Economic Development and Hospitality & Tourism to provide a Feasibility Study & Business Plan for Recreation Facilities and Sports Tournaments for the City of Hernando. (November 2019 – October 2020)

City of Pascagoula, MS (Flagship Park): Member of design team with BMA Engineering team for the Pascagoula Flagship Park Project, a \$10+ million land acquisition, complete facility demolition and facility construction project inclusive of a seven-field baseball/softball complex for the City of Pascagoula. (August 2017 – April 2020)

Gulfport, MS (Gulfport Sportsplex):

The Gulfport Sportsplex is a premiere 250-acre complex with nine-terraced baseball/softball fields with hybrid sand-based turf, crimson stone infields, six-synthetic turf fields scoring towers, six international sized soccer fields and control centers with concessions, restrooms, pavilions, meeting rooms, storage rooms and Gulf Islands Waterpark Lease. Under his management, the facility hosted 2,000+ teams annually and operated 30 – 42 weekends since its inception. From 2001 through 2016, the Gulfport Sportsplex generated an estimated \$83 million in Economic Impact and approximately 199,000 hotel room nights.

As the Assistant Director, reviewed plans and designs, specifications, and contract documents, supervised the \$9.6 million budget, which included land procurement and construction for the Gulfport Sportsplex. After completion, from 2000 through the 2016 contract award for park expansion, responsible for capital improvements, budget, operations, and maintenance supervision. As Director in Phase III, developed the concept and parameters for the expansion and use of synthetic field turf, safety fencing and LED lighting systems. Reviewed plans and designs, specifications, and construction budget. Responsible for construction contract development through award. Responsible for operations of Phase I and II which included the original fields in Phase I and II. As Director, prepared the documents and concepts for approval of the 6 field synthetic expansions and 2 field soccer expansion working with engineers and architects.

City of Gulfport, MS: (Jones Park & Gulfport Municipal Marina) The \$40,000,000 park renovation for Jones Park and the Gulfport Municipal Marina is located on 60 acres of waterfront property located at the intersection of Highway 90 and Highway 49. Following Hurricane Katrina, the Marina and Jones Park were rebuilt using multiple funding sources from FEMA, Mississippi Development Authority Funding, Donations, State Grants (CIAP/Tidelands) to Gulfport Capital Funds. As the Director of Leisure Services, reviewed plans and designs, specifications and contract documents, supervised budget for construction. Responsibilities included coordination with General Contractors, Engineers, Architects and multiple sub-contractors and City workers. This project included multiple phases under construction concurrently. Upon completion supervised the \$1.1 million operations and maintenance budget.



The facility includes walking trail, boat launch ramps and boat-trailer parking, 28,000 square foot Barksdale Pavilion, Leo Seal Pavilion, Harbor Master Building, Main Concert Pavilion, Splashpad, Fuel Dock, Bait Shop Lease, Playground Area and 319 slip Marina capable of handling vessels from 18' to 140'. Also managed 30 -40 Special Events held annually after completion, including the \$2.5 million dollar Gulfport Harbor Lights Winter Festival.

City of Gulfport, MS (Gulfport Harbor Lights Winter Festival): Co-Created and managed the development and operation of the Gulfport Harbor Lights Winter Festival for the first two years of operations. The Winter Festival is a one-month Christmas Light Show with a \$440,000 operating budget and \$2,500,000 capital investment with 70,000+ guests annually.

Plan Development and Special Projects:

City of Richland -Consultant (June 2022 – November 2022)

Cornerstone Sports Complex (September 2019 – present),

Tatum Park Conceptual Plan (November 2020 – July 2021)

City of Hattiesburg Grant Team Application for EDA grant for Tatum Park (September 2021-December 2021)

Lamar County Comprehensive Plan (2019 – January 2022).

Hernando Feasibility Study & Business Plan for Recreation Facilities and Sports Tourism (November 2019 – October 2020),

Pascagoula Sportsplex (2017 – 2020)

Jones Park/Gulfport Marina (2005 – 2017)

Gulfport Harbor Lights Winter Festival (2016 – 2017)

Gulfport Sportsplex (1996 – 2017)

Go Coast 2020 Sub-Committee Chair Youth Sports for the Go Coast 2020 Governor's Report on Tourism (2012)

Adjunct instructor University of Southern Mississippi (2005 – 2010) for the School of Human Performance and Recreation in HPR 200, 490 and 424, which included Application, Sports Management, and Community Recreation Resources

Gulfport Harbor Master Plan (1997)

Gulfport Master Plan Parks and Recreation (1995 & 2000)

Strategic Plan for Mississippi Recreation and Parks Association (MRPA) (1995)

Long Beach Master Plan (1995)



ATTACHMENT B

SportsTurf Maintenance Services
Kenneth Edwards, Certified Sports Field Manager (CSFM)
114 Reservation Drive, Gulfport, MS 39503
Kedwa37326@aol.com
228-223-7016

Mission Statement: To advance professionalism in sports field, grounds management and safety through education, awareness programs and industry development. To collect and disseminate scientific, educational, and applied knowledge to those persons engaged in or concerned with the construction, maintenance and use of sports fields and recreational facilities for superior playing conditions.

Services Provided: Consultant to architects, designers, contractors, management companies, distributors, and manufacturers; providing oversight, plan and specifications review, maintenance planning, construction management, and team maintenance task development and training. Advisor to facility/turf managers seeking Sports Field Management Association (SFMA) certification designation as Certified Sports Field Manager (CSFM). Attester for municipalities and sports facilities seeking SFMA Environmental Facility Certification (EFC).

Qualifications:

U.S. Army (Retired) Senior Training Developer
25 Years' experience in SportsTurf maintenance and Facility management.
B.S. Business Admin, Park College, Parkville, MO
Associate of Science, Agronomy, Sports Turf MGT, MGCCC, Perkinston, MS

Certifications/Training:

Sports Field Management Association (SFMA), Certified Sports Field Manager (CSFM),
Certified Pesticide Applicator, Bureau of Plant Industry, MS
Certified Landscape Professional (CLP), NALP
Playground Safety Inspector Training, National Recreation and Park Association

Industry Achievements:

SFMA National Sports Field of the Year Award (Softball Category, Gulfport SportsPlex)
SFMA Environmental Facility Certification (Gulfport SportsPlex)

Professional Associations:

Member, Mississippi Turfgrass Association, (Past President)
Member, Deep South Turf Expo, (Past President)
Member, Sports Field Management Association, (Scholarship Committee Chairman)



Recent Consulting Projects:

City of Memphis, TN, Soccer Field Construction
City of Hattiesburg, MS, Master Plan for Tatum Park
City of Pascagoula, MS, New construction
City of Laurel, MS, Maintenance Planning
Harrison County, MS, Parks Department, Maintenance Planning
City of Starkville, MS, New construction

Talks and Presentations:

As a nationally certified sports field manager, Ken Edwards, CSFM is aptly knowledgeable and experienced to give talks on all topics related to sports field maintenance and management. Most common areas of interest include:

Developing Efficient Strategies For Managing High Use Sports Fields, Dealing With Rain, Development of Athletic Field Management Plans and Programs, and Sports Field Renovations.

Most recent presentation audiences include: Alabama Turfgrass Association, Mississippi Turfgrass Association, Deep South Turf Expo, Louisiana Turfgrass Association and Mississippi State University Turf Seminar.

Sports Field Maintenance Training:

Training programs are offered for grounds staff, facility managers, public works, park directors and private sports organization volunteers responsible for the upkeep of sports fields. Areas of training include Best Management Practices (BMPs) for natural grass, synthetic turf, infield maintenance, soil composition and preparation, field layout, and painting.

Training has been provided to the grounds staff of The City of Laurel, MS. Parks and Recreation Department, City of Mobile, AL., Parks and Recreation Department, The City of Gulfport, MS., SportsPlex Staff, and The City of Gulf Shores, AL., Parks and Recreation Department.

Facility Environmental Certification:

Conducts extensive sports facility site evaluations in 10 key areas to prepare for the Facility Environmental Certification process. Key areas: Storm water management, Fertilization, Pesticides/IPM, Recycling, Composting, Mowing, Energy Conservation, Shop buildings and Storage areas, Irrigation and water quality testing, and Educational Outreach Programs.

Facilities attested and certified; The Gulfport SportsPlex, Gulfport, MS., Laurel Sports Complex, Laurel, MS., Gulf Shores Sports Complex, Gulf Shores, AL.

CSFM Certifications:

Provides preparatory training and instruction related to the CSFM Exam and the successful achievement of the prestigious CSFM designation. Areas of instruction: Agronomics, Pest management, Administration, and Sports-Specific Field Management – Field design, layout, dimensions, lining/markings, maintenance, playability and aesthetics.

Turf managers achieving the CSFM designation; Elvin Ulmer, CSFM, City of Laurel, MS., and Shane Johnson, CSFM, City of Madison, MS.



**Brittany Dyess
20437 Lennis Cuevas Road
Saucier, MS 39574**

Education & Membership:

Bachelor of Science, Human Performance and Recreation in Physical Education (2006)

Master Recreation Administration with an emphasis in Community and Campus Recreation (2009)

Current member Mississippi Recreation and Parks Association (MRPA)

Professional History

Managed Special Events for City of Gulfport, MS - Fourteen years, Experience in developing and implementing contractual events as well as development of events for Jones Park and other city venues. This includes regularly scheduled activities and programs along with additional 40 special events annually. Special events are defined as one full day or numerous days extended events with attendance that may number in the several hundred to several thousand participants and visitors.

Managed nine community centers – Ten years' experience for community/recreation facilities and supervisory responsibilities for 20+ full time and part time employees. Management for facility, staff, and events.

Overall management responsibilities include:

1. City department coordination
2. Vendor recruitment, contract management and coordination
3. Recruitment, scheduling and background check on volunteers
4. Coordination and contracts for events for profit and non-profit organizations
5. Manage event budget for city events and handle invoicing and billing for outside agency events
6. Supervise and oversee event layout, including utility installation/relocation as necessary.
7. Managed all staffing and scheduling for city labor for events.
8. Events were provided for youth, adult, senior and persons with disabilities opportunities.



**George Manemann
Customer Service and Hospitality Development
1161 Lafayette Street, Biloxi, MS 39530
gmanemann@gmail.com
228-669-4734**

Qualifications:

- United States Air Force (Retired) Superintendent of Career Training and Staff Development
- 43 years of experience in managerial, supervisory, and customer service/hospitality training
- 15 years as lead instructor in classroom training for communication operations and maintenance
- 10 years as Training Manager and Customer Service Liaison for Grand Casino Mississippi properties including Grand Biloxi, Grand Gulfport, Grand Tunica, and the Gulf Coast Corporate Offices
- 16 years of municipal function management for the Cities of Gulfport (MS) and St. Petersburg (FL)
- Associate in Arts, Instructional Technology, Community College of the Air Force

Background:

- Harbormaster and Manager for the City of Gulfport Municipal Marina
 - Managing the City's enterprise fund and function for all events and programs taking place inside of Jones Park and within the boundaries of the Municipal Marina.
 - Consulting with the architects and designers of the Jones Park (Gulfport) rebuild project post-Katrina.
 - Liaising with the United States Coast Guard and other local, state and federal agencies responsible for the safety and effective use of coastal Marina waters.
 - Effectively operating and implementing the highest and best use of City-owned equipment, facilities, and land.
 - Managed the selection, supervision, training, and evaluation of Jones Park and Municipal Marina staff members with an emphasis in hospitality and customer service.
 - Developed and oversaw policies and procedures, rate plans, regulations, operations manuals and procedures, safety plans, hazardous materials plans, training plans, and Clean Marina programs and practices.
 - Planned and coordinated special events and established event committees.
 - Worked with and managed event employees and volunteers for effective delivery of program services.
 - Administered procedures regulations within the Jones Park and Municipal Marina areas to ensure compliance with local and state directives.
 - Reviewed special cases involving potential violations and complaints and resolution of same.
 - Interacted with citizens and staff regarding proposed development and proper utilization of Marina water areas, Marina land and pier structures, and facilities within Jones Park.



- Marina Manager for the City of St. Petersburg, FL
 - Managed the marina's enterprise function for fuel sales, special events, and marina revenue.
 - Managed the day-to-day marina operation and functions of 16 direct-report city employees.
 - Coordinated all capital improvements to the property's piers, wharfs, and other infrastructure.
 - Oversaw and coordinated the construction of a new 65-slip, \$2.8M tenant pier.
 - Performed as the Marina and Park on-site liaison for the annual and internationally acclaimed Honda and Firestone Grand Prix Series.
 - Coordinated with the City's Parks Division in bringing numerous special events to the City's "Demens Landing" Park including music festivals and outdoor theater performances.
- Training Manager for Grand Casinos Mississippi
 - Audited, organized, created, and presented job skills, leadership, and HR training programs for 15 hospitality departments including nine restaurants, two hotels, a full-service spa, and the casino floor including table games, security, and slot operations.
 - Provided leadership training for Grand Casino Biloxi, Gulfport, and Caesars Entertainment Corporate Offices.
- Superintendent of Training at Keesler Air Force Base
 - Managed and rated the instructional activities and career advancement of 28 direct reports ranging from mid-level enlisted members to GS-12 civilian employees.
 - Developed, authored, and published a 3-volume career development course (CDC) for advancing job and technical skills in the field of Communications & Information Technology; used by 7,000 members worldwide for career upgrade and promotion.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2022

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

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

PRODUCER Cadence Insurance (formerly BXS Insurance) 2909 13th Street, 4th Floor Gulfport MS 39501		CONTACT NAME: Jackie Hoda PHONE (A/C, No, Ext): 12285636140 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: jackie.hoda@bxsi.com	
INSURED D D Consulting LLC 7546 Woodland Drive Pass Christian MS 39571		License#: PC-1092395 DDCONSU-01	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Indemnity Company of CT	
		INSURER B: ACE Fire Underwriters Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 171243508

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			68G9N1687432242	9/15/2022	9/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof Liability			EONMSF158700592003	9/15/2022	9/15/2023	\$1,000,000 \$1,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insured when required by written contract form CG1050494 on General Liability



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 10.18.2022
PAGE: 1

SUBJECT: Consideration of acceptance of the low bid for the Construction of Louisville Street Traffic Signal Improvements from Powell Construction Services, Inc.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: Estimated cost for this work was \$350,000.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:** Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

This project has been advertised and bids were received on Monday, October 12 at 9am. A full bid tabulation is attached and summary is below.

Powell Construction Services, Inc:	\$250,829.00
Lewis Electric, Inc.:	\$354,037.00
Webster Electric Co., LLC:	\$472,936.25

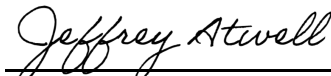
SUGGESTED MOTION: Move for approval of accepting of the low bid for the Construction of the Louisville Street Traffic Signal Improvements from Powell Construction Services, Inc.

**STARKVILLE UTILITIES
STARKVILLE, MS**

**TABULATION OF BIDS
CONSTRUCTION OF LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENTS - REBID
AG PROJECT #101E3140**

BIDDER	CERTIFICATE OF RESPONSIBILITY	ADDENDA ACKNOWLEDGED	BID BOND	BID AMOUNT
Powell Construction Services, Inc.	18085-MC	Yes	Yes	\$250,829.00
Lewis Electric, Inc.	09431-MC	Yes	Yes	\$354,037.00
Webster Electric Co., LLC	12259-MC	Yes	Yes	\$472,936.25

I hereby certify that this is a true and correct tabulation of the bids for Construction of Louisville Street Traffic Signal Improvements received by the City of Starkville on October 11, 2022.



Jeffrey Atwell, P.E.



October 13, 2022

Sent by Email

Chris Williams, P.E.
City of Starkville
110 West Main Street
Starkville, MS 39759

Re: Construction of Louisville Street Traffic Signal Improvements
Starkville, Mississippi

Chris,

Please find enclosed a certified tabulation of bids received for **Construction of Louisville Street Traffic Signal Improvements** received by the City of Starkville on October 11, 2022. Powell Construction Services, Inc. provided the lowest bid of three (3) bids received in the amount of \$250,829.00. I recommend that the City of Starkville award the contract for **Construction of Louisville Street Traffic Signal Improvements** to Powell Construction Services, Inc.

A budget recap follows:

Total Construction Cost.....	\$250,829.00
Owner-Furnished Traffic Signal Materials	\$136,947.00
Owner-Furnished Mast Arms & Poles.....	\$92,336.00
Engineering & CA.....	<u>\$40,000.00</u>
Total Project Cost.....	\$520,112.00
Total Project Budget	\$650,000.00

I have also attached a copy of the "Notice of Award" for this Project. Should the Board 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.

Feel free to call me if we need to discuss.

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

Jeffrey Atwell
Jeffrey Atwell, P.E.
President

Enclosures

C: Lesa Hardin
Edward Kemp, P.E.
Jason Horner
Project File 101E3140



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 10/18/2022

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2021 – 2022 Budget & FY 2022 – 2023 Budget

FISCAL NOTE: Total Claims for the FY 22 Claims Docket Ending September 30, 2022 is \$77,792.03

Total Claims for the FY 23 Claims Docket Ending October 18, 2022 is \$1,170,310.83
Of which the claims amount for Starkville Utilities is \$360,646.10

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 September 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 10/6/2022 - 10/12/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-000-053-206	3,378.75
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	001-000-053-206	64.76
MARCQUELL PATTERSON	INV0035594	10/06/2022	PARK MOBILE TICKETS	001-000-149-691	128.75
WALMART- CAPITAL ONE	557699	10/07/2022	CHARCOAL AND STARTER FLUID FOR GRILL CITY TAILGATE	001-000-160-698	74.12
WALMART- CAPITAL ONE	240933	10/07/2022	4 ALUMINUM PANS CITYWIDE TAILGATE	001-000-160-698	15.92
PILEUM CORPORATION	P83749	10/07/2022	SOFTWARE	001-000-160-698	3,400.00
321 CUSTOMS, LLC	4458	10/11/2022	LIGHTS,SIRENS & INSTALLATION	001-000-334-126	2,225.00
Outstanding Total:					9,287.30
Paid					
321 CUSTOMS, LLC	1188	10/07/2022	LIGHTS/SIRENS INSTALLATION	001-000-334-126	2,225.00
321 CUSTOMS, LLC	1188-R	10/07/2022	LIGHTS/SIRENS INSTALLATION	001-000-334-126	-2,225.00
Paid Total:					0.00
Department 000 - UNDESIGNATED Total:					9,287.30
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	001-100-604-330	172.19
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-100-604-330	80.02
Outstanding Total:					252.21
Department 100 - BOARD OF ALDERMEN Total:					252.21
Department: 110 - MUNICIPAL COURT					
Outstanding					
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-110-604-330	40.01
MONICA LAIRY	INV0035596	10/07/2022	REIMBURSE MILEAGE FOR TRAINING	001-110-610-350	62.04
MS MUNICIPAL COURT CLERKS ASN.	INV0035613	10/11/2022	DEPUTY MUNICIPAL COURT CLERK (5)	001-110-690-553	225.00
Outstanding Total:					327.05
Department 110 - MUNICIPAL COURT Total:					327.05
Department: 120 - MAYORS OFFICE					
Outstanding					
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-120-604-330	40.01
PETTY CASH VOUCHERS	INV0035621	10/11/2022	SUPPLIES FOR CITY WIDE TAILGATE	001-120-503-202	33.73
PETTY CASH VOUCHERS	INV0035621	10/11/2022	SUPPLIES FOR CITY WIDE TAILGATE	001-120-503-202	21.40
Outstanding Total:					95.14
Department 120 - MAYORS OFFICE Total:					95.14
Department: 123 - IT					
Outstanding					
CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	001-123-604-330	86.08
SYNERGETICS DIVERSIFIED COMP,INC	52454	10/12/2022	PROFESSIONAL NETWORK SERVICES PHONES	001-123-918-805	8,333.00
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-123-620-370	150.00
BLUIP, INC.	157702	10/06/2022	RECURRING CHARGES	001-123-604-330	1,520.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0035591	10/06/2022	MONTHLY CHARGES 8282 41 101 0508324	001-123-918-806	230.21
MAXXSOUTH BROADBAND	INV0035595	10/06/2022	MONTHLY CHARGES	001-123-918-806	40.00
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-123-604-330	480.12
MAXXSOUTH BROADBAND	INV0035590	10/06/2022	8282 41 101 0589548 MONTHLY CHARGES	001-123-918-806	805.63
GOVERNMENT LEASING, LLC	GLC23851-33-60	10/12/2022	MONTHLY LEASE	001-123-918-806	667.00
NEX TECH OPERATIONS LLC	7951	10/12/2022	ITAD SERVICE CHARGE	001-123-691-550	231.70
Outstanding Total:					12,544.58
Department 123 - IT Total:					12,544.58
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
OKT COUNTY	INV0035627	10/11/2022	PROPERTY TAX COLLECTIONS CONTRACT FY 2022-2023	001-142-600-338	60,000.00
Outstanding Total:					60,000.00
Department 142 - CITY CLERKS OFFICE Total:					60,000.00
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	001-145-604-330	47.36
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	001-145-604-330	16.19
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-145-604-330	40.01
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0035614	10/11/2022	CMC TRAINING OXFORD CINDY PERKINS	001-145-610-350	200.00
Outstanding Total:					303.56
Department 145 - OTHER ADMINISTRATIVE Total:					303.56
Department: 169 - LEGAL					
Outstanding					
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	447453	10/12/2022	SEPT GENERAL MATTERS	001-169-600-302	12,220.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	447454	10/12/2022	SEPT LITIGATION	001-169-600-312	688.00
Outstanding Total:					12,908.00
Department 169 - LEGAL Total:					12,908.00
Department: 180 - HUMAN RESOURCES					
Outstanding					
CLINIC AT ELM LAKE, THE	34129	10/11/2022	DRUG SCREEN	001-180-600-320	30.00
CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	001-180-604-330	51.75
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-180-604-330	40.01
FEDEX	7-905-12216	10/12/2022	PAYROLL	001-180-691-505	196.37
Outstanding Total:					318.13
Department 180 - HUMAN RESOURCES Total:					318.13
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	001-190-604-330	242.17
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-190-620-370	175.36
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	001-190-604-330	16.19
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-190-604-330	333.02
STEGALL NOTARY SERVICE	INV0035622	10/11/2022	STAMP AND BOOK	001-190-691-550	43.00
Outstanding Total:					809.74
Department 190 - CITY PLANNER Total:					809.74
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-192-620-370	3,955.04
JAN-PRO OF MS	870457	10/06/2022	OCTOBER JANITORIAL SERVICES	001-192-600-338	1,619.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0035612	10/11/2022	MONTHLY USAGE	001-192-625-380	3,939.17
CINTAS	4133224841	10/06/2022	SUPPLIES	001-192-510-220	74.44
CINTAS	4133224892	10/06/2022	SUPPLIES	001-192-510-220	12.62
NORTHEAST EXTERMIN- CITY HALL ACCT	63022	10/06/2022	MONTHLY EXTERMINATING	001-192-600-338	45.00
BUILDING TECHNOLOGY SERVICES, LLC	INV0035603	10/07/2022	ANNUAL FIRE SPRINKLER INSPECTION	001-192-600-338	550.00
BUILDING TECHNOLOGY SERVICES, LLC	SS22-0065	10/11/2022	REPLACED PAINTED PENDANT SPRINKLER HEAD & INSTALL	001-192-630-403	400.00
CINTAS	4133892261	10/12/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4133892349	10/12/2022	SUPPLIES	001-192-510-220	74.44
PETTY CASH VOUCHERS	INV0035640	10/12/2022	TRASH BAGS	001-192-510-220	10.70
Outstanding Total:					10,693.03
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					10,693.03

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	4292	10/06/2022	CHAMBER MEMBERSHIP DUES	001-195-951-966	6,250.00
STARKVILLE/OKTIBBEHA LIBRARY	INV0035615	10/11/2022	1ST QUARTER	001-195-900-803	68,750.00
HERITAGE MUSEUM	INV0035619	10/11/2022	1ST QUARTER	001-195-951-969	2,500.00
BRICKFIRE PROJECT	INV0035620	10/11/2022	1ST QUARTER	001-195-951-965	5,000.00
MS STATE UNIVERSITY AGRICENTER	INV0035623	10/11/2022	1ST QUARTER	001-195-625-380	6,250.00
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0035624	10/11/2022	1ST QUARTER	001-195-951-955	46,250.00
STARKVILLE AREA ARTS COUNCIL	INV0035625	10/11/2022	1ST QUARTER	001-195-702-506	2,625.00
Outstanding Total:					137,625.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					137,625.00

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTON YOUNG CORP.	152	10/07/2022	LAWN CARE SERVICE	001-196-630-425	800.00
HAMPTON YOUNG CORP.	152	10/07/2022	LAWN CARE SERVICE	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	152	10/07/2022	LAWN CARE SERVICE	001-196-637-637	600.00
Outstanding Total:					3,000.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,000.00

Department: 197 - ENGINEERING

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-197-620-370	136.68
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	001-197-690-450	32.38
FUELMAN / FLEETCOR	NP63072819	10/11/2022	FUEL CHARGES 10.3.22-10.9.22	001-197-525-231	54.88
Outstanding Total:					223.94
Department 197 - ENGINEERING Total:					223.94

Department: 201 - POLICE DEPARTMENT

Outstanding

MS DELTA COMMUNITY COLLEGE	INV0035597	10/07/2022	TUITION LEO ACADEMY C HARPMAN	001-201-690-552	4,000.00
CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	001-201-604-330	2,379.67
SULLIVAN'S OFFICE SUPPLY, INC.	75971	10/07/2022	FILE FOLDERS,STAPLES,PENS,BINDER CLIPS, ETC	001-201-501-200	385.62
AT&T MOBILITY	287308867457X10052022	10/11/2022	MONTHLY USAGE	001-201-604-330	85.61
AT&T MOBILITY	287308925437X10052022	10/11/2022	MONTHLY USAGE	001-201-604-330	1,959.24
AT&T MOBILITY	287308964770X10052022	10/11/2022	MONTHLY USAGE	001-201-604-330	94.89
PETE'S TRANSMISSION SHOP	8238	10/07/2022	REPAIR TRANSMISSION PARTS OIL AND LABOR	001-201-630-360	1,900.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POWERSTROKE EQUIPMENT SALES & SVC	7032	10/07/2022	REPAIRS TO CHAMPION GENERATOR	001-201-600-300	155.98
WALMART- CAPITAL ONE	802809	10/07/2022	CLIPS,STARTER FLUID,WHITE OUT TAPE, TISSUE	001-201-501-200	120.24
GRAYSHIFT LLC	01320	10/12/2022	GRAY KEY LICENSE ADVANCED	001-201-630-404	575.00
GRAYSHIFT LLC	01320	10/12/2022	GRAY KEY LICENSE ADVANCED	001-201-730-546	27,995.00
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-201-620-370	7,854.56
TYLER TECHNOLOGIES	130-131307	10/07/2022	POLICE SOFTWARE	001-201-918-805	298.20
TYLER TECHNOLOGIES	130-131308	10/07/2022	POLICE SOFTWARE	001-201-918-805	8,669.28
TK ELEVATOR CORP	3006844002	10/07/2022	POLICE ELEVATOR MAINT	001-201-630-426	1,074.82
MONROE COUNTY SHERIFF'S OFFICE	890-1	10/11/2022	INMATE HOUSING	001-201-541-237	700.00
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	001-201-690-450	453.32
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-201-604-330	1,231.28
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-201-690-450	1,118.43
CALEA	39265	10/07/2022	ANNUAL CONTINUATION FEE	001-201-600-300	4,646.00
STARKVILLE UTILITIES	INV0035612	10/11/2022	MONTHLY USAGE	001-201-625-380	4,089.61
FUELMAN / FLEETCOR	NP63008518	10/11/2022	FUEL CHARGES 9.26.22-10.2.22	001-201-525-231	3,587.96
CITY OF COLUMBUS	1130	10/11/2022	CONTROLLED SUBSTANCES ANALYSIS	001-201-600-300	60.00
GULF STATES DISTRIBUTORS, INC.	1428488	10/11/2022	2 CASES 9A 115GR FMJ	001-201-545-238	418.00
AMAZON CAPITAL SERVICES, INC.	1LPJ-GDKC-QXH4	10/07/2022	BIKE PATROL UNIFORMS	001-201-535-233	101.97
AMAZON CAPITAL SERVICES, INC.	1RNQ-1H6W-YRMT	10/07/2022	BIKE PATROL UNIFORMS	001-201-535-233	536.12
MS LAW RESEARCH INSTITUTE	5916	10/11/2022	14 AFFIDAVIT BOOKS 5 THUMB DRIVE AFFADAVITS	001-201-556-251	585.00
NORTHEAST EXTERM- POLICE ACCT	63023	10/06/2022	MONTHLY EXTERMINATING	001-201-600-300	50.00
SCOTT PETROLEUM DIV. #15	INV0035600	10/07/2022	TANK RENT AT FIRING RANGE	001-201-545-238	48.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0035602	10/07/2022	INMATE HOUSING FOR MONTH OF SEPT	001-201-541-237	10,950.00
WATERMARK PRINTERS LLC	15222	10/11/2022	BUSINESS CARDS	001-201-501-200	36.00
STARKVILLE DAILY NEWS	300234270	10/11/2022	ADVERTISEMENT OF SUMMONS	001-201-600-300	88.04
STARKVILLE GLASS & PAINT	32058	10/07/2022	REPLACE BROKEN WINDSHIELD	001-201-630-360	372.00
JOSH HORTON	INV0035598	10/07/2022	REIMBURSE CLOTHING ALLOWANCE	001-201-535-233	132.09
M.T.O.A	INV0035599	10/07/2022	HORTON&JARVIS SWAT CLASS	001-201-690-552	850.00
MAXXSOUTH BROADBAND	INV0035601	10/07/2022	MONTHLY INTERNET 8282 41 101 0663152	001-201-600-300	163.75
R&M TIRES	1141083	10/11/2022	VIN#7166 OIL CHANGE 2 GEN G MAX TIRES BAL & ALIGN	001-201-630-360	518.53
R&M TIRES	1141084	10/11/2022	VIN#7161 OIL CHANGE	001-201-630-360	101.95
IVY AUTO PARTS, LLC.	694856	10/11/2022	VIN#7161 BATTERY & 2 YR WARRANTY	001-201-630-360	148.34
TRI-STARR MUFFLER & BRAKES	791522	10/11/2022	VIN#7345 RECHARGE AC SYE, FREON,ADJUST DOOR STRIKE	001-201-630-360	295.45
BUILDING TECHNOLOGY SERVICES, LLC	INV0035604	10/07/2022	ANNUAL FIRE SPRINKLER INSPECTION	001-201-630-426	300.00
BUILDING TECHNOLOGY SERVICES, LLC	S122-0164	10/11/2022	ANNUAL FIRE SPRINKLER INSPECTION	001-201-600-300	300.00
ARMY NAVY PAWN SHOP	101022A	10/11/2022	120 CHEM LIGHTS AND 3 PROPPER BDU	001-201-535-233	216.00
ARMY NAVY PAWN SHOP	101022B	10/11/2022	SWAT BOOTS	001-201-535-233	100.00
R&M TIRES	1141124	10/11/2022	VIN#9660 4 GEN G MAX TIRES OIL CHANE BAL & ALIGN	001-201-630-360	831.72
OKTIBBEHA COUNTY COOPERATIVE	830714	10/11/2022	SWAT BOOTS	001-201-535-233	124.85
SAMANTHA GILLEN	INV0035630	10/11/2022	REIMBURSE CLOTHING ALLOWANCE	001-201-535-233	391.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP63072819	10/11/2022	FUEL CHARGES 10.3.22-10.9.22	001-201-525-231	4,312.79
LAIRD CLINIC -POLICE ACCOUNT	540272	10/11/2022	PHYSICAL,EKG,UDS	001-201-600-319	188.00
OCH REGIONAL MEDICAL CTR	INV0035629	10/11/2022	PRISONER MEDICAL	001-201-541-240	829.90
Outstanding Total:					96,424.62
Department 201 - POLICE DEPARTMENT Total:					96,424.62
Department: 245 - DISPATCHERS					
Outstanding					
KENDLE MCKINSTRY	INV0035636	10/12/2022	REIMBURSE MEAL DISPATCH TRAINING	001-245-690-552	72.82
KENDLE MCKINSTRY	INV0035637	10/12/2022	REIMBURSE MILEAGE DISPATCH TRAINING	001-245-690-552	52.80
Outstanding Total:					125.62
Department 245 - DISPATCHERS Total:					125.62
Department: 246 - CODE ENFORCEMENT					
Outstanding					
FUELMAN / FLEETCOR	NP63008518	10/11/2022	FUEL CHARGES 9.26.22-10.2.22	001-246-525-231	52.55
FUELMAN / FLEETCOR	NP63072819	10/11/2022	FUEL CHARGES 10.3.22-10.9.22	001-246-525-231	47.26
Outstanding Total:					99.81
Department 246 - CODE ENFORCEMENT Total:					99.81
Department: 261 - FIRE DEPARTMENT					
Outstanding					
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17043739	10/11/2022	BULLARD HELMET	001-261-918-805	538.00
CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	001-261-604-330	258.29
AT&T MOBILITY	287312769594X10052022	10/11/2022	MONTHLY USAGE	001-261-604-330	50.43
SUNBELT FIRE APPARATUS	130183	10/11/2022	PUMP TESTING 7 TRAVEL CHARGE E4	001-261-630-360	597.50
SUNBELT FIRE APPARATUS	130184	10/11/2022	PUMP TESTING 7 TRAVEL CHARGE E1	001-261-630-360	215.00
SUNBELT FIRE APPARATUS	130185	10/11/2022	PUMP TESTING 7 TRAVEL CHARGE E3	001-261-630-360	215.00
SUNBELT FIRE APPARATUS	130186	10/11/2022	PUMP TESTING 7 TRAVEL CHARGE E5	001-261-630-360	215.00
SUNBELT FIRE APPARATUS	130187	10/11/2022	PUMP TESTING 7 TRAVEL CHARGE L1	001-261-630-360	215.00
SUNBELT FIRE APPARATUS	130189	10/11/2022	PUMP TESTING 7 TRAVEL CHARGE L2	001-261-630-360	215.00
QUILL CORPORATION	27988591	10/11/2022	BINDER,NOTE PAD, STENO BOOK, PEN	001-261-501-200	266.39
GO RESCUE BRANDS INC	43649	10/12/2022	PHILIPS FRX DEFIBRILLATOR	001-261-702-262	4,785.00
WALMART- CAPITAL ONE	736012	10/11/2022	OFFICE SUPPLIES	001-261-501-200	83.78
PITTS SIGN COMPANY	INV0035611	10/11/2022	CHANGE STRIPING ON HELMETS AND FD5	001-261-630-360	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-261-620-370	7,759.56
MAXXSOUTH BROADBAND	INV0035593	10/06/2022	MONTHLY CHARGES 8282 41 101 0005891	001-261-625-380	223.34
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	001-261-690-450	339.99
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-261-604-330	360.09
LEVI T THOMPSON	0001	10/11/2022	REMOVAL OF HACKBERRY AND SHRUB ST 1	001-261-558-269	1,850.00
GATEWAY TIRE & SERVICE CENTER	1018-168732	10/11/2022	E4 TIRE REPAIR	001-261-630-360	50.45
TRI-COUNTY HAZ-MAT	23-004	10/11/2022	TRI COUNTY HAZMAT BUDGET STARKVILLE FOR 2023	001-261-600-331	2,500.00
STATE FIRE ACADEMY	29745	10/11/2022	CANCELLATION FEE EMT COURSE	001-261-600-390	40.00
NORTHEAST EXTERM - FIRE ACCT 62938		10/11/2022	MONTHLY EXTERMINATING ST4	001-261-558-269	22.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NORTHEAST EXTERM - FIRE ACCT 62939		10/11/2022	MONTHLY EXTERMINATING ST1	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 62940		10/11/2022	MONTHLY EXTERMINATING ST2	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 62941		10/11/2022	MONTHLY EXTERMINATING ST5	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 62942		10/11/2022	MONTHLY EXTERMINATING ST3	001-261-558-269	22.00
STARKVILLE UTILITIES	INV0035612	10/11/2022	MONTHLY USAGE	001-261-625-380	1,161.11
FUELMAN / FLEETCOR	NP63008518	10/11/2022	FUEL CHARGES 9.26.22-10.2.22	001-261-525-231	1,063.26
GOLDY'S FIRE APPARATUS. LLC	0003684	10/11/2022	HYDHOSE,HYDFIT (2)	001-261-630-360	167.12
LANN CHEMICAL & SUPPLY	105852	10/11/2022	WHITE TOWELS	001-261-555-208	458.75
STATE FIRE ACADEMY	29767	10/11/2022	FIRE OFFICER 101 I-II	001-261-600-390	175.00
DAVIS PAPER & CHEMICAL	4220	10/11/2022	JANITORIAL SUPPLIES	001-261-555-208	304.92
WALMART- CAPITAL ONE	242495	10/11/2022	JANITORIAL SUPPLIES	001-261-555-208	72.62
ARMY NAVY PAWN SHOP	100622A	10/11/2022	UNIFORM BOOTS AND BELTS	001-261-535-233	253.00
STATE FIRE ACADEMY	29833	10/11/2022	ENGINE COMPANY OPERATIONS C GRIFFIN	001-261-600-390	360.00
WALMART- CAPITAL ONE	532163	10/11/2022	HAMBURGER AND HOTDOG BUNS	001-261-555-250	61.44
RACKLEY OIL INC.	000585267	10/12/2022	BLUE DEF FOR ALL TRUCKS	001-261-525-231	235.95
WALMART- CAPITAL ONE	500924	10/12/2022	OIL AND FILTER FOR FD1 VEHICLE	001-261-525-231	64.06
FUELMAN / FLEETCOR	NP63072819	10/11/2022	FUEL CHARGES 10.3.22-10.9.22	001-261-525-231	931.47
U.S. POSTAL SERVICE	INV0035632	10/12/2022	STAMPS	001-261-604-330	240.00
MS FIRE SERVICE INSTRUCTOR'S ASSOCIATION	INV0035631	10/12/2022	TRAINING OFFICERS CONFERENCE	001-261-600-390	295.00

Outstanding Total:	26,906.52
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Department 261 - FIRE DEPARTMENT Total:	26,906.52
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Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	001-281-604-330	51.75
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-281-620-370	350.72
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	001-281-690-450	80.95
FUELMAN / FLEETCOR	NP63072819	10/11/2022	FUEL CHARGES 10.3.22-10.9.22	001-281-525-231	52.65

Outstanding Total:	536.07
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Department 281 - BUILDING/CODES OFFICE Total:	536.07
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Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035634	10/12/2022	MONTHLY USAGE	001-290-625-380	1.76
STARKVILLE UTILITIES	INV0035635	10/12/2022	MONTHLY USAGE	001-290-625-380	28.05

Outstanding Total:	29.81
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Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	29.81
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Department: 301 - STREET DEPARTMENT

Outstanding

APAC-MISSISSIPPI, INC	4000130800	10/12/2022	ASPHALT	001-301-560-270	629.64
APAC-MISSISSIPPI, INC	4000130934	10/12/2022	ASPHALT	001-301-560-270	627.52
HILL MANUFACTURING COMPANY, INC.	130813	10/12/2022	LUBE FOR EQUIPMENT	001-301-630-400	395.95
APAC-MISSISSIPPI, INC	4000131188	10/12/2022	ASPHALT	001-301-560-270	1,045.16
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-301-620-370	1,295.80
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035634	10/12/2022	MONTHLY USAGE	001-301-625-380	342.05
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	001-301-690-450	259.04
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-301-604-330	291.68
TRIPLE C TRAILERS, LLC	2330	10/12/2022	TRAILOR BRAKES	001-301-630-400	540.00

Expense Approval Report

Post Dates: 10/6/2022 - 10/12/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
G&C SUPPLY CO., INC	6881759	10/12/2022	YELLOW PAVEMENT MARKERES AND FREIGHT	001-301-565-272	163.24
STARKVILLE UTILITIES	INV0035612	10/11/2022	MONTHLY USAGE	001-301-625-380	310.53
FUELMAN / FLEETCOR	NP63008518	10/11/2022	FUEL CHARGES 9.26.22-10.2.22	001-301-525-231	1,851.05
STARKVILLE LP GAS	3145960	10/12/2022	PROPANE FOR ASPHALT TRUCK	001-301-560-270	48.60
APAC-MISSISSIPPI, INC	4000131517	10/12/2022	ASPHALT	001-301-560-270	634.94
STARKVILLE AUTO PARTS	5151-156058	10/12/2022	HITCH FOR TRAILER	001-301-630-400	8.95
TRI-STATE TRUCKCENTER*	791506	10/12/2022	REPLACE MUFFLER AND TAIL PIPE	001-301-630-360	120.00
ATSSA	88491-Z6G0J2	10/12/2022	BRIAN MISTER TRAINING TRAFFIC CONTROL TECH	001-301-610-350	335.00
WATERS TRUCK & TRACTOR CO. INC.	01P114365	10/12/2022	PARTS FOR TRUCK #706	001-301-630-360	812.50
CUSTOM PRODUCTS CORPORATION	379067	10/12/2022	BRACKETS FOR POST	001-301-565-272	4,203.52
AXLE SURGEONS OF TUPELO INC	4077	10/12/2022	REPLACE LEFT REAR DRIVE SPINDLE	001-301-630-360	1,195.00
POWERSTROKE EQUIPMENT SALES & SVC	7045	10/12/2022	MIXING OIL	001-301-630-400	108.00
FUELMAN / FLEETCOR	NP63072819	10/11/2022	FUEL CHARGES 10.3.22-10.9.22	001-301-525-231	1,226.39
BELL BUILDING SUPPLY, INC.	358350	10/12/2022	BROOM FOR SWEEPER	001-301-555-250	25.79
CINTAS	4133892383	10/12/2022	SUPPLIES	001-301-555-250	36.78
STARKVILLE UTILITIES	INV0035635	10/12/2022	MONTHLY USAGE	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0035635	10/12/2022	MONTHLY USAGE	001-301-625-380	167.76
Outstanding Total:					16,693.67
Department 301 - STREET DEPARTMENT Total:					16,693.67

Department: 360 - ANIMAL CONTROL

Outstanding

ARMY NAVY PAWN SHOP	091922A	10/11/2022	2 PAIR TACTIC PANTS ANIMAL CONTROL	001-360-535-233	84.00
CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	001-360-604-330	35.87
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-360-620-370	161.68
FUELMAN / FLEETCOR	NP63008518	10/11/2022	FUEL CHARGES 9.26.22-10.2.22	001-360-525-231	57.19
FUELMAN / FLEETCOR	NP63072819	10/11/2022	FUEL CHARGES 10.3.22-10.9.22	001-360-525-231	65.92
Outstanding Total:					404.66
Department 360 - ANIMAL CONTROL Total:					404.66

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	001-550-600-360	858.76
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	001-550-690-450	113.33
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	001-550-600-330	40.01
FUELMAN / FLEETCOR	NP63008518	10/11/2022	FUEL CHARGES 9.26.22-10.2.22	001-550-525-231	171.88
CSP SPORTS FACILITIES COMPANIES, LLC	10704	10/11/2022	M	001-550-600-296	15,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035628	10/11/2022	BALANCE TO RESTORE	001-550-600-296	177,873.51
FUELMAN / FLEETCOR	NP63072819	10/11/2022	FUEL CHARGES 10.3.22-10.9.22	001-550-525-231	56.82
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035638	10/12/2022	OCT 22 PARK & REC MANAGEMENT FEE	001-550-600-296	15,000.00
Outstanding Total:					209,114.31
Department 550 - PARKS AND REC DEPARTMENT Total:					209,114.31

Department: 553 - P&R CORNERSTONE

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035634	10/12/2022	MONTHLY USAGE	001-553-600-340	7.00
CSP SPORTS FACILITIES COMPANIES, LLC	10704A	10/11/2022	MANAGEMENT FEES	001-553-600-296	20,000.00

Expense Approval Report

Post Dates: 10/6/2022 - 10/12/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035639	10/12/2022	OCT 22 CORNERSTONE MANAGEMENT FEE	001-553-600-296	20,000.00
Outstanding Total:					40,007.00
Department 553 - P&R CORNERSTONE Total:					40,007.00
Fund 001 - GENERAL FUND Total:					638,729.77

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

CASHFLOW LEASE	187732	10/12/2022	EQUIPMENT	003-560-820-870	40,954.00
Outstanding Total:					40,954.00
Department 560 - RESTRICTED FIRE FUND Total:					40,954.00
Fund 003 - RESTRICTED FIRE FUND Total:					40,954.00

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

RACKLEY OIL INC.	000582533	10/12/2022	BLUE DEF DIESEL FLUID	015-505-525-231	80.94
RACKLEY OIL INC.	128349	10/12/2022	HSFD OFF ROAD DIESEL	015-505-525-231	1,062.50
TITAN AVIATION FUELS	3667714	10/12/2022	JET A FUEL	015-505-525-233	29,604.92
CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	015-505-604-330	47.52
TITAN AVIATION FUELS	3666723	10/12/2022	AVGAS FUEL	015-505-525-232	36,568.15
RACKLEY OIL INC.	584520	10/12/2022	REGULAR UNLEADED GAS	015-505-525-231	386.06
WALMART- CAPITAL ONE	477745	10/12/2022	TRASH BAGS, CUPS,PILOT SNACKS	015-505-541-237	59.62
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	015-505-620-370	3,378.75
TITAN AVIATION FUELS	3668704	10/12/2022	AVGAS TRUCK RENT	015-505-600-322	400.00
TITAN AVIATION FUELS	3669871	10/12/2022	JET A FUEL	015-505-525-233	29,983.22
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	015-505-690-450	32.38
TITAN AVIATION FUELS	R3668704	10/12/2022	JET TRUCK RENT	015-505-600-322	400.00
VERIZON WIRELESS	9917230165	10/12/2022	MONTHLY USAGE	015-505-604-330	46.31
MAXXSOUTH BROADBAND	INV0035592	10/06/2022	MONTHLY CHARGES 8282 41 101 0557107	015-505-600-338	150.58
GATEWAY TIRE & SERVICE CENTER	1018-167820	10/12/2022	PLUG TIRE AND SHOP SUPPLIES	015-505-630-400	9.69
GATEWAY TIRE & SERVICE CENTER	1018-168974	10/12/2022	FLAT/MOUNT 4 WHEELER, TUBE,& SUPPLIES	015-505-630-400	62.64
MAGNOLIA BOTTLED WATER CO	59674	10/12/2022	5 BOTTLED WATER	015-505-691-550	36.00
OKTIBBEHA COUNTY COOPERATIVE	829837	10/12/2022	ROUND UP, MARTINS BIFEN, HITCH PIN	015-505-541-237	194.94
GATEWAY TIRE & SERVICE CENTER	1018-169160	10/12/2022	LEFT REAR GATOR FLAT	015-505-630-400	18.87
MAXXSOUTH BROADBAND	INV0035633	10/12/2022	8282 41 101 0438241 MONTHLY USAGE	015-505-600-338	159.39
Outstanding Total:					102,682.48
Department 505 - AIRPORT Total:					102,682.48
Fund 015 - AIRPORT FUND Total:					102,682.48

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

CSPIRE WIRELESS	INV0035626	10/11/2022	MONTHLY USAGE	022-322-604-330	153.59
REYNOLDS/RENASANT INSURANCE AGENCY	1245540	10/07/2022	PROPERTY. EQUIPMENT,BLDG INSURANCE	022-322-620-370	4,331.84
GOLDEN TRIANGLE PLANNING & DEV. INC	12861	10/12/2022	305 MAILED ITEMS	022-322-600-364	457.50
GOLDEN TRIANGLE PLANNING & DEV. INC	12862	10/12/2022	35 BANK DRAFTS	022-322-600-364	17.50
GOLDEN TRIANGLE PLANNING & DEV. INC	12863	10/12/2022	2 NEW BANK DRAFTS	022-322-600-364	1.60

Expense Approval Report

Post Dates: 10/6/2022 - 10/12/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GOLDEN TRIANGLE PLANNING & DEV. INC	12864	10/12/2022	1.00 STAFF HOURS	022-322-600-364	10.00
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	022-322-691-450	356.18
SGK LANDSCAPES, LLC	ST30259	10/06/2022	MEDIAN MAINTENANCE LOUISVILLE,NASH,RUSSELL	022-322-600-338	751.50
SGK LANDSCAPES, LLC	ST30260	10/06/2022	,ONTHLY MAINTENANCE HWY 12 MEDIANS	022-322-600-338	1,730.29
NORTHEAST EXTERMIN - SANIT. ACCT	63057	10/06/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
NORTHEAST EXTERMIN - STREET ACCT	63060	10/06/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
FUELMAN / FLEETCOR	NP63008518	10/11/2022	FUEL CHARGES 9.26.22-10.2.22	022-322-525-231	4,685.95
FUELMAN / FLEETCOR	NP63072819	10/11/2022	FUEL CHARGES 10.3.22-10.9.22	022-322-525-231	4,565.93
Outstanding Total:					17,121.88
Department 322 - SANITATION DEPARTMENT Total:					17,121.88
Department: 341 - LANDSCAPING					
Outstanding					
VERIZON CONNECT-NWF	OSV000002887680	10/12/2022	MONTHLY USAGE	022-341-691-450	64.76
Outstanding Total:					64.76
Department 341 - LANDSCAPING Total:					64.76
Fund 022 - ENVIRONMENTAL SERVICES Total:					17,186.64
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	1082089OC	10/11/2022	NEEL-SCHAFER	303-600-600-309	1,569.04
Outstanding Total:					1,569.04
Department 600 - CAPITAL PROJECTS Total:					1,569.04
Fund 303 - INDUSTRIAL PARK BOND Total:					1,569.04
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
G&O SUPPLY CO., INC	467	10/12/2022	18" STORM DRAIN PIPE	380-551-907-956	1,888.00
DALHOFF THOMAS DESIGN STUDIO	0010408	10/11/2022	CORNERSTONE PARK	380-551-600-945	6,114.00
Outstanding Total:					8,002.00
Department 551 - PARK & REC TOURISM Total:					8,002.00
Fund 380 - PARK BONDS 2020 Total:					8,002.00
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION					
Department: 300 - STREET DEPARTMENT					
Outstanding					
DIAMOND TRAFFIC PRODUCTS	0032907	10/07/2022	TRAFFIC COUNTER & ROAD TUBE 120'	700-300-501-200	540.80
Outstanding Total:					540.80
Department 300 - STREET DEPARTMENT Total:					540.80
Fund 700 - STARK/HOSPITAL ROAD EXPANSION Total:					540.80
Grand Total:					809,664.73

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	638,729.77	0.00
003 - RESTRICTED FIRE FUND	40,954.00	0.00
015 - AIRPORT FUND	102,682.48	0.00
022 - ENVIRONMENTAL SERVICES	17,186.64	0.00
303 - INDUSTRIAL PARK BOND	1,569.04	0.00
380 - PARK BONDS 2020	8,002.00	0.00
700 - STARK/HOSPITAL ROAD EXPANSION	540.80	0.00
Grand Total:	809,664.73	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE...	3,443.51	0.00
001-000-149-691	MUNICIPAL COURT BOND...	128.75	0.00
001-000-160-698	DONATION POLICE	3,490.04	0.00
001-000-334-126	POLICE FORFEITED FUNDS...	2,225.00	0.00
001-100-604-330	COMMUNICATIONS	252.21	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	40.01	0.00
001-110-610-350	TRAVEL	62.04	0.00
001-110-690-553	TRAINING, EDUCATION, ...	225.00	0.00
001-120-503-202	COMMITTEE SUPPORT	55.13	0.00
001-120-604-330	COMMUNICATIONS	40.01	0.00
001-123-604-330	COMMUNICATIONS	2,087.04	0.00
001-123-620-370	INSURANCE	150.00	0.00
001-123-691-550	MISCELLANEOUS	231.70	0.00
001-123-918-805	EQUIPMENT & PYMTS	8,333.00	0.00
001-123-918-806	CAMERA LEASE PAYMENTS	1,742.84	0.00
001-142-600-338	CONTRACT SERVICES	60,000.00	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	103.56	0.00
001-145-610-350	TRAVEL/TRAINING	200.00	0.00
001-169-600-302	CITY ATTORNEY GENERAL	12,220.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI...	688.00	0.00
001-180-600-320	DRUG/BACKGROUND CH...	30.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	91.76	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	196.37	0.00
001-190-604-330	COPIERS/PHONES/IPADS	591.38	0.00
001-190-620-370	INSURANCE	175.36	0.00
001-190-691-550	MISCELLANEOUS	43.00	0.00
001-192-510-220	SUPPLIES	184.82	0.00
001-192-600-338	CONTRACT SERVICES	2,214.00	0.00
001-192-620-370	INSURANCE	3,955.04	0.00
001-192-625-380	UTILITIES	3,939.17	0.00
001-192-630-403	REPAIRS TO BUILDING & ...	400.00	0.00
001-195-625-380	HORSE PARK	6,250.00	0.00
001-195-702-506	STK AREA ARTS COUNCIL	2,625.00	0.00
001-195-900-803	LIBRARY CAPITAL IMPROV...	68,750.00	0.00
001-195-951-955	TRANSFER TO HUMANE S...	46,250.00	0.00
001-195-951-965	TRANSFER TO BRICKFIRE	5,000.00	0.00
001-195-951-966	TRANSFER TO CHAMBER ...	6,250.00	0.00
001-195-951-969	TRANSFER TO HERITAGE ...	2,500.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	800.00	0.00
001-196-631-402	ODDFELLOW MAINTENA...	1,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-525-231	GAS & OIL	54.88	0.00
001-197-620-370	INSURANCE	136.68	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-201-501-200	OFFICE SUPPLIES	541.86	0.00
001-201-525-231	GAS & OIL	7,900.75	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-535-233	UNIFORMS	1,602.44	0.00
001-201-541-237	PRISONER JAIL EXPENSES	11,650.00	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	829.90	0.00
001-201-545-238	FIRING RANGE SUPPLIES	466.00	0.00
001-201-556-251	POLICE SUPPLIES	585.00	0.00
001-201-600-300	PROFESSIONAL SERVICES	5,463.77	0.00
001-201-600-319	PHYSICAL & PERSONNEL ...	188.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	5,750.69	0.00
001-201-620-370	INSURANCE	7,854.56	0.00
001-201-625-380	UTILITIES	4,089.61	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	4,167.99	0.00
001-201-630-404	TECHNOLOGY	575.00	0.00
001-201-630-426	BUILDING MAINTENANCE	1,374.82	0.00
001-201-690-450	GPS EXPENSES	1,571.75	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	4,850.00	0.00
001-201-730-546	JAG "HOTSPOT" GRANT 2...	27,995.00	0.00
001-201-918-805	EQUIPMENT & SOFTWARE	8,967.48	0.00
001-245-690-552	DISPATCHER TRAINING	125.62	0.00
001-246-525-231	GAS AND OIL	99.81	0.00
001-261-501-200	OFFICE SUPPLIES	350.17	0.00
001-261-525-231	GAS & OIL	2,294.74	0.00
001-261-535-233	UNIFORMS	253.00	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	836.29	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	61.44	0.00
001-261-558-269	BUILDING MAINTENANCE	1,960.00	0.00
001-261-600-331	MULTI-JURISDICTIONAL H...	2,500.00	0.00
001-261-600-390	FIRE TRAINING	870.00	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	908.81	0.00
001-261-620-370	INSURANCE	7,759.56	0.00
001-261-625-380	UTILITIES	1,384.45	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	2,065.07	0.00
001-261-690-450	GPS EXPENSES	339.99	0.00
001-261-702-262	4 COUNTY FOUNDATION, ...	4,785.00	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	538.00	0.00
001-281-525-231	GAS & OIL	52.65	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	51.75	0.00
001-281-620-370	INSURANCE	350.72	0.00
001-281-690-450	GPS EXPENSES	80.95	0.00
001-290-625-380	UTILITIES / CODE RED	29.81	0.00
001-301-525-231	GAS & OIL	3,077.44	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	62.57	0.00
001-301-560-270	CONSTRUCTION MATERIA...	2,985.86	0.00
001-301-565-272	STREETS SIGNS & PAINT	4,366.76	0.00
001-301-604-330	COMMUNICATIONS	291.68	0.00
001-301-610-350	TRAINING	335.00	0.00
001-301-620-370	INSURANCE	1,295.80	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	839.12	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	2,127.50	0.00
001-301-630-400	EQUIPMENT REPAIR & MA..	1,052.90	0.00
001-301-690-450	GPS EXPENSES	259.04	0.00
001-360-525-231	GAS & OIL	123.11	0.00
001-360-535-233	UNIFORMS	84.00	0.00
001-360-604-330	COMMUNICATIONS	35.87	0.00
001-360-620-370	INSURANCE	161.68	0.00
001-550-525-231	GAS & OIL	228.70	0.00
001-550-600-296	MANAGEMENT FEE	207,873.51	0.00
001-550-600-330	PHONES/COPIERS/POSTA...	40.01	0.00
001-550-600-360	INSURANCE	858.76	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-690-450	GPS EXPENSES	113.33	0.00
001-553-600-296	MANAGEMENT FEE	40,000.00	0.00
001-553-600-340	UTILITIES	7.00	0.00
003-560-820-870	2020 FIRE TRUCK - BANKF...	40,954.00	0.00
015-505-525-231	GAS & OIL	1,529.50	0.00
015-505-525-232	100LL AV GAS PURCHASED	36,568.15	0.00
015-505-525-233	JET A FUEL PURCHASES	59,588.14	0.00
015-505-541-237	OPERATING SUPPLIES	254.56	0.00
015-505-600-322	LEASE/RENT-FUEL TRUCK...	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SERV...	309.97	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	93.83	0.00
015-505-620-370	INSURANCE	3,378.75	0.00
015-505-630-400	EQUIPMENT REPAIR & MA...	91.20	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	36.00	0.00
022-322-525-231	GAS & OIL	9,251.88	0.00
022-322-600-300	PROFESSIONAL SERVICES	60.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL ...	2,481.79	0.00
022-322-600-364	BILLING SERVICES	486.60	0.00
022-322-604-330	COMMUNICATIONS	153.59	0.00
022-322-620-370	INSURANCE	4,331.84	0.00
022-322-691-450	GPS EXPENSES	356.18	0.00
022-341-691-450	GPS EXPENSES	64.76	0.00
303-600-600-309	LEGAL AND PROF SVCS EX...	1,569.04	0.00
380-551-600-945	CORNERSTONE PROFESSI...	6,114.00	0.00
380-551-907-956	SPORTSPLEX DRAINAGE	1,888.00	0.00
700-300-501-200	SUPPLIES	540.80	0.00
Grand Total:		809,664.73	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	809,664.73	0.00
Grand Total:	809,664.73	0.00



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.

A handwritten signature in dark ink, appearing to read "Emilia Montgomery", is written over a horizontal line.

Emilia Montgomery
Accountant
Starkville Utilities

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 100 APPA											
134167	10/12/22		0 Annual Dues		10/19/22	19487.00	.00	CHK			
VENDOR TOTAL:						19487.00					
VENDOR: 110 ARKANSAS ELECTRIC											
03044911	09/29/22	10681	Materials		10/19/22	1650.00	.00	ACH			
03044912	09/29/22	10691	Materials		10/19/22	166.00	.00	ACH			
03044983	09/29/22	10255	Materials		10/19/22	1785.00	.00	ACH			
03045205	09/29/22	10691	Materials		10/19/22	1560.00	.00	ACH			
VENDOR TOTAL:						5161.00					
VENDOR: 124 ATMOS ENERGY											
3012612404-10/22	10/12/22		0 Utility bill		10/19/22	99.91	.00	ACH			
VENDOR TOTAL:						99.91					
VENDOR: 125 AT & T											
SEP 2022	10/12/22		0 Phone bill		10/19/22	402.17	.00	CHK			
VENDOR TOTAL:						402.17					
VENDOR: 131 ALTEC INDUSTRIES, INC.											
51079526	10/03/22	10733	Maintenance		10/19/22	458.75	.00	ACH			
VENDOR TOTAL:						458.75					
VENDOR: 139 ACC BUSINESS											
222570017-9/22	10/12/22		0 Internet services		10/19/22	1362.68	.00	ACH			
VENDOR TOTAL:						1362.68					
VENDOR: 144 ANIXTER, INC.											
5368155-01	10/03/22	10544	Materials		10/19/22	3920.00	.00	ACH			
VENDOR TOTAL:						3920.00					
VENDOR: 146 AT&T MOBILITY (FIRSTNET)											
09/27/22	10/12/22		0 Cell phones		10/19/22	1965.06	.00	CHK			
VENDOR TOTAL:						1965.06					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	202	BELL	BUILDING SUPPLY								
357169	09/29/22	10388	Supplies		10/19/22	1.37	.00	ACH			
357320	10/03/22	10727	Tools		10/19/22	83.34	.00	ACH			
357372	10/03/22	10727	Tools		10/19/22	71.94	.00	ACH			
VENDOR TOTAL:						156.65					
VENDOR:	227	BULLDOG	TOWING, LLC								
43547	10/12/22	10364	Unlock Vehicle		10/19/22	75.00	.00	CHK			
VENDOR TOTAL:						75.00					
VENDOR:	307	CITY OF	STARKVILLE								
OCT 2022-TAX	10/12/22	0	Tax equivalency		10/19/22	113750.00	.00	ACH			
SEP 22-ADM	10/12/22	0	Administrative Fees		10/19/22	17068.02	.00	ACH			
SEP 22-EXP	10/12/22	0	Due to City		10/19/22	5648.43	.00	ACH			
SEP 22-STL	10/12/22	0	Reimb St Louis salary		10/19/22	7218.59	.00	ACH			
VENDOR TOTAL:						143685.04					
VENDOR:	320	CARLOCK	DODGE OF TUPELO MS.								
60101735	10/04/22	10616	Maintenance		10/19/22	365.62	.00	CHK			
VENDOR TOTAL:						365.62					
VENDOR:	400	IVY	AUTO PARTS								
694185	09/29/22	10724	Maintenance		10/19/22	179.99	.00	ACH			
VENDOR TOTAL:						179.99					
VENDOR:	453	DELUXE	CORPORATION								
2051942831	10/12/22	0	Checks		10/19/22	1464.83	.00	CHK			
VENDOR TOTAL:						1464.83					
VENDOR:	496	EAST MISS	LUMBER								
E107354	10/12/22	10744	Materials		10/19/22	95.85	.00	CHK			
VENDOR TOTAL:						95.85					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1018-168301	09/29/22	10716	Maintenance		10/19/22	171.87	.00	ACH			
1018-168461	09/29/22	10726	Maintenance		10/19/22	409.68	.00	ACH			
VENDOR TOTAL:						581.55					
VENDOR: 696 GARNER LUMLEY ELECTRIC											
593488	09/29/22	10429	Materials		10/19/22	1462.50	.00	ACH			
VENDOR TOTAL:						1462.50					
VENDOR: 733 GUARDIAN LOCK AND KEY INC											
6723	10/12/22	10734	Duplicate Key		10/19/22	112.25	.00	ACH			
VENDOR TOTAL:						112.25					
VENDOR: 801 QUADIENT FINANCE USA INC.											
09/26/22	10/12/22	0	Postage		10/19/22	74.00	.00	CHK			
VENDOR TOTAL:						74.00					
VENDOR: 809 HOWARD INDUSTRIES, INC.											
248386-120994	09/29/22	10692	Materials		10/19/22	1875.00	.00	ACH			
VENDOR TOTAL:						1875.00					
VENDOR: 1010 JT RAY COMPANY											
220328-0009	10/03/22	10530	Copier Services		10/19/22	147.50	.00	ACH			
220422-0007	10/03/22	10506	Copier Services		10/19/22	189.00	.00	ACH			
VENDOR TOTAL:						336.50					
VENDOR: 1205 LOWE'S											
901040	10/03/22	10738	Supplies		10/19/22	42.27	.00	CHK			
VENDOR TOTAL:						42.27					
VENDOR: 1217 LIGHTS AND BALLASTS LLC											
844762	10/12/22	0	Maintenance		10/19/22	335.00	.00	ACH			
VENDOR TOTAL:						335.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1292 MITCHELL SIGNS INC											
20559	10/12/22		0 Signage		10/19/22	11750.00	.00	CHK			
VENDOR TOTAL:						11750.00					
VENDOR: 1305 NEXAIR, LLC											
0010289785	10/03/22	10138	Maintenance		10/19/22	59.33	.00	ACH			
VENDOR TOTAL:						59.33					
VENDOR: 1335 VERIZON CONNECT NWF, INC											
OSV000002877921	10/12/22		0 Vehicle GPS Services-CITY206		10/19/22	729.09	.00	CHK			
VENDOR TOTAL:						729.09					
VENDOR: 1390 JACKSON NEWELL PAPER CO											
3149613	10/03/22	10711	Supplies		10/19/22	706.82	.00	ACH			
VENDOR TOTAL:						706.82					
VENDOR: 1400 NESCO											
S2551368.001	10/03/22	10707	Materials		10/19/22	165.79	.00	ACH			
S2552337.001	10/03/22	10720	Materials		10/19/22	325.68	.00	ACH			
S2552418.001	10/03/22	10723	Materials		10/19/22	176.94	.00	ACH			
S2553239.001	10/03/22	10735	Materials		10/19/22	123.00	.00	ACH			
VENDOR TOTAL:						791.41					
VENDOR: 1527 OKT. BOARD OF SUPERVISORS											
09/20/22	10/12/22		0 311 Answering Service		10/19/22	936.00	.00	CHK			
VENDOR TOTAL:						936.00					
VENDOR: 1700 QUILL											
28018277	10/03/22	10739	Supplies		10/19/22	161.03	.00	ACH			
VENDOR TOTAL:						161.03					
VENDOR: 1818 UNITED RENTALS, INC.											
163327879-054	10/03/22	10106	Equipment Rental		10/19/22	1488.47	.00	ACH			
VENDOR TOTAL:						1488.47					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1887 S & S LINE SERVICE INC											
2443	09/29/22	10338	ROW Clearing		10/19/22	1392.40	.00	ACH			
2444	09/29/22	10338	ROW Clearing		10/19/22	5531.20	.00	ACH			
2445	10/03/22	10338	ROW Clearing		10/19/22	1392.40	.00	ACH			
2446	10/03/22	10338	ROW Clearing		10/19/22	5154.50	.00	ACH			
VENDOR TOTAL:						13470.50					
VENDOR: 1893 SCHWEITZER ENGINEERING LAB											
000757075	09/29/22	10577	Materials		10/19/22	1713.52	.00	ACH			
000757076	09/29/22	10578	Materials		10/19/22	9942.80	.00	ACH			
VENDOR TOTAL:						11656.32					
VENDOR: 1905 STARKVILLE AUTO PARTS											
5151-155814	09/29/22	10715	Maintenance		10/19/22	11.49	.00	CHK			
VENDOR TOTAL:						11.49					
VENDOR: 1920 CANNON FORD LINCOLN OF STARK											
206064	09/27/22	10717	Maintenance		10/19/22	244.00	.00	ACH			
VENDOR TOTAL:						244.00					
VENDOR: 1927 STAPLES BUSINESS CREDIT											
09/25/22 STMT	10/12/22	0	Office Supplies		10/19/22	1249.28	.00	CHK			
VENDOR TOTAL:						1249.28					
VENDOR: 1932 STARKVILLE DAILY NEWS											
SEPT 2022	10/12/22	0	Advertising		10/19/22	848.20	.00	ACH			
VENDOR TOTAL:						848.20					
VENDOR: 1940 STUART C. IRBY											
S013208161.001	09/29/22	10712	Materials		10/19/22	390.00	.00	ACH			
S013213273.001	10/03/22	10722	Materials		10/19/22	283.68	.00	ACH			
VENDOR TOTAL:						673.68					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
10/12/22 STMT	10/12/22		0 Employee training		10/19/22	6285.00	.00	ACH			
VENDOR TOTAL:						6285.00					
VENDOR: 2098 ULINE											
154562027	10/03/22	10732	Supplies		10/19/22	217.33	.00	ACH			
VENDOR TOTAL:						217.33					
VENDOR: 2116 UTILITECH											
2705	10/12/22		0 Product Development and Supp		10/19/22	500.00	.00	ACH			
VENDOR TOTAL:						500.00					
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.											
00308826	10/03/22	10140	Gas		10/19/22	39.96	.00	ACH			
VENDOR TOTAL:						39.96					
VENDOR: 2210 VERIZON WIRELESS											
9916664663	10/12/22		0 AMI M2M Data Usage		10/19/22	829.52	.00	CHK			
9917090290	10/12/22		0 Phone bill 2821-01		10/19/22	280.07	.00	CHK			
VENDOR TOTAL:						1109.59					
VENDOR: 2313 WEATHERTAP PRO											
270382	10/12/22		0 WeatherTAP Subscription		10/19/22	600.00	.00	ACH			
VENDOR TOTAL:						600.00					
GRAND TOTAL:						237226.12					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	76	APAC	MISSISSIPPI, INC.									
4000130385	09/27/22	6627	Asphalt		10/19/22	644.48	.00	ACH				
4000131061	10/04/22	6627	Asphalt		10/19/22	1041.98	.00	ACH				
				VENDOR TOTAL:		1686.46						
VENDOR:	202	BELL	BUILDING SUPPLY									
358024	10/12/22	5782	Tools		10/19/22	128.97	.00	ACH				
358213	10/12/22	5792	Tools		10/19/22	80.55	.00	ACH				
				VENDOR TOTAL:		209.52						
VENDOR:	222	CENTRO	INC.									
247093-00	10/03/22	5487	Materials		10/19/22	12594.36	.00	ACH				
				VENDOR TOTAL:		12594.36						
VENDOR:	250	CHEMPRO	SERVICES, INC									
16258	10/04/22	5644	ROW Spraying		10/19/22	3500.00	.00	ACH				
				VENDOR TOTAL:		3500.00						
VENDOR:	303	C SPIRE										
SEPT 2022	10/12/22	0	Phone bill-31571838		10/19/22	362.39	.00	CHK				
				VENDOR TOTAL:		362.39						
VENDOR:	307	CITY OF	STARKVILLE									
SEP 22-EXP	10/12/22	0	Due to City		10/19/22	346.69	.00	ACH				
SEP 22-SAL	10/12/22	0	Reimb City Salaries		10/19/22	9291.63	.00	ACH				
				VENDOR TOTAL:		9638.32						
VENDOR:	362	CONSOLIDATED	PIPE & SUPPLY									
3124455-000-000	10/04/22	5751	Materials		10/19/22	2851.00	.00	ACH				
				VENDOR TOTAL:		2851.00						
VENDOR:	400	IVY AUTO	PARTS									
694203	09/29/22	5752	Maintenance		10/19/22	153.60	.00	ACH				
				VENDOR TOTAL:		153.60						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	496	EAST MISS LUMBER								
F53778	09/29/22	5753 Supplies		10/19/22	51.56	.00	CHK			
				VENDOR TOTAL:	51.56					
VENDOR:	606	4-COUNTY EPA								
SEPT 2022	10/12/22	0 Utilities expense		10/19/22	12781.48	.00	CHK			
				VENDOR TOTAL:	12781.48					
VENDOR:	620	G & C SUPPLY CO., INC.								
6881277	10/03/22	5648 Materials		10/19/22	654.25	.00	ACH			
				VENDOR TOTAL:	654.25					
VENDOR:	621	EMPIRE TRUCK SALES, LLC								
CE005099859:01	10/12/22	5791 Maintenance		10/19/22	70.24	.00	CHK			
				VENDOR TOTAL:	70.24					
VENDOR:	626	GROUNDSTONE CONSTRUCTION								
386-2	09/27/22	5500 Concrete Repairs		10/19/22	3915.00	.00	ACH			
386-3	09/27/22	5501 Concrete Repairs		10/19/22	3750.00	.00	ACH			
386-4	09/27/22	5502 Concrete Repairs		10/19/22	4600.00	.00	ACH			
386-5	09/27/22	5503 Concrete Repairs		10/19/22	3665.00	.00	ACH			
386-6	09/27/22	5681 Concrete Repairs		10/19/22	3215.00	.00	ACH			
386-7	09/27/22	5683 Concrete Repairs		10/19/22	3425.00	.00	ACH			
386-8	09/27/22	5682 Concrete Repairs		10/19/22	3570.00	.00	ACH			
386-9	09/27/22	5684 Concrete Repairs		10/19/22	4970.00	.00	ACH			
				VENDOR TOTAL:	31110.00					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-168314	09/27/22	5747 Maintenance		10/19/22	233.78	.00	ACH			
				VENDOR TOTAL:	233.78					
VENDOR:	765	HYDRA SERVICE, INC.								
162219	09/27/22	5426 Pump Rental		10/19/22	5358.00	.00	ACH			
162220	09/27/22	5423 Pump Rental		10/19/22	316.00	.00	ACH			
162231	09/27/22	5422 Pump Rental		10/19/22	506.00	.00	ACH			
162268	09/27/22	5427 Pump Rental		10/19/22	12794.00	.00	ACH			

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR TOTAL:					18974.00					
VENDOR: 825 H & H CONSTRUCTION & EXC LLC										
1362	10/12/22	5802 Water Repair		10/19/22	3720.00	.00	ACH			
1363	10/12/22	5800 Water Repair		10/19/22	1065.00	.00	ACH			
1364	10/12/22	5803 Dirt Hauling		10/19/22	680.00	.00	ACH			
VENDOR TOTAL:					5465.00					
VENDOR: 1106 LESLIE DEAN										
2277	10/04/22	5415 Landscape Maintenance		10/19/22	2000.00	.00	ACH			
2280	10/04/22	5415 Landscape Maintenance		10/19/22	1425.00	.00	ACH			
2289	10/12/22	5415 Landscape Maintenance		10/19/22	1475.00	.00	ACH			
2290	10/12/22	5415 Landscape Maintenance		10/19/22	1500.00	.00	ACH			
VENDOR TOTAL:					6400.00					
VENDOR: 1205 LOWE'S										
901317	10/12/22	5770 Supplies		10/19/22	74.40	.00	CHK			
902133	10/04/22	5757 Testing Supplies		10/19/22	63.86	.00	CHK			
VENDOR TOTAL:					138.26					
VENDOR: 1293 MATHISTON MOBILE TRUCK REP.										
1305	10/12/22	5790 Maintenance		10/19/22	2126.79	.00	ACH			
VENDOR TOTAL:					2126.79					
VENDOR: 1314 METTLER-TOLEDO, LLC										
655089033	10/04/22	5517 Maintenance		10/19/22	656.67	.00	ACH			
VENDOR TOTAL:					656.67					
VENDOR: 1342 MS DEPT OF HEALTH										
HOWELL CERT FEE	10/12/22	0 Water Quality Analysis		10/19/22	50.00	.00	CHK			
VENDOR TOTAL:					50.00					
VENDOR: 1366 MS CROSS CONNECTION										
29947	10/04/22	5761 Testing		10/19/22	500.00	.00	ACH			
29957	10/04/22	5388 CCC Program		10/19/22	278.00	.00	ACH			
VENDOR TOTAL:					778.00					

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RUN DATE 10/12/22 03:55 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1942 STEEL TRACKS, INC.											
36944	10/04/22	5741	Maintenance		10/19/22	2125.85	.00	ACH			
VENDOR TOTAL:						2125.85					
VENDOR: 1951 SCHWING BIOSSET INC											
61430381	10/04/22	5631	Materials		10/19/22	712.11	.00	ACH			
VENDOR TOTAL:						712.11					
VENDOR: 2098 ULINE											
154244307	09/27/22	5740	Safety Supplies		10/19/22	423.13	.00	ACH			
VENDOR TOTAL:						423.13					
VENDOR: 2104 UPS											
000024W1X6382	10/04/22	5763	Shipping		10/19/22	497.92	.00	CHK			
VENDOR TOTAL:						497.92					
VENDOR: 2111 USA BLUEBOOK											
126712	10/12/22	5457	Materials		10/19/22	1843.35	.00	ACH			
128498	10/04/22	5759	Materials		10/19/22	707.94	.00	ACH			
VENDOR TOTAL:						2551.29					
VENDOR: 2202 WAYPOINT ANALYTICAL											
1069514	09/29/22	6609	Testing		10/19/22	288.00	.00	ACH			
VENDOR TOTAL:						288.00					
GRAND TOTAL:						123419.98					



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 10-18-2022
PAGE: 1 of 27

SUBJECT: Request acceptance of the September 2022 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Webb Corban, Director of Finance
or Emilia Montgomery, Accountant at Starkville Utilities

SUGGESTED MOTION:

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



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,340,000.00	8,340,000.00	268,005.27	8,423,745.16	83,745.16	101.00 %
206 - LIEU OF TAXES	805,500.00	825,500.00	7,962.27	723,398.37	-102,101.63	87.63 %
220 - LICENSES AND PERMITS	259,000.00	382,500.00	46,768.35	439,793.65	57,293.65	114.98 %
230 - INTERGOVERNMENTAL REVENUES	12,119,500.00	12,509,521.71	1,029,297.03	12,077,303.91	-432,217.80	96.54 %
250 - GRANTS	107,900.00	203,400.00	16,465.48	138,604.30	-64,795.70	68.14 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	26,500.00	66.00	24,795.09	-1,704.91	93.57 %
330 - FINES AND FORFEITS	462,500.00	462,500.00	56,078.50	625,287.14	162,787.14	135.20 %
340 - MISCELLANEOUS	581,750.00	549,247.87	44,638.51	629,887.15	80,639.28	114.68 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	736.00	3,271.00	1,771.00	218.07 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,920,000.00	4,984,000.00	381,750.00	2,485,724.63	-2,498,275.37	49.87 %
631 - ODDFELLOWS	10,500.00	10,500.00	23.10	186.17	-10,313.83	1.77 %
Department: 000 - UNDESIGNATED Total:	27,632,650.00	28,295,169.58	1,851,790.51	25,571,996.57	-2,723,173.01	90.38 %
Revenue Total:	27,632,650.00	28,295,169.58	1,851,790.51	25,571,996.57	-2,723,173.01	90.38 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	204,100.00	204,100.00	22,113.17	208,459.01	-4,359.01	102.14 %
600 - CONTRACTUAL SERVICES	16,500.00	16,500.00	329.55	11,560.39	4,939.61	70.06 %
Department: 100 - BOARD OF ALDERMEN Total:	220,600.00	220,600.00	22,442.72	220,019.40	580.60	99.74 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	345,130.00	351,138.00	35,097.09	343,583.33	7,554.67	97.85 %
500 - SUPPLIES	10,000.00	10,000.00	803.82	8,156.59	1,843.41	81.57 %
600 - CONTRACTUAL SERVICES	23,000.00	26,000.00	1,550.06	23,483.78	2,516.22	90.32 %
900 - CAPITAL OUTLAY	78,500.00	78,500.00	0.00	37,754.83	40,745.17	48.10 %
Department: 110 - MUNICIPAL COURT Total:	456,630.00	465,638.00	37,450.97	412,978.53	52,659.47	88.69 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	92,950.00	168.16	70,277.77	22,672.23	75.61 %
Department: 111 - YOUTH COURT Total:	92,950.00	92,950.00	168.16	70,277.77	22,672.23	75.61 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	153,120.00	153,158.00	20,009.65	161,693.60	-8,535.60	105.57 %
500 - SUPPLIES	1,200.00	2,200.00	0.00	1,702.86	497.14	77.40 %
600 - CONTRACTUAL SERVICES	151,000.00	150,000.00	4,658.21	116,066.59	33,933.41	77.38 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	305,820.00	305,858.00	24,667.86	279,463.05	26,394.95	91.37 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	336,400.00	347,664.00	36,383.83	333,310.28	14,353.72	95.87 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	118,250.00	136,750.00	27,630.40	159,011.20	-22,261.20	116.28 %
900 - CAPITAL OUTLAY	90,000.00	115,604.00	5,150.95	117,034.24	-1,430.24	101.24 %
Department: 123 - IT Total:	545,150.00	600,518.00	69,165.18	609,355.72	-8,837.72	101.47 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	444,482.00	467,943.00	47,969.24	414,352.75	53,590.25	88.55 %
600 - CONTRACTUAL SERVICES	115,000.00	121,500.00	0.00	114,149.00	7,351.00	93.95 %
Department: 142 - CITY CLERKS OFFICE Total:	559,482.00	589,443.00	47,969.24	528,501.75	60,941.25	89.66 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	160.00	840.00	16.00 %
500 - SUPPLIES	9,500.00	9,500.00	1,988.81	8,476.35	1,023.65	89.22 %
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	1,619.05	22,199.51	1,300.49	94.47 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	1,958.23	1,041.77	65.27 %
Department: 145 - OTHER ADMINISTRATIVE Total:	37,000.00	37,000.00	3,607.86	32,794.09	4,205.91	88.63 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	700.00	7,697.50	802.50	90.56 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,500.00	8,500.00	700.00	7,697.50	802.50	90.56 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	8,079.19	72,713.18	-2,768.18	103.96 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	8,079.19	72,713.18	-2,768.18	103.96 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	235,000.00	235,000.00	16,371.40	188,243.97	46,756.03	80.10 %
Department: 169 - LEGAL Total:	235,000.00	235,000.00	16,371.40	188,243.97	46,756.03	80.10 %
Department: 180 - HUMAN RESOURCES						
100 - LIABILITIES, EQUITIES, OTHER CREDITS	0.00	0.00	0.00	233.99	-233.99	0.00 %
400 - PERSONNEL SERVICES	307,383.00	315,630.00	32,557.85	303,701.11	11,928.89	96.22 %
500 - SUPPLIES	3,000.00	3,000.00	395.00	1,366.66	1,633.34	45.56 %
600 - CONTRACTUAL SERVICES	50,750.00	50,750.00	10,035.37	55,734.40	-4,984.40	109.82 %
Department: 180 - HUMAN RESOURCES Total:	361,133.00	369,380.00	42,988.22	361,036.16	8,343.84	97.74 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	178,240.00	193,240.00	11,845.70	161,740.59	31,499.41	83.70 %
500 - SUPPLIES	1,100.00	1,100.00	0.00	1,004.71	95.29	91.34 %
600 - CONTRACTUAL SERVICES	47,150.00	43,845.00	2,360.76	34,992.29	8,852.71	79.81 %
900 - CAPITAL OUTLAY	20,000.00	23,305.00	700.00	24,005.00	-700.00	103.00 %
Department: 190 - CITY PLANNER Total:	246,490.00	261,490.00	14,906.46	221,742.59	39,747.41	84.80 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	136,940.00	171,940.00	15,897.12	135,509.70	36,430.30	78.81 %
Department: 191 - EXTERNAL SERVICE Total:	136,940.00	171,940.00	15,897.12	135,509.70	36,430.30	78.81 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	410.93	5,180.68	319.32	94.19 %
600 - CONTRACTUAL SERVICES	89,500.00	90,200.00	5,271.98	91,208.59	-1,008.59	101.12 %
800 - DEBT SERVICE	3,586.00	3,586.00	896.50	3,586.00	0.00	100.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	98,586.00	99,286.00	6,579.41	99,975.27	-689.27	100.69 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	0.00	33,499.00	6,501.00	83.75 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,500.00	5,500.00	0.00	3,850.00	1,650.00	70.00 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	15,642.51	15,642.51	4,357.49	78.21 %
990 - TRANSFERS	594,428.00	599,833.00	52,152.54	644,003.39	-44,170.39	107.36 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	659,928.00	665,333.00	67,795.05	696,994.90	-31,661.90	104.76 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	1,400.00	21,365.00	4,635.00	82.17 %
631 - ODDFELLOWS	20,000.00	20,000.00	2,650.00	20,413.50	-413.50	102.07 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	46,000.00	4,050.00	41,778.50	4,221.50	90.82 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	406,430.00	418,955.00	48,905.31	400,842.82	18,112.18	95.68 %
500 - SUPPLIES	6,150.00	6,150.00	3,008.85	5,877.18	272.82	95.56 %
600 - CONTRACTUAL SERVICES	20,900.00	20,900.00	9,747.79	16,874.80	4,025.20	80.74 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	3,940.00	9,685.16	314.84	96.85 %
Department: 197 - ENGINEERING Total:	443,480.00	456,005.00	65,601.95	433,279.96	22,725.04	95.02 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,518,290.00	4,810,605.00	611,318.89	4,886,517.30	-75,912.30	101.58 %
500 - SUPPLIES	452,500.00	521,000.00	37,719.71	520,629.63	370.37	99.93 %
600 - CONTRACTUAL SERVICES	564,750.00	584,750.00	37,004.20	591,695.19	-6,945.19	101.19 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	67,100.00	0.00	25,227.16	41,872.84	37.60 %
800 - DEBT SERVICE	147,000.00	147,000.00	0.00	146,964.00	36.00	99.98 %
900 - CAPITAL OUTLAY	127,700.00	192,700.00	4,698.00	194,377.26	-1,677.26	100.87 %
Department: 201 - POLICE DEPARTMENT Total:	5,810,240.00	6,323,155.00	690,740.80	6,365,410.54	-42,255.54	100.67 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	290,500.00	295,000.00	31,457.38	267,001.86	27,998.14	90.51 %
600 - CONTRACTUAL SERVICES	1,500.00	4,500.00	0.00	4,490.27	9.73	99.78 %
Department: 245 - DISPATCHERS Total:	292,000.00	299,500.00	31,457.38	271,492.13	28,007.87	90.65 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	103,210.00	118,070.00	16,561.95	124,624.62	-6,554.62	105.55 %
500 - SUPPLIES	2,750.00	2,000.00	288.62	1,837.65	162.35	91.88 %
600 - CONTRACTUAL SERVICES	5,000.00	1,000.00	107.95	186.45	813.55	18.65 %
Department: 246 - CODE ENFORCEMENT Total:	110,960.00	121,070.00	16,958.52	126,648.72	-5,578.72	104.61 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	134,230.00	149,230.00	22,167.41	157,875.49	-8,645.49	105.79 %
Department: 254 - DUI GRANT Total:	134,230.00	149,230.00	22,167.41	157,875.49	-8,645.49	105.79 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,222,685.00	4,229,761.00	463,032.33	4,209,005.01	20,755.99	99.51 %
500 - SUPPLIES	133,750.00	143,750.00	9,375.21	129,040.56	14,709.44	89.77 %
600 - CONTRACTUAL SERVICES	276,500.00	339,000.00	10,492.84	324,805.62	14,194.38	95.81 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	205,918.00	0.00	215,916.87	-9,998.87	104.86 %
800 - DEBT SERVICE	99,350.00	113,135.00	3,454.80	116,587.15	-3,452.15	103.05 %
900 - CAPITAL OUTLAY	50,000.00	48,977.00	4,570.28	35,763.95	13,213.05	73.02 %
Department: 261 - FIRE DEPARTMENT Total:	4,782,285.00	5,080,541.00	490,925.46	5,031,119.16	49,421.84	99.03 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	263,390.00	265,565.00	32,646.73	267,912.40	-2,347.40	100.88 %
500 - SUPPLIES	7,000.00	7,000.00	384.31	6,307.07	692.93	90.10 %
600 - CONTRACTUAL SERVICES	92,000.00	92,000.00	353.09	23,839.99	68,160.01	25.91 %
800 - DEBT SERVICE	6,935.00	6,935.00	0.00	6,933.12	1.88	99.97 %
Department: 281 - BUILDING/CODES OFFICE Total:	369,325.00	371,500.00	33,384.13	304,992.58	66,507.42	82.10 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	17,500.00	18,900.00	316.11	18,825.35	74.65	99.61 %
900 - CAPITAL OUTLAY	0.00	6,250.00	0.00	-6,062.14	12,312.14	-96.99 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,150.00	25,800.00	316.11	12,763.21	13,036.79	49.47 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	938,370.00	941,466.00	86,426.47	817,188.53	124,277.47	86.80 %
500 - SUPPLIES	183,750.00	296,250.00	24,326.20	304,876.55	-8,626.55	102.91 %
600 - CONTRACTUAL SERVICES	589,500.00	536,500.00	61,964.58	552,571.96	-16,071.96	103.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	27,500.00	0.00	27,357.00	143.00	99.48 %
800 - DEBT SERVICE	98,675.00	119,528.00	0.00	119,388.97	139.03	99.88 %
900 - CAPITAL OUTLAY	60,000.00	34,647.00	2,429.68	7,415.58	27,231.42	21.40 %
Department: 301 - STREET DEPARTMENT Total:	1,870,295.00	1,955,891.00	175,146.93	1,828,798.59	127,092.41	93.50 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	94,180.00	96,405.00	11,531.50	98,009.11	-1,604.11	101.66 %
500 - SUPPLIES	3,500.00	6,000.00	167.07	4,458.28	1,541.72	74.30 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	473.47	4,392.38	1,157.62	79.14 %
Department: 360 - ANIMAL CONTROL Total:	103,230.00	107,955.00	12,172.04	106,859.77	1,095.23	98.99 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	1,065,310.00	120,854.29	0.00	120,854.29	0.00	100.00 %
500 - SUPPLIES	175,000.00	25,847.91	277.56	26,413.55	-565.64	102.19 %
600 - CONTRACTUAL SERVICES	467,100.00	1,300,738.09	195,327.13	1,395,107.08	-94,368.99	107.26 %
800 - DEBT SERVICE	17,956.00	17,956.00	4,489.00	17,956.00	0.00	100.00 %
900 - CAPITAL OUTLAY	20,000.00	0.00	0.00	225.00	-225.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,745,366.00	1,465,396.29	200,093.69	1,560,555.92	-95,159.63	106.49 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 553 - P&R CORNERSTONE						
600 - CONTRACTUAL SERVICES	0.00	419,828.46	1,475.76	402,028.62	17,799.84	95.76 %
Department: 553 - P&R CORNERSTONE Total:	0.00	419,828.46	1,475.76	402,028.62	17,799.84	95.76 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
900 - CAPITAL OUTLAY	2,355,000.00	1,870,000.00	20,903.02	1,634,522.95	235,477.05	87.41 %
Department: 600 - CAPITAL PROJECTS Total:	2,365,000.00	1,880,000.00	20,903.02	1,634,522.95	245,477.05	86.94 %
Department: 601 - MAIN STREET						
900 - CAPITAL OUTLAY	0.00	325,000.00	0.00	0.00	325,000.00	0.00 %
Department: 601 - MAIN STREET Total:	0.00	325,000.00	0.00	0.00	325,000.00	0.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,662,412.00	2,663,412.00	278,112.50	2,386,138.56	277,273.44	89.59 %
Department: 800 - DEBT SERVICE Total:	2,662,412.00	2,663,412.00	278,112.50	2,386,138.56	277,273.44	89.59 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,845,023.00	2,411,504.83	0.00	0.00	2,411,504.83	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,845,023.00	2,411,504.83	0.00	0.00	2,411,504.83	0.00 %
Expense Total:	27,632,650.00	28,295,169.58	2,422,294.54	24,601,568.28	3,693,601.30	86.95 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-570,504.03	970,428.29	970,428.29	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	11,500.00	13,105.00	4,538.37	15,538.12	2,433.12	118.57 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	-4,422.00	24,681.78	24,681.78	29,103.78	558.16 %
Department: 000 - UNDESIGNATED Total:	21,500.00	8,683.00	29,220.15	40,219.90	31,536.90	463.20 %
Revenue Total:	21,500.00	8,683.00	29,220.15	40,219.90	31,536.90	463.20 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	7,183.00	0.00	7,112.14	70.86	99.01 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	1,625.15	-125.15	108.34 %
900 - CAPITAL OUTLAY	15,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	21,500.00	8,683.00	0.00	8,737.29	-54.29	100.63 %
Expense Total:	21,500.00	8,683.00	0.00	8,737.29	-54.29	100.63 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	29,220.15	31,482.61	31,482.61	0.00 %

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For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	139,000.00	146,725.00	157,383.41	307,888.77	161,163.77	209.84 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	269,000.00	276,725.00	157,383.41	307,888.77	31,163.77	111.26 %
Revenue Total:	269,000.00	276,725.00	157,383.41	307,888.77	31,163.77	111.26 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	500.00	2,000.00	0.00	1,766.50	233.50	88.33 %
800 - DEBT SERVICE	263,250.00	269,475.00	0.00	267,911.19	1,563.81	99.42 %
900 - CAPITAL OUTLAY	5,250.00	5,250.00	0.00	0.00	5,250.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,000.00	276,725.00	0.00	269,677.69	7,047.31	97.45 %
Expense Total:	269,000.00	276,725.00	0.00	269,677.69	7,047.31	97.45 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	157,383.41	38,211.08	38,211.08	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	21,285.30	70,951.00	0.00	100.00 %
340 - MISCELLANEOUS	30,500.00	30,500.00	2,377.50	29,400.17	-1,099.83	96.39 %
360 - CHARGES FOR SERVICES	509,250.00	856,250.00	102,393.75	894,908.02	38,658.02	104.51 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,310,701.00	1,657,701.00	126,056.55	995,259.19	-662,441.81	60.04 %
Revenue Total:	1,310,701.00	1,657,701.00	126,056.55	995,259.19	-662,441.81	60.04 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	170,300.00	173,300.00	19,817.20	145,723.99	27,576.01	84.09 %
500 - SUPPLIES	419,000.00	743,500.00	31,891.09	679,739.25	63,760.75	91.42 %
600 - CONTRACTUAL SERVICES	104,850.00	111,850.00	6,328.53	126,090.74	-14,240.74	112.73 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	42,500.00	0.00	36,402.10	6,097.90	85.65 %
900 - CAPITAL OUTLAY	616,551.00	586,551.00	0.00	2,910.12	583,640.88	0.50 %
Department: 505 - AIRPORT Total:	1,310,701.00	1,657,701.00	58,036.82	990,866.20	666,834.80	59.77 %
Expense Total:	1,310,701.00	1,657,701.00	58,036.82	990,866.20	666,834.80	59.77 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	68,019.73	4,392.99	4,392.99	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	145,556.00	145,556.00	502,054.00	619,425.64	473,869.64	425.56 %
Department: 000 - UNDESIGNATED Total:	145,556.00	145,556.00	502,054.00	619,425.64	473,869.64	425.56 %
Revenue Total:	145,556.00	145,556.00	502,054.00	619,425.64	473,869.64	425.56 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	49,414.00	49,414.00	0.00	34,842.17	14,571.83	70.51 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	96,142.00	96,142.00	502,054.00	591,179.34	-495,037.34	614.90 %
Department: 515 - RESTRICTED PROJECTS Total:	145,556.00	145,556.00	502,054.00	626,021.51	-480,465.51	430.09 %
Expense Total:	145,556.00	145,556.00	502,054.00	626,021.51	-480,465.51	430.09 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	-6,595.87	-6,595.87	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,000.00	2,988,000.00	255,781.02	3,000,392.74	12,392.74	100.41 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	2,575.00	-297,425.00	0.86 %
Department: 000 - UNDESIGNATED Total:	3,100,000.00	3,288,000.00	255,781.02	3,002,967.74	-285,032.26	91.33 %
Revenue Total:	3,100,000.00	3,288,000.00	255,781.02	3,002,967.74	-285,032.26	91.33 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,564,361.00	1,625,893.00	184,471.70	1,600,641.52	25,251.48	98.45 %
500 - SUPPLIES	240,500.00	378,500.00	27,437.53	379,797.62	-1,297.62	100.34 %
600 - CONTRACTUAL SERVICES	844,600.00	886,600.00	83,603.05	898,427.91	-11,827.91	101.33 %
800 - DEBT SERVICE	298,702.00	298,702.00	30,712.56	329,320.82	-30,618.82	110.25 %
900 - CAPITAL OUTLAY	151,837.00	98,305.00	0.00	97,107.52	1,197.48	98.78 %
Department: 322 - SANITATION DEPARTMENT Total:	3,100,000.00	3,288,000.00	326,224.84	3,305,295.39	-17,295.39	100.53 %
Department: 341 - LANDSCAPING						
600 - CONTRACTUAL SERVICES	0.00	0.00	-247.70	0.00	0.00	0.00 %
Department: 341 - LANDSCAPING Total:	0.00	0.00	-247.70	0.00	0.00	0.00 %
Expense Total:	3,100,000.00	3,288,000.00	325,977.14	3,305,295.39	-17,295.39	100.53 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	-70,196.12	-302,327.65	-302,327.65	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	440,000.00	440,000.00	22,604.90	262,218.47	-177,781.53	59.60 %
Department: 000 - UNDESIGNATED Total:	441,000.00	441,000.00	22,604.90	262,218.47	-178,781.53	59.46 %
Revenue Total:	441,000.00	441,000.00	22,604.90	262,218.47	-178,781.53	59.46 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	221,000.00	221,000.00	0.00	577.18	220,422.82	0.26 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	0.00	220,000.00	0.00 %
Department: 323 - LANDFILL Total:	441,000.00	441,000.00	0.00	577.18	440,422.82	0.13 %
Expense Total:	441,000.00	441,000.00	0.00	577.18	440,422.82	0.13 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	22,604.90	261,641.29	261,641.29	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	50,000.00	50,000.00	2,903.00	38,157.00	-11,843.00	76.31 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	40,000.00	40,000.00	27,470.76	27,470.76	-12,529.24	68.68 %
Department: 000 - UNDESIGNATED Total:	90,000.00	90,000.00	30,373.76	65,627.76	-24,372.24	72.92 %
Revenue Total:	90,000.00	90,000.00	30,373.76	65,627.76	-24,372.24	72.92 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	90,000.00	90,000.00	0.00	65,627.76	24,372.24	72.92 %
Department: 112 - COMPUTER ASSESMENTS Total:	90,000.00	90,000.00	0.00	65,627.76	24,372.24	72.92 %
Expense Total:	90,000.00	90,000.00	0.00	65,627.76	24,372.24	72.92 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	30,373.76	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - MODERIZATION USE TAX						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000,000.00	1,467,472.75	0.00	1,467,472.75	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	1,000,000.00	1,467,472.75	0.00	1,467,472.75	0.00	100.00 %
Revenue Total:	1,000,000.00	1,467,472.75	0.00	1,467,472.75	0.00	100.00 %
Expense						
Department: 300 - STREET DEPARTMENT						
900 - CAPITAL OUTLAY	1,000,000.00	1,467,472.75	30,087.32	1,336,182.67	131,290.08	91.05 %
Department: 300 - STREET DEPARTMENT Total:	1,000,000.00	1,467,472.75	30,087.32	1,336,182.67	131,290.08	91.05 %
Expense Total:	1,000,000.00	1,467,472.75	30,087.32	1,336,182.67	131,290.08	91.05 %
Fund: 120 - MODERIZATION USE TAX Surplus (Deficit):	0.00	0.00	-30,087.32	131,290.08	131,290.08	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 150 - FEDERAL FORFEITED FUNDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.00	0.16	0.16	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	0.16	0.16	0.00 %
Revenue Total:	0.00	0.00	0.00	0.16	0.16	0.00 %
Fund: 150 - FEDERAL FORFEITED FUNDS Total:	0.00	0.00	0.00	0.16	0.16	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,500.00	2,500.00	0.00	486.85	-2,013.15	19.47 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	1,010,000.00	0.00	0.00	-1,010,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	702,500.00	1,012,500.00	0.00	486.85	-1,012,013.15	0.05 %
Revenue Total:	702,500.00	1,012,500.00	0.00	486.85	-1,012,013.15	0.05 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	702,500.00	752,500.00	202.03	776,747.10	-24,247.10	103.22 %
900 - CAPITAL OUTLAY	0.00	260,000.00	0.00	0.00	260,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	702,500.00	1,012,500.00	202.03	776,747.10	235,752.90	76.72 %
Expense Total:	702,500.00	1,012,500.00	202.03	776,747.10	235,752.90	76.72 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-202.03	-776,260.25	-776,260.25	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND						
Revenue						
Department: 351 - JL KING PARK						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	250,000.00	250,000.00	250,000.00	0.00 %
Department: 351 - JL KING PARK Total:	0.00	0.00	250,000.00	250,000.00	250,000.00	0.00 %
Department: 352 - NORTHSIDE DRIVE						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	250,000.00	250,000.00	250,000.00	0.00 %
Department: 352 - NORTHSIDE DRIVE Total:	0.00	0.00	250,000.00	250,000.00	250,000.00	0.00 %
Revenue Total:	0.00	0.00	500,000.00	500,000.00	500,000.00	0.00 %
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND Total:	0.00	0.00	500,000.00	500,000.00	500,000.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 309 - AMERICAN RELIEF FUND						
Revenue						
Department: 000 - UNDESIGNATED						
250 - GRANTS	3,153,333.10	3,153,333.10	0.00	3,153,333.10	0.00	100.00 %
340 - MISCELLANEOUS	0.00	0.00	3,194.13	10,102.60	10,102.60	0.00 %
Department: 000 - UNDESIGNATED Total:	3,153,333.10	3,153,333.10	3,194.13	3,163,435.70	10,102.60	100.32 %
Revenue Total:	3,153,333.10	3,153,333.10	3,194.13	3,163,435.70	10,102.60	100.32 %
Expense						
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	3,150,333.10	3,150,333.10	0.00	0.00	3,150,333.10	0.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	1,984.00	1,016.00	66.13 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	3,153,333.10	3,153,333.10	0.00	1,984.00	3,151,349.10	0.06 %
Expense Total:	3,153,333.10	3,153,333.10	0.00	1,984.00	3,151,349.10	0.06 %
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	0.00	0.00	3,194.13	3,161,451.70	3,161,451.70	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - LINKAGE TAP PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Revenue Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	30,000.00	30,000.00	0.00	13,760.97	16,239.03	45.87 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	30,000.00	30,000.00	0.00	13,760.97	16,239.03	45.87 %
Expense Total:	30,000.00	30,000.00	0.00	13,760.97	16,239.03	45.87 %
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	0.00	0.00	0.00	-13,760.97	-13,760.97	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	1,450,000.00	1,450,000.00	1,450,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	1,450,000.00	1,450,000.00	1,450,000.00	0.00 %
Revenue Total:	0.00	0.00	1,450,000.00	1,450,000.00	1,450,000.00	0.00 %
Expense						
Department: 656 - PARKING MILL PROJECT						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	118,189.21	-118,189.21	0.00 %
Department: 656 - PARKING MILL PROJECT Total:	0.00	0.00	0.00	118,189.21	-118,189.21	0.00 %
Expense Total:	0.00	0.00	0.00	118,189.21	-118,189.21	0.00 %
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Surplus..	0.00	0.00	1,450,000.00	1,331,810.79	1,331,810.79	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,500.00	1,500.00	108.63	61,089.08	59,589.08	4,072.61 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,000,000.00	440,000.00	0.00	0.00	-440,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,001,500.00	441,500.00	108.63	61,089.08	-380,410.92	13.84 %
Revenue Total:	1,001,500.00	441,500.00	108.63	61,089.08	-380,410.92	13.84 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	735.00	4,265.00	14.70 %
900 - CAPITAL OUTLAY	996,500.00	436,500.00	0.00	91,823.64	344,676.36	21.04 %
Department: 600 - CAPITAL PROJECTS Total:	1,001,500.00	441,500.00	0.00	92,558.64	348,941.36	20.96 %
Expense Total:	1,001,500.00	441,500.00	0.00	92,558.64	348,941.36	20.96 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	108.63	-31,469.56	-31,469.56	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,825,000.00	2,117,500.00	207,923.63	2,618,418.16	500,918.16	123.66 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,325,000.00	3,617,500.00	207,923.63	2,618,418.16	-999,081.84	72.38 %
Revenue Total:	3,325,000.00	3,617,500.00	207,923.63	2,618,418.16	-999,081.84	72.38 %
Expense						
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	154,500.00	39,487.84	193,915.56	-39,415.56	125.51 %
800 - DEBT SERVICE	1,487,955.00	1,487,955.00	0.00	1,471,782.57	16,172.43	98.91 %
900 - CAPITAL OUTLAY	1,637,045.00	1,637,045.00	0.00	0.00	1,637,045.00	0.00 %
950 - TRANSFERS	200,000.00	338,000.00	268,000.00	318,000.00	20,000.00	94.08 %
Department: 551 - PARK & REC TOURISM Total:	3,325,000.00	3,617,500.00	307,487.84	1,983,698.13	1,633,801.87	54.84 %
Expense Total:	3,325,000.00	3,617,500.00	307,487.84	1,983,698.13	1,633,801.87	54.84 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	-99,564.21	634,720.03	634,720.03	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	3,081,225.00	0.00	913,115.47	-2,168,109.53	29.63 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	3,081,225.00	0.00	913,115.47	-2,168,109.53	29.63 %
Revenue Total:	1,500,000.00	3,081,225.00	0.00	913,115.47	-2,168,109.53	29.63 %
Expense						
Department: 318 - MS182/MLK						
500 - SUPPLIES	0.00	0.00	0.00	222.80	-222.80	0.00 %
600 - CONTRACTUAL SERVICES	900,000.00	900,000.00	0.00	154,890.57	745,109.43	17.21 %
900 - CAPITAL OUTLAY	600,000.00	2,181,225.00	6,419.30	6,419.30	2,174,805.70	0.29 %
Department: 318 - MS182/MLK Total:	1,500,000.00	3,081,225.00	6,419.30	161,532.67	2,919,692.33	5.24 %
Expense Total:	1,500,000.00	3,081,225.00	6,419.30	161,532.67	2,919,692.33	5.24 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	-6,419.30	751,582.80	751,582.80	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	2,868.04	43,780.08	33,780.08	437.80 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	17,990,000.00	14,163,009.63	0.00	0.00	-14,163,009.63	0.00 %
Department: 000 - UNDESIGNATED Total:	18,000,000.00	14,173,009.63	2,868.04	43,780.08	-14,129,229.55	0.31 %
Revenue Total:	18,000,000.00	14,173,009.63	2,868.04	43,780.08	-14,129,229.55	0.31 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	913,466.00	103,466.00	4,076.00	46,555.98	56,910.02	45.00 %
900 - CAPITAL OUTLAY	17,086,534.00	14,069,543.63	813,412.20	9,684,935.13	4,384,608.50	68.84 %
Department: 551 - PARK & REC TOURISM Total:	18,000,000.00	14,173,009.63	817,488.20	9,731,491.11	4,441,518.52	68.66 %
Expense Total:	18,000,000.00	14,173,009.63	817,488.20	9,731,491.11	4,441,518.52	68.66 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	-814,620.16	-9,687,711.03	-9,687,711.03	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	100.00 %
340 - MISCELLANEOUS	0.00	0.00	696.81	2,513.63	2,513.63	0.00 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	1,500,000.00	696.81	1,502,513.63	2,513.63	100.17 %
Revenue Total:	1,500,000.00	1,500,000.00	696.81	1,502,513.63	2,513.63	100.17 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
Department: 300 - STREET DEPARTMENT Total:	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
Expense Total:	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION Surplus (Deficit):	0.00	0.00	696.81	1,502,513.63	1,502,513.63	0.00 %
Report Surplus (Deficit):	0.00	0.00	670,008.35	-1,498,599.88	-1,498,599.88	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-570,504.03	970,428.29	970,428.29
002 - RESTRICTED POLICE FUND	0.00	0.00	29,220.15	31,482.61	31,482.61
003 - RESTRICTED FIRE FUND	0.00	0.00	157,383.41	38,211.08	38,211.08
015 - AIRPORT FUND	0.00	0.00	68,019.73	4,392.99	4,392.99
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	-6,595.87	-6,595.87
022 - ENVIRONMENTAL SERVICES	0.00	0.00	-70,196.12	-302,327.65	-302,327.65
023 - LANDFILL ACCOUNT	0.00	0.00	22,604.90	261,641.29	261,641.29
107 - COMPUTER ASSESSMENTS	0.00	0.00	30,373.76	0.00	0.00
120 - MODERIZATION USE TAX	0.00	0.00	-30,087.32	131,290.08	131,290.08
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.00	0.16	0.16
303 - INDUSTRIAL PARK BOND	0.00	0.00	-202.03	-776,260.25	-776,260.25
306 - 2022 LOCAL IMPROVEMENTS	0.00	0.00	500,000.00	500,000.00	500,000.00
309 - AMERICAN RELIEF FUND	0.00	0.00	3,194.13	3,161,451.70	3,161,451.70
310 - LINKAGE TAP PROJECT	0.00	0.00	0.00	-13,760.97	-13,760.97
311 - MAIN STREET CORRIDOR IMPF	0.00	0.00	1,450,000.00	1,331,810.79	1,331,810.79
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	108.63	-31,469.56	-31,469.56
375 - PARK AND REC TOURISM	0.00	0.00	-99,564.21	634,720.03	634,720.03
377 - BUILD GRANT MS 182 / MLK C	0.00	0.00	-6,419.30	751,582.80	751,582.80
380 - PARK BONDS 2020	0.00	0.00	-814,620.16	-9,687,711.03	-9,687,711.03
700 - STARK/HOSPITAL ROAD EXPAN	0.00	0.00	696.81	1,502,513.63	1,502,513.63
Report Surplus (Deficit):	0.00	0.00	670,008.35	-1,498,599.88	-1,498,599.88



Starkville Utilities – Electric Division
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending September 31, 2022

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 39,875,000	\$ 3,615,851	\$ 43,762,152	3,887,152	109.75%
Other Revenue	1,915,000	132,976	1,686,745	(228,255)	88.08%
Total Revenue	\$ 41,790,000	\$ 3,748,827	\$ 45,448,897	3,658,897	108.76%
<u>Expenses</u>					
Purchased Power Expense	\$ 30,800,000	\$ 3,568,218	\$ 36,037,574	(5,237,574)	117.01%
Payroll Expenses	2,940,203	238,106	2,753,616	186,587	93.65%
Operating Expenses	1,546,000	322,784	1,541,225	4,775	99.69%
Maintenance Expense	1,110,000	71,249	965,835	144,165	87.01%
Capital Expense	3,877,523	137,251	2,939,204	938,319	75.80%
Debt Expense	624,813	-	624,813	0	100.00%
Tax Equivalency	1,365,000	113,750	1,365,000	-	100.00%
Total Expenses	\$ 42,263,539	\$ 4,451,358	\$ 46,227,267	(3,963,728)	109.38%
Total Revenue Over Expenses	\$ (473,539)	\$ (702,532)	\$ (778,370)	\$ (304,831)	164.37%

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



Starkville Utilities – Water & Sewer Division
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending September 31, 2022

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 8,000,000	\$ 698,189	\$ 8,214,306	214,306	102.68%
Other Revenues	1,650,349	154,367	1,531,792	(118,557)	92.82%
Total Revenues	\$ 9,650,349	\$ 852,556	\$ 9,746,098	95,749	100.99%
<u>Expenses</u>					
Payroll Expense	\$ 2,421,903	\$ 143,728	\$ 1,878,261	(543,642)	77.55%
Operating Expense	1,845,000	132,757	1,722,878	(122,122)	93.38%
Maintenance Expense	2,220,000	210,383	1,903,919	(316,081)	85.76%
Capital Expense	2,409,015	134,943	1,659,495	(749,520)	68.89%
Debt Expense	1,501,388	69,320	1,528,458	27,070	101.80%
Total Expenses	\$ 10,397,306	\$ 691,131	\$ 8,693,011	(1,704,295)	83.61%
Total Revenues Over Expenses	\$ (746,957)	\$ 161,425	\$ 1,053,087	\$ (1,608,546)	-140.98%

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



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: 10/18/2022
PAGE: 1 of 8

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-22

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: Admin and Finance **DIRECTOR'S AUTHORIZATION:** Lesa Hardin

These are budget adjustments for the Fiscal Year ended 9/30/22.

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO
Webb Corban, Director of Finance
or Emilia Montgomery, Accountant

SUGGESTED MOTION:

Approval of Budget Adjustments for fiscal year 9-30-22.

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2021-2022	2021-2022	001-000-222-020	BUILDING PERMITS	-165,000.00	-31,663.00	-196,663.00
		001-000-330-135	COURT CLERK SETTLEMENT	0.00	-98,393.00	-98,393.00
		001-000-330-182	TRAFFIC COURT & FINES	-400,000.00	-2,769.00	-402,769.00
		001-000-340-600	INTEREST (BANK, ETC)	-30,000.00	-690.00	-30,690.00
		001-000-350-619	SALARY REIMB-STK UTILITIES	-125,000.00	-13,825.00	-138,825.00
		001-100-400-100	SALARY-ALDERMEN	138,000.00	4,360.00	142,360.00
		001-100-604-330	COMMUNICATIONS	7,250.00	-2,922.00	4,328.00
		001-100-610-350	TRAVEL / TRAINING	9,000.00	-1,438.00	7,562.00
		001-120-400-101	SALARY-MAYOR	75,000.00	4,844.00	79,844.00
		001-120-430-107	HOURLY - CLERICAL	38,608.00	1,975.00	40,583.00
		001-120-450-125	OVERTIME	100.00	3.00	103.00
		001-120-460-130	RETIREMENT CONTRIBUTIONS	19,800.00	1,172.00	20,972.00
		001-120-470-131	SOCIAL SECURITY CONTRIBUTION	8,600.00	521.00	9,121.00
		001-120-480-133	HOSPITAL INSURANCE	10,800.00	21.00	10,821.00
		001-120-600-300	PROFESSIONAL SERVICES	119,000.00	-8,536.00	110,464.00
		001-123-430-107	IT TECH/SUPPORT	187,247.00	-14,353.00	172,894.00
		001-123-501-200	SUPPLIES	500.00	-500.00	0.00
		001-123-600-300	WEB SITE SVCS, SOFTWARE	47,000.00	22,262.00	69,262.00
		001-123-918-805	EQUIPMENT & PYMTS	30,000.00	1,431.00	31,431.00
		001-169-600-302	CITY ATTORNEY GENERAL	125,000.00	2,143.00	127,143.00
		001-169-600-309	LEGAL EXPENSES	15,000.00	378.00	15,378.00
		001-169-600-312	CITY ATTORNEY LITIGATION	75,000.00	248.00	75,248.00
		001-180-691-505	PERSONNEL / KRONOS SYSTEM	35,000.00	4,985.00	39,985.00
		001-190-600-300	PROF. SVCS	5,000.00	-700.00	4,300.00
		001-190-918-807	OFFICE EQUIPMENT/SOFTWARE	23,305.00	700.00	24,005.00
		001-192-510-204	CITY HALL VEHICLE EXPENSES	500.00	-319.00	181.00
		001-192-600-338	CONTRACT SERVICES	27,500.00	1,009.00	28,509.00
		001-195-690-454	ORD 91-1 CONTRIBUTIONS	20,000.00	-6,501.00	13,499.00
		001-195-702-455	MS CODE ANNOTATED 17-3-1	2,000.00	-1,650.00	350.00
		001-195-900-803	LIBRARY CAPITAL IMPROVEMENTS	20,000.00	-4,357.00	15,643.00
		001-195-951-953	TRANSFER AIRPORT COST SHARE	24,833.00	-7,982.00	16,851.00
		001-195-951-970	TRANS TO COMPUTER ASSESSME	0.00	27,471.00	27,471.00
		001-195-951-974	TRANSFER TO RESTRICTED POLICE	0.00	24,682.00	24,682.00
		001-196-630-425	REPAIRS MAINT/MLK/182	12,000.00	-414.00	11,586.00
		001-196-631-402	ODDFELLOW MAINTENANCE/REP	20,000.00	414.00	20,414.00
		001-201-420-105	POLICE MANAGEMENT	473,460.00	36,105.00	509,565.00
		001-201-450-125	OVERTIME	436,600.00	39,808.00	476,408.00
		001-201-501-200	OFFICE SUPPLIES	14,000.00	-370.00	13,630.00
		001-201-630-360	VEHICLE REPAIRS & MAINTENANC	140,000.00	6,946.00	146,946.00
		001-201-918-805	EQUIPMENT & SOFTWARE	50,000.00	1,678.00	51,678.00
		001-246-430-107	HOURLY - CODE ENFORCEMENT	75,140.00	2,689.00	77,829.00
		001-246-460-130	RETIREMENT CONTRIBUTIONS	12,870.00	3,040.00	15,910.00
		001-246-470-131	SOCIAL SECURITY CONTRIBUTION	5,600.00	826.00	6,426.00
		001-246-535-233	UNIFORMS - CODE ENFORCEMEN	750.00	-162.00	588.00
		001-246-600-300	PROFESSIONAL SERVICES	1,000.00	-813.00	187.00
		001-254-420-103	STAFF SALARIES	91,730.00	2,203.00	93,933.00
		001-254-450-125	OVERTIME	20,000.00	4,419.00	24,419.00
		001-254-460-130	RETIREMENT CONTRIBUTIONS	19,000.00	1,593.00	20,593.00
		001-254-470-131	SOCIAL SECURITY CONTRIBUTION	8,500.00	431.00	8,931.00
		001-261-558-269	BUILDING MAINTENANCE	55,000.00	-13,455.00	41,545.00
		001-261-740-565	FIRE STATION UPGRADES	61,922.00	10,000.00	71,922.00
		001-261-820-876	BANKFIRST 2022 DURANGO	0.00	3,455.00	3,455.00
		001-281-420-105	PAYROLL - BUILDING OFFICIALS	115,570.00	2,348.00	117,918.00
		001-281-600-323	DEBRIS REMOVAL/DEMOLITION	75,000.00	-2,348.00	72,652.00
		001-301-420-105	SALARY-MANAGEMENT	125,900.00	-24,699.00	101,201.00
		001-301-565-272	STREETS SIGNS & PAINT	46,500.00	8,627.00	55,127.00
		001-301-625-380	UTILITIES/STREET LIGHTING	420,000.00	16,072.00	436,072.00
		001-360-450-125	OVERTIME	1,000.00	1,605.00	2,605.00

Budget Adjustment Register

Packet: GLPKT16661 - Auto Process - GL Budget Adjustment

001-360-525-231	GAS & OIL	2,000.00	-801.00	1,199.00
001-360-535-233	UNIFORMS	1,000.00	-337.00	663.00
001-360-555-250	SUPPLIES & SMALL TOOLS	3,000.00	-402.00	2,598.00
001-360-620-370	INSURANCE	3,300.00	-65.00	3,235.00
001-550-525-231	GAS & OIL	3,390.54	566.00	3,956.54
001-550-600-297	MANAGEMENT EXPENSE REIMBU	1,028,524.50	94,369.00	1,122,893.50
001-553-600-296	MANAGEMENT FEE	288,000.00	-17,799.00	270,201.00
001-800-830-840	CITY HALL PROJECT INTEREST	143,300.00	-77,136.00	66,164.00
002-000-380-001	TRANSFER FROM GENERAL FUND	0.00	-126.00	-126.00
002-251-610-350	TRAVEL & TRAINING	0.00	126.00	126.00
015-505-525-232	100LL AV GAS PURCHASED	267,500.00	-14,241.00	253,259.00
015-505-610-350	TRAVEL/CONFERENCE	2,000.00	1,730.00	3,730.00
015-505-620-370	INSURANCE	29,500.00	5,428.00	34,928.00
015-505-625-380	UTILITIES	20,000.00	2,179.00	22,179.00
015-505-630-400	EQUIPMENT REPAIR & MAINTENA	20,000.00	4,904.00	24,904.00
016-000-260-630	3-28-0068-028-2022 AIP GRANT	0.00	-502,054.00	-502,054.00
016-515-730-655	3-28-0068-028-2022 AIP GRANT	0.00	502,054.00	502,054.00
022-000-359-627	SANITATION FEES	-2,988,000.00	-18,585.00	-3,006,585.00
022-322-410-104	SALARY-DEPARTMENT HEAD	75,885.00	-21,055.00	54,830.00
022-322-450-125	OVERTIME	50,000.00	-4,196.00	45,804.00
022-322-555-250	SUPPLIES & SMALL TOOLS	12,000.00	1,298.00	13,298.00
022-322-600-379	LANDFILL FEES	430,000.00	11,828.00	441,828.00
022-322-820-871	2021 REAR LOADER TRUCK	58,000.00	14,500.00	72,500.00
022-322-820-872	SWEEPER 2017	44,925.00	3,742.00	48,667.00
022-322-820-873	2021 TRACTOR & CUTTER	23,817.00	5,952.00	29,769.00
022-322-820-877	BANKFIRST 2022 KUBOTA TRACTO	0.00	6,516.00	6,516.00
303-600-600-330	IND PARK CONSTRUCTION	400,000.00	24,248.00	424,248.00
303-600-990-990	ENDING FUND	260,000.00	-24,248.00	235,752.00
311-000-230-045	PROCEEDS FROM STATE - MAIN ST	0.00	-118,190.00	-118,190.00
311-656-600-300	PROFESSIONAL SERVICE/ARCHITE	0.00	118,190.00	118,190.00
375-000-260-084	TOURISM TAX - 1%	-1,292,500.00	-39,416.00	-1,331,916.00
375-551-907-943	CAPITAL PURCHASES	0.00	39,416.00	39,416.00
2021-2022 Total:		1,511,227.04	0.00	1,511,227.04
Grand Total:		1,511,227.04	0.00	1,511,227.04

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2021-2022 - 2021-2022 Fiscal: 2021-2022			
001	4,098,100.04	0.00	4,098,100.04
002	0.00	0.00	0.00
015	339,000.00	0.00	339,000.00
016	0.00	0.00	0.00
022	-2,293,373.00	0.00	-2,293,373.00
303	660,000.00	0.00	660,000.00
311	0.00	0.00	0.00
375	-1,292,500.00	0.00	-1,292,500.00
Budget Code 2021-2022 Total:	1,511,227.04	0.00	1,511,227.04
Grand Total:	1,511,227.04	0.00	1,511,227.04



Starkville Utilities – Electric Division
Budget Year 2022 (10/2021-9/2022) Amendment

	Current Budget	Amendments	Amended Budget
<u>Revenues</u>			
100 Electric Sales	41,375,000	2,387,152	43,762,152
110 Forfeited Customer Discounts	250,000		250,000
111 Misc. Service Revenue	250,000		250,000
112 Interest Income	15,000		15,000
120 Rent from Electric Property	315,000		315,000
130 Water Sewer Reimbursement	1,000,000		1,000,000
131 Sanitation Reimbursement	75,000		75,000
132 City Reimbursement for Lights	10,000		10,000
Other Revenue	1,915,000	-	1,915,000
Total Revenue	43,290,000	2,387,152	45,677,152

Expenses

150 Purchased Power Expense	32,300,000	3,737,574	36,037,574
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Payroll Expenses

200 Employee Salaries	2,035,300	(149,000)	1,886,300
201 Employee Overtime	120,000		120,000
202 Employer Contributions - State Retirement	375,023	(25,926)	349,097
203 Employer Contributions - Social Security	164,880	(11,399)	153,482
204 Employer Contributions - Group Insurance	185,000		185,000
205 Payroll Expense from Other Departments	60,000		60,000
Total Payroll Expenses	2,940,203	(186,325)	2,753,879

Operating Expenses

300 City Administrative Cost Reimbursement	135,000		135,000
302 Billing Services	325,000		325,000
303 Contract Services	482,000	(19,775)	462,225
305 Insurance	240,000		240,000
306 Communications	90,000		90,000
307 Office Supplies	85,000		85,000
308 Safety Supplies	25,000		25,000
309 Uniforms	30,000		30,000
310 Utilities	15,000		15,000
311 Travel & Training	45,000		45,000
312 Dues	50,000		50,000
314 Collection & Bank Fees	15,000		15,000
315 Postage	8,000		8,000
316 Advertising	6,000		6,000
318 Miscellaneous	10,000		10,000
Total Operating Expenses	1,561,000	(19,775)	1,541,225



Starkville Utilities – Electric Division
Budget Year 2022 (10/2021-9/2022) Amendment

	<u>Current Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
<u>Maintenance Expense</u>			
400 Expensed Materials & Supplies	275,000	(50,000)	225,000
401 ROW Clearing	370,000	(100,000)	270,000
403 Gas & Fuel Expense	150,000		150,000
404 Equipment Repairs & Maintenance	160,000	(14,165)	145,835
405 Substation Repairs & Supplies	40,000		40,000
406 Building Repairs & Maintenance	85,000	50,000	135,000
407 General Maintenance	50,000	(50,000)	-
Total Maintenance Expenses	1,130,000	(164,165)	965,835
<u>Capital Expense</u>			
500 Capitalized Materials & Supplies	800,000		800,000
501 Asset Purchases - Building & Grounds	800,000		800,000
502 Asset Purchases - Equipment & Vehicles	198,000		198,000
503 Capital Projects & Construction	1,475,000		1,475,000
Total Capital Expenses	3,273,000	-	3,273,000
<u>Debt Expenses</u>			
600 Interest Expense on LTD	154,813		154,813
601 Principal Paid on LTD	470,000		470,000
Total Debt Expenses	624,813	-	624,813
700 Tax Equivalency	1,365,000		1,365,000
Total Expenses	43,194,016	3,367,310	46,561,326
Total Revenue Over Expenses	95,984	(980,158)	(884,174)
<u>503 Capital Projects (Net of Long-Term Debt Funding) - #503 Detail</u>			
Capital Projects - Substation	1,400,000		1,400,000
Capital Projects - Distribution	25,000		25,000
Capital Projects - Street Lighting	50,000		50,000
Total	1,475,000	-	1,475,000



Starkville Utilities – Water & Sewer Division
Budget Year 2022 (10/2021-9/2022) Amendment

		Current Budget	Amendments	Amended Budget
<u>Revenues</u>				
100	Water Sales Revenue	\$ 4,500,000		\$ 4,500,000
101	Sewer Sales Revenue	3,500,000		3,500,000
	Total Sales Revenue	\$ 8,000,000	\$ -	\$ 8,000,000
110	Forfeited Customer Discounts	100,000		100,000
111	Misc. Service Revenue	50,000		50,000
112	Interest Income	5,000		5,000
113	Tap Fees	150,000		150,000
114	Tower Lease	368,166		368,166
116	Wastewater Revenue	40,000		40,000
117	Federal & State Grant Revenue	932,183		932,183
	Total Other Revenue	\$ 1,645,349	\$ -	\$ 1,645,349
	Total Revenue	\$ 9,645,349	\$ -	\$ 9,645,349
<u>Expenses</u>				
<u>Payroll Expenses</u>				
200	Employee Wages	\$ 1,185,000		\$ 1,185,000
201	Employee Overtime	120,000		120,000
202	Employer Contribution - Retirement	227,070	-	227,070
203	Employer Contribution - Social Security	99,833	-	99,833
204	Employer Contribution - Insurance	140,000		140,000
205	Payroll Expense from Other Departments	650,000		650,000
	Total Payroll Expenses	\$ 2,421,903	\$ -	\$ 2,421,903
<u>Operating Expenses</u>				
300	City Administrative Costs	\$ 75,000		\$ 75,000
301	Rental Allocation to Electric Dept	160,000		160,000
302	Billing Services	150,000		150,000
303	Contract Services	255,000		255,000
304	Water Quality Analysis	40,000		40,000
305	Insurance	70,000		70,000
306	Communications	50,000		50,000
307	Office Supplies	35,000		35,000
309	Uniforms	20,000		20,000
310	Utilities	950,000		950,000
311	Travel & Training	10,000		10,000
312	Dues	5,000		5,000
316	Advertising	5,000		5,000
318	Miscellaneous	10,000		10,000
	Total Operating Expenses	\$ 1,835,000	\$ -	\$ 1,835,000



**Starkville Utilities – Water & Sewer Division
Budget Year 2022 (10/2021-9/2022) Amendment**

	Current Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>			
400 Expensed Materials & Supplies	\$ 800,000		\$ 800,000
401 Chemicals	160,000		160,000
403 Gas & Fuel Expense	80,000		80,000
404 Equipment Repairs & Maintenance	550,000	(69,320)	480,680
405 Infrastructure Repairs & Maintenance	500,000		500,000
406 Building Repairs & Maintenance	200,000		200,000
408 Tank & Well Maintenance	80,000		80,000
410 Remote Pump Station Maintenance	40,000		40,000
Total Maintenance Expenses	\$ 2,410,000	\$ (69,320)	\$ 2,340,680
<u>Capital Expense</u>			
501 Asset Purchases - Building & Grounds	\$ 25,000		\$ 25,000
502 Asset Purchases - Equipment & Vehicles	150,000		150,000
503 Capital Projects & Construction	2,559,015		2,559,015
Total Capital Expenses	\$ 2,734,015	\$ -	\$ 2,734,015
<u>Debt Expenses</u>			
600 Interest Expense on Long-term Debt	\$ 420,637		\$ 420,637
601 Principal Paid on Long-term Debt	1,080,751	69,320	1,150,071
Total Debt Expenses	\$ 1,501,388	\$ 69,320	\$ 1,570,708
Total Expenses	\$ 10,902,306	\$ -	\$ 10,902,306
Total Revenues Over Expenses	\$ (1,256,957)	\$ -	\$ (1,256,957)

Capital Expense (Net of Long-Term Debt Funding) - #503 Detail

503C Green Oaks Phase 1 & 2 Sewer Rehab	\$ 700,000		700,000
503D Trim Cane Lift Station Rehab	26,000		26,000
503E Babylon Road Sewer Rehab	650,000		650,000
503F Green Oaks South/Rolling Hills Sewer Rehab	1,000,000		1,000,000
503I Main Street Water Line Replacement	200,000		200,000
503R Major Construction and Rehab Work	550,000		550,000
Total	\$ 3,126,000	\$ -	\$ 3,126,000
Less: Debt Funding Capital Projects	(566,985)		(566,985)
Capital Expense Net of Long-Term Debt	\$ 2,559,015	\$ -	\$ 2,559,015



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

AGENDA ITEM DEPT.: Fire
AGENDA DATE: October 18, 2022
PAGE: 1

SUBJECT: Request permission to purchase 10 sets of Lion V-Force PBI Max firefighting coat and pants from NAFECO (MS Contract # 8200061254) in the amount of \$37,690.00.

AMOUNT & SOURCE OF FUNDING:

\$37,690.00 (001-261-918-805)

FISCAL NOTE: NA

AUTHORIZATION HISTORY: NA

**REQUESTING
DEPARTMENT:** Fire

**DIRECTOR'S
AUTHORIZATION:** Chief Charles Yarbrough

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-722-0051.

SUGGESTED MOTION: Move approval to purchase 10 sets of Lion V-Force PBI Max firefighting coat and pants from NAFECO (MS Contract # 8200061254) in the amount of \$37,690.00.

**NAFECO**

Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation

Q42291306

Date: 10/10/2022**Expires:** 10/31/2022**FOB:** Origin

Customer Number: STA175

Customer Information: CITY OF STARKVILLE, MS

Address: CITY HALL ACCOUNTS PAYABLE
110 WEST MAIN STREET
STARKVILLE, MS 39759

Attention: Chief Yarbrough

Phone: 6627220051

Email: c.yarbrough@cityofstarkville.org

Prepared By: Ryan Brown

Qty.	Product	Description	Each	Total
10	CVFM-14459	LION V-Force Coat PBI Max RedZone Starkville Spec	\$2,299.00	\$22,990.00
10	PVFM-14459	LION V-Force Pant PBI Max RedZone w/ suspender & belt	\$1,470.00	\$14,700.00
			Total: \$37,690.00	
			tax & freight to be determined	

Notes: Same discount as MS Contract# 8200061254

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10-18-22
PAGE: 1

SUBJECT:

Request authorization for Chief Charles Yarbrough, B.C. Roosevelt Harris and B.C. Jerome Clark to travel to Hattiesburg, MS to attend the 2022 Mid-Winter Fire Chiefs Conference @ Lake Terrance Convention Center on December 6 - 8, 2022 at an approximate cost of \$3,000 (hotel, meals and travel).

AMOUNT & SOURCE OF FUNDING

\$3,000.00 (001-261-600-390) Fire Training

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Fire Chief Yarbrough

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

SUGGESTED MOTION:

Move approval for authorization for Chief Charles Yarbrough, B.C. Roosevelt Harris and B.C. Jerome Clark to travel to Hattiesburg, MS to attend the 2022 Mid-Winter Fire Chiefs Conference @ Lake Terrance Convention Center on December 6 - 8, 2022 at an approximate cost of \$3,000 (hotel, meals and travel).



2022 MID-WINTER FIRE CHIEF'S CONFERENCE
"INSPIRING TODAY'S LEADERS"
DECEMBER 6-8, 2022

Lake Terrace Convention Center
One Convention Center Plaza
Hattiesburg, MS 39401

Name (Print): Charles Yarbrough Title: Fire Chief
Department: Starkville Fire Department
Address: 503 East Lamplin Street
City: Starkville State: MS Zip Code: 39759
Phone: 662-323-1845 Email: C.yarbrough@CityofStarkville.org

Registration Fee - \$75.00 (Fee will increase to \$85 after Monday, November 7, 2022)

Early Registration: 1 @ \$75.00 = \$ 75.00

Late Registration: _____ @ \$85.00 = \$ _____

Guest Registration: _____ @ \$25.00 = \$ _____

Please make all checks payable to: **Lamar County Fire Services**
Attn: Kyle Hill, Fire Coordinator
P.O. Box 1240
Purvis, MS 39475

Host Hotel:

Double Tree by Hilton
10 Gateway Dr
Hattiesburg, MS 39402
601-296-0302

[Hilton Registration Link](#)

Group Name: MS Fire Chiefs Conference
Rooms Blocks are held through Availability
Group Rates are good through 11/15/2022
\$139 per night plus tax and fees

Candlewood Suites Hattiesburg
9 Gateway Dr
Hattiesburg, MS 39402
601-264-9666

[Candlewood Registration Link](#)

Group Name: MS Fire Chief
Rooms are held through Availability
Group Rates are good through 11/15/2022
\$101 per night plus tax and fees



2022 MID-WINTER FIRE CHIEF'S CONFERENCE
"INSPIRING TODAY'S LEADERS"
DECEMBER 6-8, 2022

Lake Terrace Convention Center
One Convention Center Plaza
Hattiesburg, MS 39401

Name (Print): Roosevelt Harris Title: Battalion Chief
Department: Starkville Fire Department
Address: 503 East Lampkin Street
City: Starkville State: MS Zip Code: 39759
Phone: 662-323-1845 Email: r.harris@cityofstarkville.org

Registration Fee - \$75.00 (Fee will increase to \$85 after Monday, November 7, 2022)

Early Registration: 1 @ \$75.00 = \$ 75.00

Late Registration: _____ @ \$85.00 = \$ _____

Guest Registration: _____ @ \$25.00 = \$ _____

Please make all checks payable to: **Lamar County Fire Services**
Attn: Kyle Hill, Fire Coordinator
P.O. Box 1240
Purvis, MS 39475

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601-296-0302

[Hilton Registration Link](#)

Group Name: MS Fire Chiefs Conference
Rooms Blocks are held through Availability
Group Rates are good through 11/15/2022
\$139 per night plus tax and fees

Candlewood Suites Hattiesburg
9 Gateway Dr
Hattiesburg, MS 39402
601-264-9666

[Candlewood Registration Link](#)

Group Name: MS Fire Chief
Rooms are held through Availability
Group Rates are good through 11/15/2022
\$101 per night plus tax and fees



2022 MID-WINTER FIRE CHIEF'S CONFERENCE
"INSPIRING TODAY'S LEADERS"
DECEMBER 6-8, 2022

Lake Terrace Convention Center
One Convention Center Plaza
Hattiesburg, MS 39401

Name (Print): Jerome Clark Title: Battalion Chief
Department: Starkville Fire Department
Address: 503 Lampkin Street
City: Starkville State: MS Zip Code: 39759
Phone: 662-323-1845 Email: j.clark@cityofstarkville.org

Registration Fee - \$75.00 (Fee will increase to \$85 after Monday, November 7, 2022)

Early Registration: 1 @ \$75.00 = \$ 75.00

Late Registration: _____ @ \$85.00 = \$ _____

Guest Registration: _____ @ \$25.00 = \$ _____

Please make all checks payable to: **Lamar County Fire Services**
Attn: Kyle Hill, Fire Coordinator
P.O. Box 1240
Purvis, MS 39475

Host Hotel:

Double Tree by Hilton
10 Gateway Dr
Hattiesburg, MS 39402
601-296-0302

[Hilton Registration Link](#)

Group Name: MS Fire Chiefs Conference
Rooms Blocks are held through Availability
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\$139 per night plus tax and fees

Candlewood Suites Hattiesburg
9 Gateway Dr
Hattiesburg, MS 39402
601-264-9666

[Candlewood Registration Link](#)

Group Name: MS Fire Chief
Rooms are held through Availability
Group Rates are good through 11/15/2022
\$101 per night plus tax and fees



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10-18-22
PAGE: 1

SUBJECT: Request authorization for Brian Arnett to travel to Gulfport, MS to attend the 2022 Training Chiefs Conference at the Courtyard Marriott on November 2 - 4, 2022 at an approximate cost of \$800.00 (meals, hotel, and conference registration).

AMOUNT & SOURCE OF FUNDING

\$800.00 (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 Brian Arnett to travel to Gulfport, MS to attend the 2022 Training Chiefs Conference at the Courtyard Marriott on November 2 - 4, 2022 at an approximate cost of \$800.00 (meals, hotel, and conference registration).

2022 MS Fire Service Training Chief's/Training Officer's Conference

November 2-4, 2022-Gulfport, MS

ATTENDEE REGISTRATION FORM

Please fill out a separate form for each attendee and please print legibly to ensure your name tag will be correct.

BRIAN ARNETT

Name

TRAINING CHIEF

STARKVILLE FIRE DEPARTMENT

Rank

Department/Organization

503 EAST LAMPKIN

STARKVILLE, MS 39759

Mailing Address

arnettb10@gmail.com

Email Address

Phone Number's:

Cell: 662 - 341 - 3870

Work: 662 - 323 - 1277

Conference location and host hotel: Courtyard by Marriott-1600 East Beach Boulevard, Gulfport, MS 39501.

Please make your hotel reservations by contacting the **Courtyard at 228-864-4310. Group Code: MFAG**

(Room rate is \$96.00 per night + applicable state, resort fee, etc.)

Conference Registration Fee:

If received by October 21, 2022:

\$295.00 (Includes Lunch on Wed/Thursday)

After October 21, 2022:

\$345.00 (Includes Lunch on Wed/Thursday)

Guest Lunch Wednesday:

_____ \$25.00 (Quantity purchased)

Guest Lunch Thursday:

_____ \$25.00 (Quantity purchased)

Remit payment AND registration form to: MS Fire Service Instructor's Association

41 Blake Road

Hickory, Mississippi, 39332

Contact Ginger Hand at hvfd33chief@gmail.com for any questions or assistance.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE CITY HALL

NAME: Brian Arnett

DATE: November 2 – 4, 2022

DEPARTMENT: Fire

FUND: 001-261-600-390

PURPOSE OF TRIP: Training Chief's Conference – Gulfport, MS

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$ will provide receipts

TRAVEL (POV): \$

TRAVEL (COV): \$

HOTEL: **\$215.04** (Courtyard Marriott – 1600 Beach Blvd., Gulfport, MS 39501)

REGISTRATION: **\$295.00** (MS Fire Service Instructor's Assoc. – 41 Blake Road, Hickory, MS 39332)

TOTAL \$510.04

EMPLOYEE SIGNATURE

DEPARTMENT HEAD



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 18, 2022
Page: 1

SUBJECT:

Request authorization to hire Brian Arnett as a Training Chief in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Salary of \$63,000 (\$30.29 hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-105

AUTHORIZATION HISTORY:

This is a replacement position previously held by Clarence Parks.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION

Move approval to hire Brian Arnett as a Training Chief in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 18, 2022
Page: 1

SUBJECT:

Request authorization to hire Ronald Evans and Andy Moore as a Water Technicians for the Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Ronald Evans -Non-Exempt Annual Salary of \$32,240 (\$15.50 per hour) based on 2080 hours.

Andy Moore -Non-Exempt Annual Salary of \$32,240 (\$15.50 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2022/23 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

This is a replacement position previously held by Melvin Davis and Tyler Bragg who voluntarily resigned.

REQUESTING DEPARTMENT:

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 Ronald Evans and Andy Moore as a Water Technicians for the Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 18, 2022
Page: 1

SUBJECT:

Request authorization to hire Subrina Phipps as an Executive Administrative Assistant in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Subrina Phipps, Non-Exempt 47,000 (\$22.59 per hour) based on 2080 hours.

FISCAL NOTE:

Paid out of FY 2022-23 Utilities budget. Acct 920.00 (Electric – 60%) and Acct 146.10 (Water – 40%).

AUTHORIZATION HISTORY:

This is a replacement position was previously held by Eileen Hill.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Navarrete Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Subrina Phipps as an Executive Administrative Assistant in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 17, 2022
Page: 1

SUBJECT:

Request authorization to hire Aubrey Gann as an Engineering Intern in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Aubrey Gann - This position will not to exceed twenty (20) hours per week at \$14.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Paid out of 2022-2023 Water/Wastewater budget account 601.40

AUTHORIZATION HISTORY:

This is a replacement position previously held by Josh Buckner 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 Aubrey Gann as an Engineering Intern in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 18, 2022
Page: 1

SUBJECT:

Request authorization to hire Jesslyn Gray as a Customer Service Representative in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Non- Exempt Salary of \$35,360 (\$17.00 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2022/23 budget.
44% of pay – Acct: 903.00 Electric Expense.
46% of pay – Acct: 146.10 Due from Water Dept.
10% of pay – Acct: 146.20 Due from Sanitation Dept.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Brandon Taylor who transitioned as a part-time worker.

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 Jesslyn Gray as a Customer Service Representative in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 18, 2022
Page: 1

SUBJECT:

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

AMOUNT & SOURCE OF FUNDING:

Dustin Evans – non exempt salary of \$29,120.00 (\$14.00 per hour) based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Mariceau Barber 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 Dustin Evans as a Maintenance Worker in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 18, 2022
Page: 1

SUBJECT:

Request authorization to hire Brandon Hudson, Cameron Johnson and Josh Reed as Maintenance Workers II in the Street Department.

AMOUNT & SOURCE OF FUNDING:

Brandon Hudson - Non-Exempt Salary of \$31,200.00 (\$15.00 per hour) based on 2080 hours per year.

Cameron Johnson - Non-Exempt Salary of \$31,200.00 (\$15.00 per hour) based on 2080 hours per year.

Josh Reed - Non-Exempt Salary of \$31,200.00 (\$15.00 per hour) based on 2080 hours per year.

FISCAL NOTE:

Budgeted from line item # 001-301-440-114

AUTHORIZATION HISTORY:

These are replacement positions previously held by Henri Pinkston, Christopher Reed, and John Stewart who resigned.

REQUESTING DEPARTMENT:

Street Department

DIRECTOR'S AUTHORIZATION:

Cody Burnett, Engineer

FOR MORE INFORMATION CONTACT:

Cody Burnett, Engineer
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Brandon Hudson, Cameron Johnson and Josh Reed as Maintenance Workers II in the Street Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: October 18, 2022

Page: 1

SUBJECT:

Request authorization to hire William Fenimore, and Jacob Vargo as Entry Level Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

William Fenimore - Base Salary for Entry Level Firefighter, \$33,485.40 (\$12.15 per hour) for entry level based on 2756 hours.

Jacob Vargo - Base Salary for Entry Level Firefighter, \$33,485.40 (\$12.15 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

These are replacement positions previously held by Zack Boren and Evan Betz.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire William Fenimore, and Jacob Vargo as Entry Level Firefighters in the Starkville Fire Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: October 18, 2022
PAGE: 1

SUBJECT: Request approval to purchase John Deere Gator Turf TX (State Contract 8200061319) in place of the John Deere Gator TX (state contract 8200055711) approved March 1, 2022, at an additional cost of \$1,273.85.

AMOUNT & SOURCE OF FUNDING: 380-551-918-805

FISCAL NOTE:

John Deere Wade

- John Deere Gator TX (state contracted #8200055711) \$7,689.32
- John Deere Gator Turf TX (State Contract 8200061319) \$8,963.17

The John Deere Gator TX was ordered March 2, 2022 but was unavailable at that time. The John Deere Gator Turf TX was delivered recently and the Park would like to keep this Gator.

DEPARTMENT: Parks and Recreation

AUTHORIZATION: Brandon Doherty
662.323.2294
405 Lynn Lane
bdoherty@sportsfacilities.com

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION:



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: OCTOBER 18, 2022
PAGE: 1 of**

SUBJECT:

Request approve to purchase bullet proof helmets, over the head hearing protection with tactical communication capability, and long term gas masks for a total of \$25,786.71 to be utilized by the Starkville Police Dept S.W.A.T. team.

The listed items are 100% reimbursable through the FY23 22LE347 Homeland Security Grant that was approved by the Board of Aldermen on 9/20/2022.

United Shield International -----	12 Special Ops helmets @ \$705.00 ea. -----	\$ 8,460.00 + shipping
TNVC INC. -----	12 ops-core headsets @ \$944.10 ea. -----	\$11,329.16
Accurate Law Enforcement -----	12 gas masks with cannister @ \$ \$499.80 -----	<u>\$ 5,997.55</u>
		\$25,786.71

AMOUNT & SOURCE OF FUNDING: \$25,786.71

LINE ITEM: HOMELAND SECURITY GRANT FY23 22LE347 001-201-740-550

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

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

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Tyler Davis 662-542-9902

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approve to purchase bullet proof helmets, over the head hearing protection with tactical communication capability, and long term gas masks for a total of \$25,786.71 to be utilized by the Starkville Police Dept S.W.A.T. team.

The listed items are 100% reimbursable through the FY23 22LE347 Homeland Security Grant that was approved by the Board of Aldermen on 9/20/2022.



United Shield International LLC
 1462 International Dr.
 Traverse City, MI 49686
 Tel : 231-933-1179 Fax 231-933-5368

Quotation

Customer				
Name	Sgt. Tyler Davis			
Address	SWAT Team Leader USMS Task Force 6625429902			
Tel :				
		Quotation No:	9006	
		Ref:		
		Validity	60 days	
		Currency :	USD	
		Date:	18-Mar-22	
Item		Quantity	Price	Amount
	Spec Ops Delta Gen II Mid Cut - Level IIIA with Rails, NVG, Combat pads, USI Boa, bungee and velcro any size, Ranger Green	12	\$705.00	\$8,460.00
Total :				
Notes:- 1)Prices are ex factory MI 2)Terms Net 30 3) delivery 30-45 days THESE PRODUCTS MAYBE SUBJECT TO US EXPORT CONTROLS, YOU ARE RESONSIBLE FOR COMPLYING WITH ALL US EXPORT LAWS				
Signed : Brian Banducci				



Quote

Customer: (1000098193) STARKVILLE POLICE DEPT
Date: 09/23/2022

Page 1 of 1
Quote Number: 21690548
Quote Expiration: 10/23/2022

Sold To:
STARKVILLE POLICE DEPT
101 E LAMPKIN ST
STARKVILLE, MS 39759-2944
JOHN PEARSON

Ship To:
STARKVILLE POLICE DEPT
101 E LAMPKIN ST
STARKVILLE, MS 39759-2944
JOHN PEARSON

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	TP326 BLK LG	UNITED SHIELD SPEC OPS DELTA IIIA HELMET	12		977.50	11,730.00

Quote is valid for 30 days

SUBTOTAL: 11,730.00
SHIPPING:
TAX.....
TOTAL...: 11,730.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

TNVC INC.

1050 Nevada St.
Suite 405
Redlands, Ca. 92374

Quotation

Date	Estimate #
9/22/2022	16788-G

Name / Address
Starkville Police Department Joshua Wilson 101 Lampkin Street Starkville, MS 39759

Ship To
Starkville Police Department Joshua Wilson 101 Lampkin Street Starkville, MS 39759

P.O. No.	Terms	Due Date	Project
TBD	Net 30	10/22/2022	

Item	Description	Qty	Unit Price	Total
OPS-AMP-CON-BLK	Ops-Core AMP Headset Connectorized (non-NFMI) Black P/N: N101153-01-0001	12.00	936.18	11,234.16
UPS Ground	UPS Ground	1.00	95.00	95.00

			Subtotal	\$11,329.16
Phone #	Fax #	E-mail	Sales Tax (0.0%)	\$0.00
(909) 796-7000	(909) 353-1960	sales@tnvc.com	Total	
Web Site		http://www.tnvc.com		
				\$11,329.16

****Please see below for TNVC's updated bank account information for Bank of America****

Checking Account #: 325097275769

Wire Transfer Routing #: 026009593 Electronic Payment Routing #: 121000358



City of Starkville - Ops Core AMP

City of Starkville
110 West Main Street
Starkville, MS 39759
United States

Matthew Davis
SWAT Team Leader
m.davis@cityofstarkville.org
6625429902

Reference: 20220321-093815286
Quote created: March 21, 2022
Quote expires: June 19, 2022
Quote created by: Menachem Berns
mendel@rtstactical.com

Products & Services

Item & Description	Quantity	Unit Price	Total
OPS-CORE AMP COMMUNICATION HEADSET - CONNECTORIZED	12	\$1,179.95	\$14,159.40

Subtotals

One-time subtotal \$14,159.40

Total \$14,159.40

Questions? Contact me



Menachem Berns
mendel@rtstactical.com

RTS Tactical
7770 NW 22nd Avenue
Miami, FL 33147
United States



ESTIMATE

ACCURATE LAW ENFORCEMENT
3562 SUMMER AVENUE
MEMPHIS TN 38122 US

DATE	DUE	ESTIMATE #
9/20/2022	10/5/2022	SPD-AVN

BILL TO
STARKVILLE POLICE
DEPARTMENT
ATTN: John Pearson
101 E. LAMPKIN STREET
STARKVILLE MS 39759

SHIP TO
STARKVILLE POLICE
DEPARTMENT
attn: John Pearson
101 E. LAMPKIN STREET
STARKVILLE MS 39759 USA

DESCRIPTION	QTY	RATE	AMOUNT
Less Lethal:Avon:70501-187			
Avon C50 APR Assembly LG	12.00	388.70	4,664.40
Less Lethal:Avon:70501-156			
Avon Clear Outsert Assembly	12.00	57.20	686.40
Less Lethal:Avon:72606-3			
Avon CTCF50 Riot Agent Canister (pack of 4)	3.00	182.25	546.75
Shipping/Handling			
Shipping/Handling	1.00	100.00	100.00

5,997.55

Quote

7150 Airport Highway
Pennsauken, NJ 08109
856-488-4499

Date	09/23/2022
Quote #	QT1621753
Expires	10/08/2022
Sales Rep	Beall, Stanley
PO #	
Shipping Method	FedEx Ground
Shipping Code (2)	

Bill To

Starkville Police Department- MS
101 E Lampkin St
Starkville MS 39759
United States

Ship To

Starkville Police Department- MS
101 E Lampkin St
Starkville MS 39759
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
70501-188			C50 APR Assembly MED CBRN- NIOSH	12	480.00	5,760.00
70501-156			Clear Outsert Assembly	12	52.00	624.00

Subtotal	6,384.00
Shipping Cost (FedEx Ground)	0.00
Total	\$6,384.00

SHIPPING CHARGES WILL BE CALCULATED WHEN ITEMS ARE SHIPPED

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1621753



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 9-20-22
PAGE: 1 of 28

SUBJECT: Homeland Security Award for FY23 22LE347. Requests permission to accept the 100% reimbursable Mississippi Department of Homeland Security Sub-Grant in the area of preparedness and readiness. The grant is 100% reimbursable, funding tactical operations/ emergency preparation equipment for a total of \$24,500.00

AMOUNT & SOURCE OF FUNDING: \$24,500.00 22LE347 grant Mississippi Office of Highway Security

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

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

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the City of Starkville, Police Department to accept the award for the 100% reimbursable grant.

STAFF RECOMMENDATION:



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 9-20-22
PAGE: 1 of 28

SUBJECT: Homeland Security Award for FY23 22LE347. Requests permission to accept the 100% reimbursable Mississippi Department of Homeland Security Sub-Grant in the area of preparedness and readiness. The grant is 100% reimbursable, funding tactical operations/ emergency preparation equipment for a total of \$24,500.00

AMOUNT & SOURCE OF FUNDING: \$24,500.00 22LE347 grant Mississippi Office of Highway Security

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

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

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the City of Starkville, Police Department to accept the award for the 100% reimbursable grant.

STAFF RECOMMENDATION:



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 10-18-22
PAGE: 1 of 41

SUBJECT: The Starkville Police Department is requesting permission to accept and enter into a grant agreement with the State of Mississippi, Department of Public Safety, Justice Assistance Grant 21LB2311. The award for funding is for \$3,563.00. The grant is a 75% state and 25% local match of \$1,187.00

AMOUNT & SOURCE OF FUNDING:

\$3,563.00 reimbursable through the JAG 21LB2311 –75/25 reimbursable grant. 001-201-730-547
\$1,187.00 001-201-556-251

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief M. Ballard

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to accept the Justice Assistance Grant for funding of equipment.

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
(Civil Rights PowerPoint Included)
- ☐ Discrimination Complaint Policies and Procedures (Attachment E) **Please do not return**
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Match Certification (Attachment H)
(only if applicable to your agency)
- ☐ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Sub-grant Contact Person

Date



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

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

September 19, 2022

Lynn Spruill, Mayor
City of Starkville
110 W. Main Street
Starkville, MS 39759

Subject: Project Number: **21LB2311**
Program: Justice Assistance Grant (JAG)
Effective Date: October 3, 2022

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$3,563.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)`
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items 1 – 13 (*with the exception of item #10*) should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Melinda Padfield at (601) 977-3757.

Sincerely,


Emberly K. Holmes
Office Director

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number: City of Starkville 110 W. Main St. Starkville, MS 39759 662-323-4131 x4128	2. Effective Date: 10/03/22 3. Sub-grant Number: 21LB2311 4. Grant Identifier: 2021-15PBJA-21-00251-MUMU 5. Beginning & Ending Dates: 10/03/2022 thru 03/31/2023 6. Sub-grant Payment Method: Cost Reimbursement ☒ Other:
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7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$3,563.00	75	\$1,187.00	25			\$4,750.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$3,563.00		\$1,187.00				\$4,750.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions
 Standard Assurances
 Certification Regarding Equal Employment
 Civil Rights Compliance Checklist

Civil Rights Training Certification
 Certification Regarding Debarment
 Certification Regarding Lobbying
 Match Certification Form (if applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Lynn Spruill, Mayor City of Starkville

11. Signature: _____ Date: _____ 	12. Signature: _____ Date: _____
--	--

**DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET**

1. Applicant Agency: City of Starkville					
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date		
21LB2311	2021-15PBJA-21-00251-MUMU	10/03/22	03/31/23		
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:		
Funding Sources					
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)
	<u>Byrne/JAG Ineligible Local Jurisdiction</u>	\$3,563.00			\$1,187.00
					\$4,750.00
TOTAL		\$3,563.00			\$1,187.00
					\$4,750.00

**DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency: City of Starkville				Page 1 of 1	
2. Sub-grant Number 21LB2311	3. Grant Identifier Number 2021-15PBJA-21-00251-MUMU	4. Beginning Date 10/03/22	5. Ending Date 03/31/23		
6. Activity: <u>Byrne/JAG Ineligible Local Jurisdiction</u>					
7. DPSP Use Only	8. Category 9. Line Item	10. Description of item and/or Basis for Valuation		11. Budget	
		Federal	All Other	Total	
	Equipment	10 – stop sticks with trays @ \$475.00 ea. = \$4,750.00		\$3,563.00	\$1,187.00
		Total		\$3,563.00	\$4,750.00

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

Name of Agency or Organization

Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: _____ Award Amount \$ _____

Subgrant Project Title:

Organizational Name (Subgrantee or Funded Entity):

Address:

Telephone Number: _____

Subgrantee Duration:

Beginning Date: _____ Ending Date: _____

Project Director's Name, Address and Telephone Number:

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- _____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through

this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date

Typed or Printed Name

Person's Organizational Title

* * * * *

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?
☐ Yes
☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?
☐ Yes – submitted an EEOP Short Form
☐ Yes – submitted a certification
☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

- ☐ Yes
- ☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

- ☐ Yes
- ☐ No

b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

- ☐ Yes
- ☐ No

c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

- ☐ Yes
- ☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

- ☐ Yes
- ☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☐ Yes
- ☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☐ Yes
- ☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☐ Yes
- ☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- ☐ Yes
- ☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

- ☐ Yes

☐ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes

☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

☐ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☐ Yes

☐ No

Name of Agency or Organization (Please Print)

Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

**Office of Justice Programs
Division of Public Safety Planning**

Civil Rights Training Certification Form

The, _____, hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of _____

[County] of _____

Signed [or attested] before me on _____ by _____

(Date) (Names(s) of Individual(s))

Signature of notarial officer
Stamp

Title of office
[My commission expires: _____.]

Authorized Signatory Official

THE OFFICE OF JUSTICE
PROGRAMS

JUSTICE ASSISTANCE GRANT

CIVIL RIGHTS COMPLIANCE

1

THE OFFICE FOR CIVIL RIGHTS
ENFORCES

- Title VI of the Civil Rights Act of 1964 (*race, color, national origin*)
- Section 504 of the Rehabilitation Act of 1973 (*disability*)
- Title II of the Americans with Disabilities Act of 1990 (*disability*)
- Age Discrimination Act of 1975 (*age*)
- Title IX of the Education

2

WHO IS SUBJECT TO THESE
LAWS?

- Any "PROGRAM OR ACTIVITY" that receives financial assistance from the DOJ.
- Program or Activity means all of the operations of an organization receiving federal financial assistance, such as the entire department or office within a state or local government.

3

DISABILITY

- Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability by recipients of federal funding.
- Title II of the Americans with Disabilities Act of 1990 prohibits discrimination on the basis of disability and applies to public entities, whether or not they receive federal funding

7

Under Section 504 and Title II of the ADA

Handicapped (disabled) person means any person who

- has a physical or mental impairment which largely limits one or more major life activities
- has a record of such an impairment, or
- is regarded as having such an impairment

8

RELIGION

Definitions

All aspects of religious practice as well as belief

42 USC 2000e(j)

Includes sincerely held moral or religious convictions

29 CFR 1605.1

9

LEP RESOURCES

www.lep.gov – Contains tips and tools for different types of agencies on how to comply with requirements to provide services to LEP persons.

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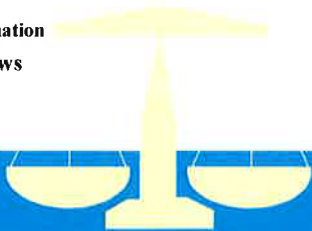
Regulation

- In the event a Federal or State court or Federal or State administrative agency makes a **FINDING OF DISCRIMINATION** after a due process hearing on the ground of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- The recipient will provide an **EQUAL EMPLOYMENT OPPORTUNITY PLAN** if required to maintain one, where the application is for **\$25,000** or more.

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OJP'S CIVIL RIGHTS ENFORCEMENT

- **EEOPs (Equal Employment Opportunity Plans)**
- **Complaints**
- **Findings of Discrimination**
- **Compliance Reviews**



15

**DOES AN AGENCY HAVE TO PREPARE AN
EEOP?**

Depends on . . .

- Funding (Safe Streets Act, VOCA, or JJDPA)
- Status of Organization (e.g., nonprofit)
- Amount of single award
- Number of employees

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**OMNIBUS CRIME CONTROL AND
SAFE STREETS ACT OF 1968
NONDISCRIMINATION PROVISION**

No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.

34 U.S.C. § 10328(c)

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**VICTIMS OF CRIME ACT OF 1984
NONDISCRIMINATION PROVISION**

No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this subchapter.

34 U.S.C. § 20110(e)

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ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

Please do not return

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. & 3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

****These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.**

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;
 The complainant cooperates with the discrimination complaint;
 The complainant cooperates with the enforcement of a discrimination complaint;
 The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

- A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.
- B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

- C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.
- D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.
- E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.
- F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.
- G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint.** Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, , or in person) regarding the said matter.

First Name:

Last Name:

Middle Initial:

Street Address:

City:

State:

Zip Code:

County:

Home Phone: ()

Work Phone: ()

Cell Phone: ()

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ()

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process:

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant

Date

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here_____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Name and Address of Organization

Name of Authorized Individual
Signature and Date

Subgrant Number

Revised May 2012

ATTACHMENT H

Office of Justice Programs Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: _____

Program for which Match is being certified under: _____

Grant Award # _____

The _____, hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount	Type (Cash/In-kind)
1. _____	\$ _____	_____
2. _____	\$ _____	_____
3. _____	\$ _____	_____
4. _____	\$ _____	_____

Signature

Date

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2021 Certification & Assurance by Chief Executive of the Applicant Government
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Certification of Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Discrimination Complaint Policies & Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H) *(if applicable)*

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Sowcase@ojp.usdoj.gov or via the online form at <http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

JAG – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: _____ State (July - June)
(Check One) _____ Federal (October - September)
_____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: _____ Yes _____ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor a random selection of subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

System for Award Management – (SAM) – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.

Employment Eligibility Verification for hiring under the award – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Staff involved in the hiring process - For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Rules of construction – The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explorer/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Restrictions on “lobbying” - Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.

Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient must comply with all applicable requirements (including requirements to report



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at [https://ojp.gov/funding/Explore/ProhibitedConduct - Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act - The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☐ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The _____ (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

Agency's Name

Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

Authorized Official (Signature)

Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 10-18-2022
PAGE: 1 of 4**

SUBJECT: Approval to extend the lease agreement with Harley-Davidson of Central MS for three (3) motorcycles @ \$350 per motorcycle per month until April 2024.

AMOUNT & SOURCE OF FUNDING: 001-201-635-367 as budgeted

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

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

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY: An "updated" agreement previously signed by Harley Davidson Motorcycle manager Homer Orr is attached.

SUGGESTED MOTION:

MOTORCYCLE LEASE CONTINUATION AGREEMENT

This Lease Agreement Continuation is made and entered into this the 18th day of October, 2022, by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and the City of Starkville, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms. 39759 for the continued lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

1. TERM OF LEASE: The term of this Lease Continuation shall be for a period until April 21, 2024. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement.

1.A Vehicle can also be purchased at the end of the lease.

2. PAYMENT: Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.

3. MISCELLANEOUS: Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ N/A per vehicle.

4. MAINTENANCE, REPAIRS and OPERATING EXPENSES: Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s). Any and all invoices or copies of the original invoices for services performed anywhere other

than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. USE and SUBLEASING: Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. INSURANCE: During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. NOTICE of ACCIDENTS and COOPERATION: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. INDEMNIFICATION: Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. LIMITATION of LIABILITY: Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

10. RETURN of THE VEHICLE(S): At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the _____ day of _____, 2022.

HARLEY DAVIDSON OF CENTRAL MISSISSIPPI

3509 I-55 SOUTH

JACKSON, MS. 39212

601-372-5770

By: _____



Homer Orr, Manager Police/
Fleet Sales and Leasing

Office/Lessee

By: _____

Title: _____



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

AGENDA ITEM NO:
AGENDA DATE: October 18, 2022
PAGE: 1

SUBJECT: Request authorization to approve Change Order #2 in the amount of \$4,756 design changes for the Terex Digger Truck.

AMOUNT & SOURCE OF FUNDING: 2022-2023 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

Starville Utilities ordered a Terex digger truck in January of 2021 with an anticipated lead time of 24 months. Attached is the change order due to design changes to the truck. It is anticipated to be delivered on December 2022.

SUGGESTED MOTION:

Move approval of Change Order #2 in the amount of \$4,756 design changes for the Terex Digger Truck.



Terex South Dakota, Inc.
3140-15th Ave SE, Watertown, SD 57201
Account Manager - Justin Pinkalla
Originator - Les Boehm

Drawing Approval Change Order
09/21/2022

STARKVILLE ELECTRIC DEPT.
Starkville Electric Department
605 HWY 182 EAST
STARKVILLE, MS 39759

C/O Number: 4472-0
Quote Number: QU14572
PO Number: QU14572

Units included in this change order: DK76060

Item	Description	Price
1	CHANGE: Model year change from 2022 to 2023	\$1,435.00
2	CHANGE: Rear winch to Braden 30k Winch and mount between the frame rails.	-\$900.00
3	DELETE: Platform Storage	-\$178.00
4	CHANGE: Lower curbside go-light and strobe light to mimic streetside.	\$0.00
5	ADD: A aluminum transverse box between cab and front outrigger 30" wide x 40" tall x 94" long. With vertical door on each side chain stops and paddle latches. Front section to have three thru shelves rear half to be open.	\$5,599.00
6	DELETE: Aluminum punch metal box.	-\$1,200.00
Price Per Unit:		\$4,756.00
Number of Units:		1
Grand Total:		\$4,756.00

Customer agrees that the Terex Utilities, Inc. terms and conditions of sale (which customer hereby acknowledges it has received) govern this transaction, are binding on the parties, and supersede any conflicting terms contained in any other document.

Accepted by _____ Date _____

Seperate Invoice? Yes___ No___



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

AGENDA ITEM NO:
AGENDA DATE: October 18, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Stuart Irby for FR Uniform pants for the Electric division in the amount of \$5,346.72.

AMOUNT & SOURCE OF FUNDING: 2022 Budget

<u>FISCAL NOTE:</u> 2 Quotes Received	Stuart Irby	\$5346.72
	T&C Marketing	\$7334.78

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

See the attached quotes

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Stuart Irby for FR Uniform pants for the Electric division in the amount of \$5,346.72.



A Sonapar Company

STUART C IRBY BR13 JACKSON MS
815 IRBY DRIVE
DELIVER TO DOCK DOOR # 11
JACKSON MS 39201
601-960-7381 Fax 601-960-4306

Quotation

QUOTE DATE	ORDER NUMBER
09/27/22	5013213709
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30304	1

SOLD TO:
CTY-STARKVILLE ELECT DPT
605 DR MLK JR DRIVE EAST
STARKVILLE, MS 39759-0000

SHIP TO:
CTY-STARKVILLE ELECT DPT
605 HIGHWAY 182 EAST
STARKVILLE, MS 39759-8779
662-323-3133

ORDERED BY: COLBY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
28812				8200020169 9/2015		Brian Moak	
INSIDE SALESPERSON		REQD DATE		FRIHT ALLND		SHIP VIA	
Charles G Sm		10/28/22		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UM	Ext Amt
6EA		1	CARH FRB13-DNM-36-34 M FR SIGNATUR DENIM DUNGAREE DENIM SIZE 36 - 34			60.000EA	360.00
6EA		2	CARH FRB13-DNM-38-36 M FR SIGNATUR DENIM DUNGAREE DENIM SIZE 38-36			60.000EA	360.00
6EA		3	CARH FRB13-DNM-34-30 M FR SIGNATUR DENIM DUNGAREE DENIM SIZE 34 - 30			60.000EA	360.00
6EA		4	MISC. BID ITEM (PRICING PER EA) PNTB1SD38X30; TECGEN FR Summer Weight Dungarees			74.530EA	447.18
6EA		5	MISC. BID ITEM (PRICING PER EA) PNTB1SD40X30;TECGEN FR Summer Weight Dungarees			74.530EA	447.18
6EA		6	MISC. BID ITEM (PRICING PER EA) PNTB1SD40X32;TECGEN FR Summer Weight Dungarees			74.530EA	447.18
6EA		7	MISC. BID ITEM (PRICING PER EA) PNTB1SD38X32;TECGEN FR Summer Weight Dungarees			74.530EA	447.18
6EA		8	WRAN FR42MWD-40-32 FR VINTAGE BOOT CUT 20X DK WASH SIZE: 40-32			59.000EA	354.00
6EA		9	WRAN FR42MWD-40-34 FR VINTAGE BOOT CUT 20X DK WASH SIZE: 40-34			59.000EA	354.00
6EA		10	WRAN FR42MWD-34-32 FR VINTAGE BOOT CUT 20X DK WASH SIZE: 34-32			59.000EA	354.00
12EA		11	WRAN FR42MWD-34-34 FR VINTAGE BOOT CUT 20X DK WASH SIZE: 34-34			59.000EA	708.00
6EA		12	WRAN FR42MWD-32-30 FR VINTAGE BOOT CUT 20X DK WASH SIZE: 32-30			59.000EA	354.00
*** Continued on Next Page ***							

** Reprint ** Reprint ** Reprint **



STUART C IRBY BR13 JACKSON MS
813 IRBY DRIVE
DELIVER TO DOCK DOOR # 11
JACKSON MS 39201
601-960-7381 Fax 601-960-4306

Quotation

QUOTE DATE	ORDER NUMBER
09/27/22	6013213709
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 74001 ATLANTA GA 30384	2

SOLD TO:
CTY-STARKVILLE ELECT DPT
605 DR MLK JR DRIVE EAST
STARKVILLE, MS 39759-0000

SHIP TO:
CTY-STARKVILLE ELECT DPT
605 HIGHWAY 182 EAST
STARKVILLE, MS 39759-8779
662-323-3133

ORDERED BY: COLBY

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON		
28812		8200020169 9/2015	Brian Moak		
INSIDE SALESPERSON		REQD DATE	FRIGHT ALLOW	SHIP VIA	
Charles G Sm		10/28/22	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prct/UM	Ext Amt
6EA		13	WRAN FR42MWD-32-32 FR VINTAGE BOOT CUT 20X DK WASH SIZE: 32-32 ALL ITEMS ARE FACTORY STOCK	59.000EA	354.00
* This is a quotation *				Subtotal	5346.72
Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing. FOR PRODUCT AND SERVICE ARE SUBJECT TO, AND GOVERNED BY/STARKVILLE, MS, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms				S&H CHGS	0.00
				Sales Tax	0.00
				TOTAL	5346.72

** Reprint ** Reprint ** Reprint **



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

AGENDA ITEM NO:
AGENDA DATE: October 18, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Nesco for FR Uniform shirts for the Electric division in the amount of \$8,281.36.

AMOUNT & SOURCE OF FUNDING: 2022 Budget

<u>FISCAL NOTE:</u> 2 Quotes Received	Nesco	\$8281.36
	T&C Marketing	\$10,052.64

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

See the attached quotes

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Nesco for FR Uniform shirts for the Electric division in the amount of \$8,281.36.



NESCO ELECTRICAL DISTRIBUTORS
511-A HWY 182 WEST
STARKVILLE, MS 39759-1411
662-324-0386 Fax 662-324-0387

Quotation

QUOTE DATE	QUOTE NUMBER
09/16/22	S2550572
ORDER TO:	
NESCO ELECTRICAL DISTRIBUTORS	
511-A HWY 182 WEST	
STARKVILLE, MS 39759-1411	
662-324-0386 Fax 662-324-0387	
PAGE NO.	2

QUOTE TO:
 STARKVILLE UTILITIES DEPT
 605 DR MLK JR EAST
 STARKVILLE, MS 39759

SHIP TO:
 STARKVILLE ELECTRIC DEPT
 STARKVILLE, MS 39759

CUSTOMER NUMBER	CUSTOMER PRICE NUMBER	JOB/RELEASE NUMBER	SALSPERSON
2579	QUOTE/SHIRTS		RAY COOK
WITTE	PRESENT ALLOWED	SHIP VIA	TERMS
RAY COOK	No	BID	Net 10th Prox
ORDER DATE	DESCRIPTION	REQ'D DATE	ORDER DATE
	***** COMPANY LOGO (I UESUS) ***** *** Above not returnable ini ____ **		10/10/22 09/16/22

*** This is a quotation ***

Quote Total 8281.36

Please read this list of material carefully. Only the material listed will be furnished at these prices.
 Prices are firm for acceptance for 30 days, except for commodity items, which are subject to change daily.
 This quotation is quoted f.o.b. shipping point and is void if changed. Prices quoted are subject to sales tax
 and freight charges if applicable.



Starkville Utilities Quote

290 Commerce Dr. Suite B
Ridgeland, MS 39157
769-300-0860

Name	Item #	Description	Color	Brand	Qty	Size	Price	Total
Jacob Nelson	SHRA3TGV-MDRG	FR Premium Vented Shirt	Khaki	TECGEN	6	M	\$ 103.08	\$ 618.48
Josh Lanier	SHRA3TGV-MDRG	FR Premium Vented Shirt	Khaki	TECGEN	6	M	\$ 108.58	\$ 651.48
Kaleb Harris	SHRA3TGV-LGRG	FR Premium Vented Shirt	Khaki	TECGEN	6	L	\$ 108.58	\$ 651.48
Aubrey Long	SHRA3TGV-LGRG	FR Premium Vented Shirt	Khaki	TECGEN	6	L	\$ 108.58	\$ 651.48
Gade Chamblee	SHRA3TGV-LGRG	FR Premium Vented Shirt	Khaki	TECGEN	6	L	\$ 108.58	\$ 651.48
Edward Kemp	SHRA3TGV-LGRG	FR Premium Vented Shirt	Khaki	TECGEN	1	L	\$ 108.58	\$ 108.58
Jason Homer	SHRA3TGV-XLRG	FR Premium Vented Shirt	Khaki	TECGEN	6	XL	\$ 108.58	\$ 651.48
David Leal	SHRA3TGV-XLRG	FR Premium Vented Shirt	Khaki	TECGEN	6	XL	\$ 108.58	\$ 651.48
Brad Scarbrough	SHRA3TGV-XLRG	FR Premium Vented Shirt	Khaki	TECGEN	6	XL	\$ 108.58	\$ 651.48
Shasta Plunkett	SHRA3TGV-XLSH	FR Premium Vented Shirt	Khaki	TECGEN	6	XL (short)	\$ 108.58	\$ 651.48
David Hatfield	SHRA3TGV-2XRG	FR Premium Vented Shirt	Khaki	TECGEN	6	2X	\$ 118.88	\$ 713.28
John Rogers	SHRA3TGV-2XRG	FR Premium Vented Shirt	Khaki	TECGEN	6	2X	\$ 118.88	\$ 713.28
Tre Samuel	SHRA3TGV-2XRG	FR Premium Vented Shirt	Khaki	TECGEN	6	2X	\$ 118.88	\$ 713.28
Orlando Smith	SHRA3TGV-2XTL	FR Premium Vented Shirt	Khaki	TECGEN	6	2X (tall)	\$ 130.32	\$ 781.92
Randall Chriswell	SHRA3TGV-3XRG	FR Premium Vented Shirt	Khaki	TECGEN	6	3X	\$ 118.88	\$ 713.28
		Price includes Starkville Utilities Logo						
		Terms and Conditions:			85		SUBTOTAL	\$ 9,573.94
		Price Quote valid through October 31, 2022					Estimated S&H	\$ 478.70
		Price includes embroidery Left chest Logo					Tax	Exempt
		Price includes Pack by Man					Total	\$ 10,052.64



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

AGENDA ITEM NO:
AGENDA DATE: October 18, 2022
PAGE: 1

SUBJECT: Request authorization to accept the quote from Anixer for 64 water modules, a sole source provider, in the amount of \$5,609.60

AMOUNT & SOURCE OF FUNDING: 2022 Budget

FISCAL NOTE: Attached is the sole source letter from Wesco/ Anixer

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

See the attached quote

SUGGESTED MOTION:

Move approval to accept the quote from Anixer for 64 water modules, a sole source provider, in the amount of \$5,609.60



6423 Shelby View Dr.
Suite 108
Memphis, TN 38134

Phone: 901.531.1500
Fax: 901.527.7721

www.anixterpowersolutions.com

Quotation: U00704791.01

To: **STARKVILLE UTILITIES DEPT.**
605 HWY 182 EAST
DEPT OF ELECTRICITY
STARKVILLE, MS 39759

Attn: **RUSSELL**

Phone:

Fax: **6623233273**

Issued Date: **Oct 05, 2022**

Expiration Date: **Nov 02, 2022**

Sales Contact: **Amber Coon**

(P)

(F)

amber.coon@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		EW202200000-STARKVILLE ELS EW202200000 WATER MOD EA WATER V3 - PIT DEL: STOCK	64	87.650	EA	5,609.60

SECTION TOTAL: \$5,609.60

QUOTE TOTAL: \$5,609.60

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>



Wesco / Anixter is the sole source provider for Honeywell / Elster for this region.