



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
November 1, 2022**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
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

REGULAR MEETING OF TUESDAY, NOVEMBER 1, 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 OCTOBER 4, 2022 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 14, 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

STUDENTS FOR A SUSTAINABLE CAMPUS – EMMA VAN EPPS

SOUTH MONTGOMERY TRAFFIC STUDY – STARKVILLE CHURCH OF GOD
PASTOR DENNIS LAUGHLIN

VIII. PUBLIC HEARINGS

1. PUBLIC HEARING AND CONSIDERATION OF VA 22-13: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS LOCATED AT 216 INDUSTRIAL PARK ROAD IN AN I ZONING DISTRICT.

2. PUBLIC HEARING AND CONSIDERATION OF VA 22-14: A REQUEST FOR A VARIANCE TO DEVIATE FROM SETBACK REQUIREMENTS FOR AN ACCESSORY STRUCTURE LOCATED AT 230 BANCROFT AVENUE IN TN-N ZONING DISTRICT.

IX. MAYOR’S BUSINESS

1. CONSIDERATION OF FIRST AMENDED 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.

2. CONSIDERATION OF THE LONG TERM LEASE OF 2 +/- ACRES FOR THE EXPANSION OF THE HUMANE SHELTER FACILITIES AND OPERATIONS.
3. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH OKTIBBEHA COUNTY TO PROVIDE RESIDENTIAL TRASH/GARBAGE SERVICES ON AN AS NEEDED AND MUTUALLY AGREED UPON BASIS WITH A REEVALUATION OF THE CITY COSTS AT THE END OF A 2 MONTH PERIOD.

X. BOARD BUSINESS

1. CONSIDERATION OF CURBSIDE RECYLING.
2. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000.00, 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; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF CHANGE ORDER # 1 FROM TABOR CONSTRUCTION AND DEVELOPMENT OF MS FOR GRADING EXCESS DIRT IN THE AMOUNT OF \$4,838.40 FROM THE 2022 DMOT MM-0068-1022 GRANT AT GEORGE M. BRYAN FIELD.
2. REQUEST APPROVAL OF AWARDDING CONTRACT A TO THE LOW BIDDER ERECT-A-TUBE IN THE AMOUNT OF \$228,712.00 TO MANUFACTURE & DELIVER A CORPORATION HANGAR INCLUDING THE DOOR AT GEORGE M. BRYAN FIELD FUNDED FROM THE 2022 MDOT MULTI-MODAL GRANT MM-000068-1022, THE FAA AIG GRANT AND UP TO 2.5% MATCH FROM THE AIRPORT.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AN ENGINEERING SERVICES CONTRACT WITH NEEL SCHAFER FOR THE BUILD GRANT PROJECT CONSTRUCTION ENGINEERING AND INSPECTION (CE&I), AND AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL PENDING MDOT APPROVAL.
2. CONSIDERATION OF APPROVING SUMMARY CHANGE ORDER #1 FOR THE 2022 STREET IMPROVEMENT PROJECT IN THE AMOUNT OF \$352,128.33 TO INCLUDE NECESSARY ASPHALT AND STRIPING IMPROVEMENTS FOR ROADS INCLUDING WEST GARRARD, UNIVERSITY AND SOUTH MONTGOMERY.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CORNERSTONE BLVD. ENTRANCE LANDSCAPING PROJECT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CORNERSTONE BLVD. PAVEMENT OVERLAY PROJECT FROM HWY 25 TO NEW CORNERSTONE PARK ENTRANCE.
5. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 IN THE AMOUNT OF \$65,439.92 FOR THE SPORTSPLEX DRAINAGE FOR ADJUSTMENTS TO FINAL QUANTITIES, ELECTRICAL REPAIRS, AND DRAINAGE BOX ADJUSTMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 25, 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.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW PRESTON NEWMAN AND RYAN CLASSEN TO TRAVEL TO SAVANNAH, TN FOR THE 14TH ANNUAL TN RIVER TRAINING WEEKEND, NOVEMBER 4 – 6, 2022. AT AN APPROXIMATE COST OF \$1,100.00 (TRAVEL, MEALS, REGISTRATION AND HOTEL).

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE NICHOLAS EVANS, HAYDEN PIERCE, SHANE RUSSELL, AND KHAMAL WILLIAMS AS ENTRY LEVEL FIREFIGHTERS AND COLTON BIRMINGHAM AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUESTING AUTHORIZATION TO REJECT BIDS RECEIVED OCTOBER 13, 2022 AND RE-ADVERTISE FOR THREE CONCESSION STAND TRAILERS FOR CORNERSTONE PARK.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO APPLY, AND ACCEPT IF AWARDED, A WALMART COMMUNITY GRANT IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000) TO BE USED IN THE AREA OF PUBLIC SAFETY TECHNOLOGY ADVANCEMENT.
- b. REQUEST PERMISSION TO PURCHASE ONE (1) STATIONARY AUTOMATED LICENSE PLATE READER THROUGH THE 100% REIMBURSABLE HOMELAND SECURITY SUBGRANT. THE PREFERRED OF THE TWO QUOTES BEING VIGILANT / MOTOROLA SOLUTION'S L6Q. THE COST OF THE SYSTEM BEING \$9,615.00.
- c. REQUEST PERMISSION TO ACCEPT THE ENTERPRISE SERVICE AGREEMENT FOR VIGILANT SOLUTIONS, AUTOMATED LICENSE PLATE READER FOR THE HOT SPOT GRANT PURCHASE OF A VEHICLE AUTOMATED LICENSE PLATE READER PREVIOUSLY APPROVED BY THE BOARD.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 514 WEST MAIN STREET WITH PARCEL NUMBER 118O-00-233.00 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 STRUCTURE LOCATED AT 104 WINDSOR RD. WITH PARCEL NUMBER 118H-00-113.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 107 EAST GILLESPIE STREET WITH PARCEL NUMBER 102A-00-087.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE DOWNTOWN WATER AND SEWER REPLACEMENT PROJECT.

2. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19, FROM TRANSARMOUR TO REBUILD 20 TRANSFORMERS AT A COST OF \$26,557.00

3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM WREN BODY WORKS LLC FOR A UTILITY BED FOR A FORD F-250 IN THE AMOUNT OF \$10,547.00.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WREN BODY WORKS LLC FOR A UTILITY BED FOR A FORD F-350 IN THE AMOUNT OF \$10,547.00.

5. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDED THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2023 THROUGH JUNE 30, 2023 AS WELL AS JULY 1, 2023 THROUGH DECEMBER 31, 2023.

6. REQUEST AUTHORIZATION TO DECLARE EXCESS CULVERTS, BRIDGE COMPONENTS, AND OTHER MATERIALS NOT ON INVENTORY AS SURPLUS AND TO AUCTION ON GOVDEALS.

7. REQUEST AUTHORIZATION TO RENEW ASSET ESSENTIALS SOFTWARE LICENSE AGREEMENT FROM BRIGHTLY SOLUTIONS.

8. REQUEST AUTHORIZATION TO PURCHASE F350 CHASSIS-60" CAB TO AXLE FOR REPLACEMENT OF VEHICLE 128 IN THE AMOUNT OF \$40,401.00 AND REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WREN BODY WORKS LLC FOR THE BED ASSEMBLY AND INSTALLATION FOR THE SERVICE TRUCK FOR WASTEWATER IN THE AMOUNT OF \$29,782.11.

9. REQUEST AUTHORIZATION TO ACCEPT THE BEST QUOTE FROM MICHAEL BOX FOR COLLEGE VIEW PUMP STATION REMOVAL IN THE AMOUNT OF \$39,647.68.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 15, 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: 11-1-22
PAGE: 1 of 23

SUBJECT: Request approval of the minutes of the October 4, 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 October 4, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 4, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 4, 2022 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Carver asked that Community Development Item 1 (AA 22-01) be added to consent.

Mayor Spruill asked to remove Mayor's Business Item C (Bulldog Bash) in that insurance had been received.

There being no additional 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 Rupp offered a motion, duly seconded by Alderman Brooks, to approve the October 4, 2022 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, OCTOBER 4, 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 6, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 16, 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 HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 22-12: A REQUEST FOR A VARIANCE FROM STORMWATER AND PARKING SETBACK REQUIREMENTS AT UNIVERSITY CROSSING SHOPPING CENTER ON THE SOUTHWEST CORNER OF HIGHWAY 12 EAST AND SPRING STREET IN A C ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF DECLARING THE BUILDING SERVING AS THE FORMER HUMANE SOCIETY SHELTER AS ABANDONED, DILAPIDATED, AND NO LONGER USED OR NEEDED FOR PUBLIC PURPOSES, AND AUTHORIZING ITS DEMOLITION BY THE CITY THROUGH THE USE OF IN-KIND SERVICES, AND DISPOSAL OF DEMOLISHED MATERIALS PURSUANT TO MISS. CODE ANN. §17-25-25(5) GIVEN THAT SUCH MATERIALS WILL HAVE NO SALVAGE VALUE.

B. CONSIDERATION TO APPOINT NANCY HARGROVE, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE LIBRARY BOARD OF TRUSTEES FOR A TERM APPOINTMENT OF OCTOBER 1, 2022 - SEPTEMBER 30, 2027.

~~C. CONSIDERATION OF REAPPROVAL OF THE SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2022 BULLDOG BASH ON OCTOBER 21ST AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.~~

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF AA 22-01: A REQUEST FOR AN ADMINISTRATIVE APPEAL OF STAFF'S DECISION TO REQUIRE A BOULEVARD TYPE ROAD FOR THE FUTURE ACCESS ROAD FOR THE ROW DEVELOPMENT ON THE WEST SIDE WALMART NEIGHBORHOOD MARKET.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE BUILD GRANT ON-CORRIDOR PROJECT PENDING MDOT AUTHORITY TO ADVERTISE NOTIFICATION AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY MDOT REQUIRED PAPERWORK.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF 9/30/22 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. REQUEST APPROVAL OF 2022 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW THE STARKVILLE FIRE DEPT TO DEVELOP A STUDENT FIREFIGHTER PROGRAM.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ZALEN BROWN, GENE KING AND DANIEL TRIPLETT AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
2. REQUEST APPROVAL OF THE PROMOTION OF CHASE BAIR TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE KENNETH VAXTER AS A POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE AARON BROWNLEE AS A WASTEWATER OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE DON BLACKWELL AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE HUNTER HUGHES AS A PART TIME CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CONSIDERATION TO PURCHASE ONE TWENTY-FIVE-YARD REAR LOADER GARBAGE TRUCK FROM SANSOM EQUIPMENT COMPANY, INC., THE LOWEST QUOTE OF \$247,024.00, AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING WITHIN THIRTY DAYS OF DELIVERY.

2. CONSIDERATION OF RADIATOR REPLACEMENT AND ENGINE REPAIRS TO THE 2020 PETERBILT 520 MACK GARBAGE TRUCK FROM DOBBS PETERBILT IN THE AMOUNT OF \$8,253.82.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM CONTROL SYSTEMS, INC. FOR A 16" WASTEMASTER MAGNETIC FLOWMETER FOR THE TRIM CANE PUMP STATION IN THE AMOUNT OF \$7,870.00.

2. REQUEST APPROVAL TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR SOFTWARE SOLUTIONS FOR CUSTOMER INFORMATION SYSTEMS FOR STARKVILLE UTILITIES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Personnel

XV. OPEN SESSION

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

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Consent items 2 – 19:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 6, 2022 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 6, 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 16, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 16, 2022 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF DECLARING THE BUILDING SERVING AS THE FORMER HUMANE SOCIETY SHELTER AS ABANDONED, DILAPIDATED, AND NO LONGER USED OR NEEDED FOR PUBLIC PURPOSES, AND AUTHORIZING ITS DEMOLITION BY THE CITY THROUGH THE USE OF IN-KIND SERVICES, AND DISPOSAL OF DEMOLISHED MATERIALS PURSUANT TO MISS. CODE ANN. §17-25-25(5) GIVEN THAT SUCH MATERIALS WILL HAVE NO SALVAGE VALUE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of of declaring the building serving as the former Humane Society and dog pound as abandoned, dilapidated and no longer used or needed for public purposes and authorizing its demolition by the city through the use of in-kind services, and disposal of demolished materials pursuant to Miss. Code Ann. §17-25-25(5) given that such materials will have no salvage value” is enumerated, this consent item is thereby approved.

5. CONSIDERATION TO APPOINT NANCY HARGROVE, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE LIBRARY BOARD OF TRUSTEES FOR A TERM APPOINTMENT OF OCTOBER 1, 2022 - SEPTEMBER 30, 2027.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to appoint Nancy Hargrove to fill a vacancy with the Library Board of Trustees for a term appointment of October 1, 2022 - September 30, 2027” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF AA 22-01: A REQUEST FOR AN ADMINISTRATIVE APPEAL OF STAFF’S DECISION TO REQUIRE A BOULEVARD TYPE ROAD FOR THE FUTURE ACCESS ROAD FOR THE ROW DEVELOPMENT ON THE WEST SIDE OF THE WALMART NEIGHBORHOOD MARKET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of AA 22-01: a request for an administrative appeal of Staff’s decision to require a boulevard type road for the future access road for the ROW development on the west side of the Walmart Neighborhood Market” is enumerated, this consent item is thereby approved and a boulevard type road shall not be required at that location.

7. CONSIDERATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE BUILD GRANT ON-CORRIDOR PROJECT PENDING MDOT AUTHORITY TO ADVERTISE NOTIFICATION AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY MDOT REQUIRED PAPERWORK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for construction bids for the BUILD Grant on-corridor project pending MDOT authority to advertise notification and authorization for the Mayor to sign any MDOT required paperwork” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO APPROVE THE 2022 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the 2022 Municipal Compliance Questionnaire” is enumerated, this consent item is thereby approved.

The Questionnaire follows this page.

9. CONSIDERATION TO ALLOW THE STARKVILLE FIRE DEPT TO DEVELOP A STUDENT FIREFIGHTER PROGRAM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to allow the Starkville Fire Department to develop a Student Firefighter Program which will allow up to three full-time students to also become full-time firefighters” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE ZALEN BROWN, GENE KING AND DANIEL TRIPLETT AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Zalen Brown, Gene King, and Daniel Triplett as Entry Level Firefighters” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE PROMOTION OF CHASE BAIR TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Chase Bair to the rank of Sergeant in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE KENNETH VAXTER AS A POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Kenneth Vaxter as a Police Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

____ City of Starkville _____
____ 110 West Main St, Starkville, MS 39759 _____

2. List the date and population of the latest official U.S. Census or most recent official census:

____ 2020 census— 25,997 plus 2022 annexation area - 1,324 = 27,321 _____

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

____ See Attached (Appendix A) _____

4. Period of time covered by this questionnaire:

From: October 1, 2021 To: September 30, 2022

5. Expiration date of current elected officials' term: June 30, 2025

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2022

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|--|-----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | <u>Y</u> |
| 5. Are all required personnel covered by appropriate surety bonds? | |
| . Board or council members (Sec. 21-17-5) | <u>Y</u> |
| Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| Municipal clerk (Section 21-15-38) | <u>Y</u> |
| Deputy clerk (Section 21-15-23) | <u>Y</u> |
| Chief of police (Section 21-21-1) | <u>Y</u> |
| Deputy police (Section 45-5-9) (if hired under this law) | <u>NA</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)

Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July? (Section 21-35-25)

Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) NA
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y

7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____Y_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____Y_____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	703 Greensboro St	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
Alderman Ward 3	Jeffrey Rupp	108 Oakmont Road	662-364-7021
Alderman Ward 4	Mike Brooks	106 Shotts Ave	662-418-8978
Alderman Ward 5	Hamp Beatty	112 St Charles Ave	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Chris Latimer	215 N. 5th St / 39701	662-245-5132

**CITY OF
STARKVILLE, MS**

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2022

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

13. CONSIDERATION TO HIRE AARON BROWNLEE AS A WASTEWATER OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Aaron Brownlee as a Wastewater Operator” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE DON BLACKWELL AS AN AIRCRAFT LINEMAN (FBO) AT THE STARKVILLE AIRPORT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Don Blackwell as an Aircraft Lineman (FBO) at the Starkville Airport” is enumerated, this consent item is thereby approved.

15. APPROVAL TO HIRE HUNTER HUGHES AS A PART TIME CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Hunter Hughes as a Civil Engineer Intern in the Engineering Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO PURCHASE ONE TWENTY-FIVE-YARD REAR LOADER GARBAGE TRUCK FROM SANSOM EQUIPMENT COMPANY, INC., THE LOWEST QUOTE OF \$247,024.00, AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING WITHIN THIRTY DAYS OF DELIVERY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase one Twenty-Five-yard rear loader garbage truck for the Sanitation & Environmental Services Department from Sansom, the lowest bid of \$247,024.00 and authorize the City Clerk to advertise for financing within thirty days of delivery” is enumerated, this consent item is thereby approved.

Southern Procurement, Inc						
City of Starkville - Refuse Truck Bid Event						
Reverse Auction :	City of Starkville Refuse Truck Bid Event					
Lot :	Refuse Trucks					
Total Participant(s):	18					
Number of Item(s):	4					
Total Bids:	27					
Start Date (US/Central):	06/22/22					
Item Description	Qty.	Ingram Equipment Company, LLC	Hol-mac Corporation	Burroughs Diesel	Sansom Equipment Company Inc	Sansom Equipment Company
25 Yard Rear Loader	1.00	\$257,846.00	\$268,000.00	\$277,855.00	\$286,152.00	\$247,024.00
25 Yard Rear Loader - Delivery Time - In Days	1.00	90	225	210	195	85
11 Yard Rear Loader	1.00	N/A	N/A	N/A	\$137,486.00	\$182,206.00
11 Yard Rear Loader - Delivery Time - In Days	1.00	N/A	N/A	N/A	120	150

17. CONSIDERATION OF RADIATOR REPLACEMENT AND ENGINE REPAIRS TO THE 2020 PETERBILT 520 MACK GARBAGE TRUCK FROM DOBBS PETERBILT IN THE AMOUNT OF \$8,253.82.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of radiator replacement and engine repairs to the 2020 Peterbilt 520 Mack garbage truck from Dobbs Peterbilt in the amount of \$8,253.82 which includes labor and parts” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM CONTROL SYSTEMS, INC. FOR A 16” WASTEMASTER MAGNETIC FLOWMETER FOR THE TRIM CANE PUMP STATION IN THE AMOUNT OF \$7,870.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Control Systems, Inc. for a 16” Wastemaster Magnetic Flowmeter for the Trim Cane Pump Station in the amount of \$7,870.00” is enumerated, this consent item is thereby approved.

Two Quotes: CSI -\$7,870 and Gulf States - \$8,027

19. CONSIDERATION TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR SOFTWARE SOLUTIONS FOR CUSTOMER INFORMATION SYSTEMS FOR STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 4, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for RFPs for Software solutions for Customer Information Systems for Starkville Utilities” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill introduced the following new employees: Miles Chamblee, Emilia Montgomery and Tyler Peters – Utilities; Shenika Eppenger and Bridgett Young – Court; Morial Bonner and Ralph Weeks – Sanitation; Alliyah Bradford and Kendle McKinstry, Police Dispatchers and Quevandas Smith - Certified Police Officer. Mayor Spruill then invited everyone to Friday’s Tailgate the Town event from 11am – 1 pm. SEC Nation will be in Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver asked the Fire Chief to give a brief overview of how the Starkville Student Firefighter Program would work and how students could apply.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked all the City departments for keeping citizens safe. He noted October and Halloween can be the most dangerous times of the year and encouraged all to stay safe.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 22-12: A REQUEST FOR A VARIANCE FROM STORMWATER AND PARKING SETBACK REQUIREMENTS AT UNIVERSITY CROSSING SHOPPING CENTER ON THE SOUTHWEST CORNER OF HIGHWAY 12 EAST AND SPRING STREET IN A C ZONING DISTRICT.

Cody Burnett, City Engineer and Daniel Havelin, City Planner, presented an overview of VA 22-12: a request for a variance from stormwater and parking setback requirements at University Crossing Shopping Center on the southwest corner of Highway 12 East and Spring Street in a C zoning district. The applicant is proposing to expand an existing building at the north east corner of the site.

Mayor Spruill opened the Public Hearing.

John Granberry on behalf of Highway 12 East, LLC, the applicant, addressed the Board and gave an overview of the design and thanked the City for their consideration.

Michelle Chesten of the adjoining Southdale subdivision, noted there is a drainage problem in that area but has met with the developer to discuss solutions, and expressed no opposition to the requested variance.

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

20. CONSIDERATION OF AUTHORIZING VA 22-12: A REQUEST FOR A VARIANCE FROM STORMWATER AND PARKING SETBACK REQUIREMENTS AT UNIVERSITY CROSSING SHOPPING CENTER ON THE SOUTHWEST CORNER OF HIGHWAY 12 EAST AND SPRING STREET IN A C ZONING DISTRICT.

Alderman Brooks, duly seconded by Alderman Carver, offered a motion approving VA 22-12: a request for a variance from stormwater and parking setback requirements at University Crossing Shopping Center on the southwest corner of Highway 12 East and Spring Street in a C zoning district based on the Board packet materials and public hearing presentation. 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.

21. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 30, 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	\$ 184,719.80
Airport Fund	015	2,375.10
Sanitation	022	19,222.97
Park and Rec Tourism	375	10,000.00
Park Bond - 2020	380	721,250.35
Sub Total Before Utilities		\$ 937,568.22
Utilities Dept.	SED	184,405.81
Total Claims	Total	\$ 1,121,974.03

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

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

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

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

23. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

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

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

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

The Mayor invited the public back in and then announced that the Board had decided not to go into Executive Session.

24. MOTION TO APPROVE THE RECOMMENDATION OF CHIEF BALLARD TO SUSPEND A STARKVILLE POLICE OFFICER FOR ONE DAY WITHOUT PAY, TO PLACE HIM ON SIX MONTHS' PROBATION, AND DEPARTMENT MANDATED COUNSELING.

Alderman Carver offered a motion, which was duly seconded by Alderman Sistrunk, to accept the recommendation of Chief Ballard to suspend a Starkville police officer for three days without pay, to place him on six months' probation, and for the officer to attend sensitivity training and counseling. 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.

25. MOTION TO RECESS UNTIL OCTOBER 18, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, for the Board of Aldermen to recess the meeting until October 18, 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 1st DAY OF NOVEMBER, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
October 14, 2022**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, October 14, 2022 at 11:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderman Sandra Sistrunk, Alderman Jeffery Rupp, Aldermen Mike Brooks and Alderman Henry Vaughn. Attending the Board were Attorney Chris Latimer and Grants Coordinator Deputy Clerk Joanna McLaurin.

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

Kevin Stafford of Neel-Schafer presented an overview of the regional master transportation study as it relates to Starkville and the South Montgomery traffic study.

During the work session, the Mayor and Board discussed items on the upcoming October 18, 2022 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2022.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN, DEPUTY CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
OCTOBER 14, 2022
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY KEVIN STAFFORD OF NEEL-SCHAFER OF THE REGIONAL MASTER TRANSPORTATION STUDY AS IT RELATES TO STARKVILLE AND THE SOUTH MONTGOMERY TRAFFIC STUDY.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE OCTOBER 14, 2022, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, OCTOBER 14, 2022**

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

The public and media are invited to attend.

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



THE CITY OF STARKVILLE

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

REQUEST FOR PUBLIC APPEARANCE

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

I, Emma Van Epps (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

This past Saturday, October 22nd, Students for a Sustainable Campus held its 4th annual Climate March. We have assembled a document outlining our demands and ideas for the city, and we would like to present this document to the Board of Aldermen to discuss how these ideas can be implemented.

Contact Information:

Name: Emma Van Epps
Group Representing: Students for a Sustainable Campus at MSU
Address: 385 College View Dr Apt A 221
Starkville MS 39759
Phone: (901) 486-7827
Email: emma.vanepps424@gmail.com



THE CITY OF STARKVILLE

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

REQUEST FOR PUBLIC APPEARANCE

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

I, Dennis Laughlin (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Traffic Study for South Montgomery as it
relates to Starkville Church of God.

Contact Information:

Name: Pastor Dennis Laughlin
Group Representing: Starkville Church of God
Address: 100 Locksley Way
Starkville, MS 39759
Phone: (601) 770-0408
Email: Dennis@starkvillecog.com



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

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

SUBJECT:

Public hearing and consideration of VA 22-13 a request for a variance from stormwater requirements located at 216 Industrial Park Road in an I zoning district.

SUMMARY:

Applicant, Boardtown Enterprises, LLC, is requesting a variance from stormwater requirements for Umble Coffee located at 216 Industrial Park Road in an I zoning district. The applicant is looking to renovate an existing building to use as a coffee roasting facility. Due to the scope of the project, site plan review and approval is required. The proposed project does increase the size of the existing gravel parking lot. The existing building would not be increased as part of this phase. The existing site is heavily wooded. To meet the stormwater requirements, a large portion of the trees would need to be removed on the western half of the site to construct the detention area. The applicant is requesting relief from the stormwater requirements in section 16.9 of the Unified Development Code (UDC) for this phase to preserve the existing trees.

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

1. 5 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 October 6, 2022
3. A sign was posted on the property in a conspicuous location.

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

At the October 26, 2022 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request with one condition:

1. Any future expansion of the parking lot or building will require stormwater mitigation.

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
Cody Burnett @ 662-323-2525 ext 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move approval of VA 22-13 a request for a variance from stormwater for 216 Industrial Park Road with one condition.



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 22-13 a request for a variance from stormwater requirements located at 216 Industrial Park Road in an I zoning district.
Date: October 26, 2022

The purpose of this report is to provide information regarding a Variance request by Boardtown Enterprises, LLC from stormwater requirements located at 216 Industrial Park Road in an I zoning district with the property #120L-00-006.00. Please see attachments 1-3.

BACKGROUND INFORMATION

The applicant is looking to renovate an existing building to use as a coffee roasting facility. Due to the scope of the project, site plan review and approval is required. The proposed project does increase the size of the existing gravel parking lot. The existing building would not be increased as part of this phase. The existing site is heavily wooded. To meet the stormwater requirements, a large portion of the trees would need to be removed on the western half of the site to construct the detention area. The applicant is requesting relief from the stormwater requirements in section 16.9 of the Unified Development Code (UDC) for this phase to preserve the existing trees. The applicant attended a Development Review Committee meeting to on 9-22-2022 for a pre-application review. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the November 1, 2022 meeting.

VARIANCE REQUEST FROM

Variance Request #1: Stormwater Management Section 16.9

Request a variance to not provide stormwater management as part of the redevelopment of the site for this phase

16.9.2 General Criteria and Standards

- A.** Applicability. This article shall be applicable within the City of Starkville's jurisdictional area or to any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City and shall apply to:
1. New development or redevelopment that is greater than or equal to one-half (1/2) acres and less than two (2) acres and having fifty (50) percent or greater impervious surface;
 2. New development or redevelopment that is two (2) acres or greater;
 3. Land development activities that are smaller than the minimum applicability criteria established in subsection (1) i.—ii. above, if such activities are part of a larger common plat (plan of development), even though multiple separate and distinct land development activities may take place at different times on different schedules (such as a phased residential subdivision).

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A.** Special Conditions. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.

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

NOTIFICATION:

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

- 1. 5 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 October 6, 2022.
- 3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

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. The following conditions of approval are recommended by the Planning Department:

- 1. Any future expansion of the parking lot or building will require stormwater mitigation.

Attachment 1
VA 22-13 Aerial



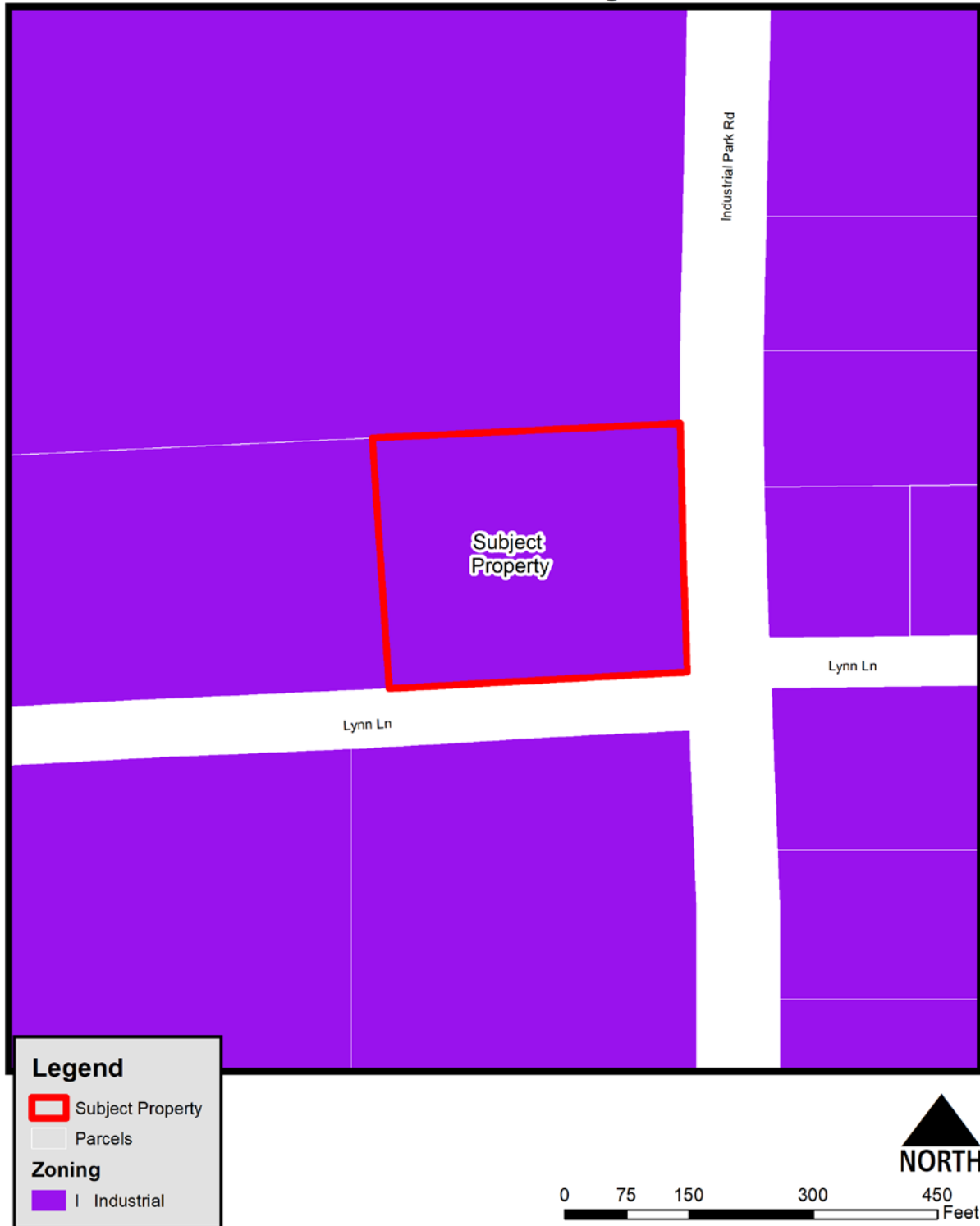
Legend

-  Subject Property
-  Parcels

0 75 150 300 450 Feet



Attachment 2
VA 22-13 Zoning





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

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

SUBJECT:

Public hearing and consideration of VA 22-14 a request for a variance to deviate from setback requirements for an accessory structure located at 230 Bancroft Avenue in TN-N zoning district

SUMMARY:

Applicant, Joe Couvillion on behalf of Tom Balzli, is requesting a variance from setback requirements for an accessory structure located at 230 Bancroft Avenue. The applicant has built an outdoor fireplace within the 5' side setback of the property. The fireplace is placed less than 1' from the property line. An outdoor fireplace is classified as an accessory structure in the Unified Development Code. The applicant is requesting relief from section 6.3.4 of the Unified Development Code.

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

1. 11 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 October 6, 2022
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received two phone calls requesting information about the request and one email against the request.

At the October 26, 2022 Board of Adjustments and Appeals meeting, the Board voted 4-0 with one abstention to recommend approval of the request with one condition.

1. The outdoor fire place shall either be converted to gas only or a spark arrestor installed on the top of the chimney.

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 VA 22-14 a request for a variance from setbacks for an accessory structure with one condition



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 22-14 a request for a variance to deviate from setback requirements for an accessory structure located at 230 Bancroft Avenue in TN-N zoning district.
Date: 10-26-2022

The purpose of this report is to provide information regarding Variance Request by Joe Couvillion on behalf of Tom Balzli for a variance request to deviate from setback requirements for an accessory structure located at 230 Bancroft Avenue in a TN-N zoning district with the property #105-15-007.43. Please see attachments 1- 2.1

BACKGROUND INFORMATION

The applicant, Joe Couvillion on behalf of Tom Balzli, has built an outdoor fireplace within the 5' side setback of the property. The fireplace is placed less than 1' from the property line. An outdoor fireplace is classified as an accessory structure in the Unified Development Code. The applicant is requesting relief from section 6.3.4 of the Unified Development Code (UDC). If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the November 1, 2022 meeting.

VARIANCE REQUEST FROM

Variance Request: Side Setback Accessory Structure Section 6.3.4.C2

Request a variance to reduce the side setback for an accessory structure from 5' to 0'.

6.3.4 Base Dimensional Standards

Detached and Attached Duplex Dwelling	
C. Accessory Dwelling Unit/Structure Setbacks	TN-N
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	7' without parking, 18' with parking

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

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

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

NOTIFICATION:

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

1. 11 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 October 6, 2022.
3. A sign was posted on the property in a conspicuous location.

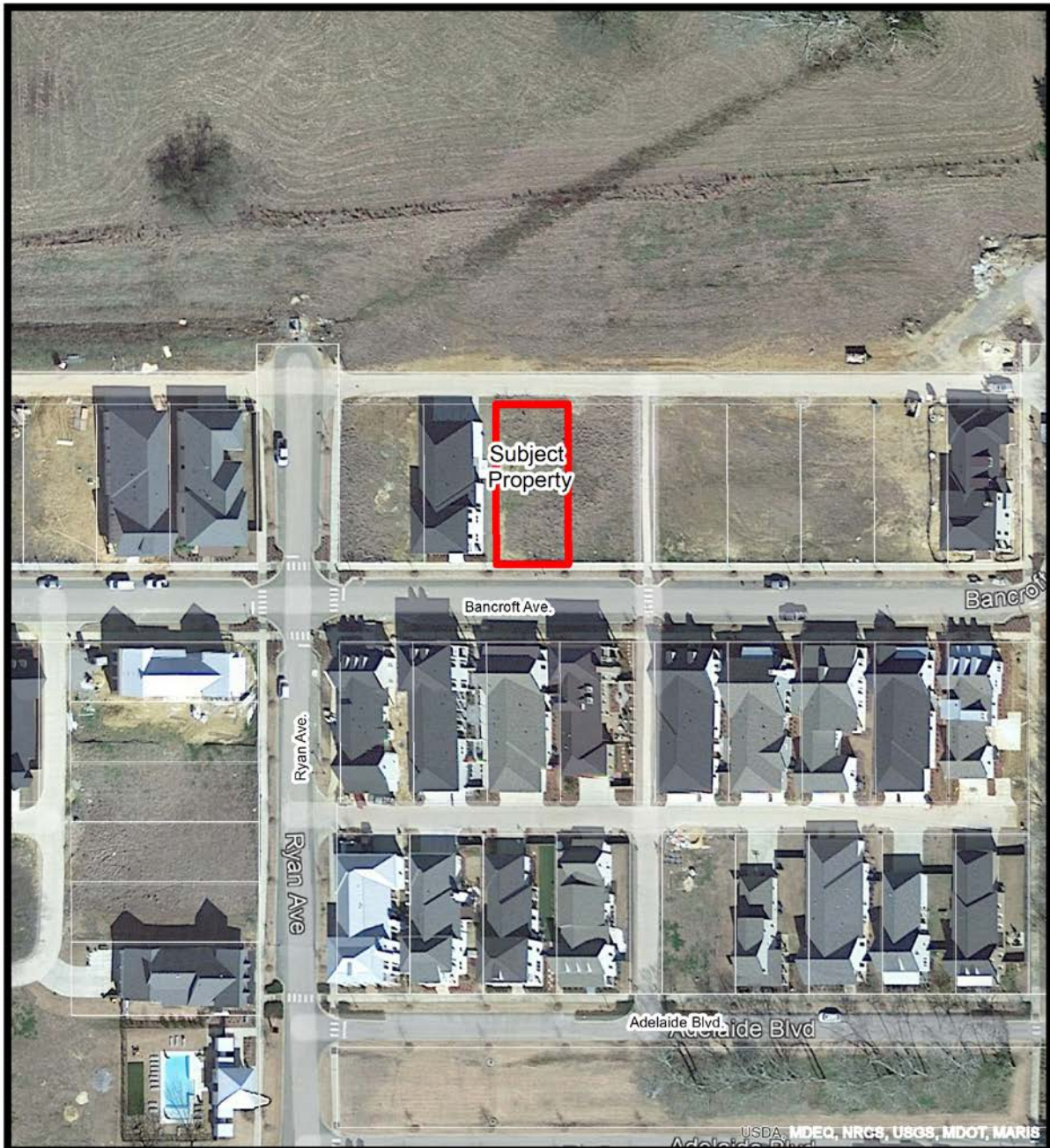
RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received two phone calls requesting information about the request and one email against the request.

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 22-14 Aerial



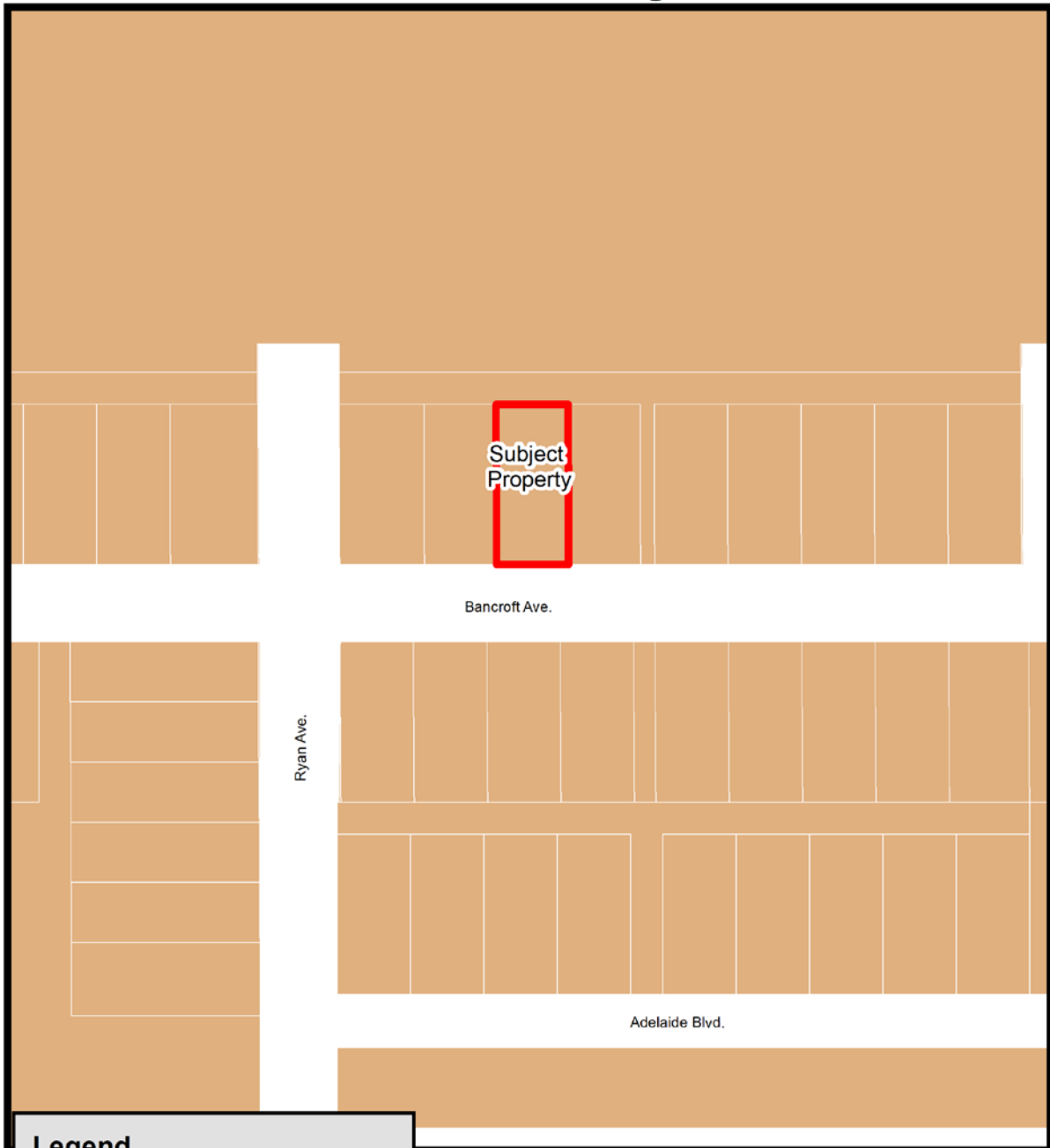
Legend

-  Subject Property
-  Parcels

0 50 100 200 300
Feet



Attachment 2
VA 22-14 Zoning



Legend

 Subject Property

 Parcels

Zoning

 TN-N Traditional Neighborhood- New

0 50 100 200 300 Feet



Attachment 3- View of fireplace from street looking north



Attachment 4- View of fireplace from alley looking south



Attachment 5- Email Against: Norman

10/26/22, 8:52 AM

City Of Starkville Mail - Fwd: Variance Adelaides



Lyle McCaskey <l.mecaskey@cityofstarkville.org>

Fwd: Variance Adelaides

Daniel Havelin <d.havelin@cityofstarkville.org>
To: Lyle McCaskey <l.mecaskey@cityofstarkville.org>

Tue, Oct 25, 2022 at 9:48 PM

----- Forwarded message -----

From: **amber norman** <eanorman2006@gmail.com>
Date: Tue, Oct 25, 2022, 8:00 PM
Subject: Variance Adelaides
To: <d.havelin@cityofstarkville.org>, Eric Norman <ericladenorman@gmail.com>

To whom it may concern:

Good afternoon, we are emailing in regards to the variance request for 230 Bancroft Ave. We have a few concerns in regards to the outdoor fireplace at the home of Tom Balzli. Our house is located next-door to the Balzli's at 220 Bancroft Avenue as we are aware the outdoor fireplace they have built is within the 5 foot side setback of the property and it is located less than 1 foot from the property line. As the neighbors, our concerns are the following:

1. The ceiling limit of the fireplace if it is wood-burning, may cause embers to land on our home/ roof placing it as a fire hazard.
2. It's out of code being it's less than 1 foot from property line.
3. Will this cause any problems when we sell our house in the near future in regards to the fireplace being outside the 5 foot side setback, property lines or with zoning?
4. Do other homes in this subdivision have any structures this close to another home?

As far as the aesthetic feature of the fireplace, we do not mind an outdoor fireplace. Our biggest concern is protecting our home as it is an investment for us, as well as protecting it from any damage that the fireplace may potentially cause being that it is that close. Thank you for your understanding in regards to this matter. If you have any questions, please feel free to call me at

662-769-1540 or you can email me back at this email.

Thank you,
Amber Norman

Sent from my iPhone



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: November 1, 2022
PAGE: 1

SUBJECT: Consideration of the approval of the first amended 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.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: Funding remains the same as the existing approved budget for FY 2022-2023

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Administration
Lynn Spruill

DIRECTOR'S
AUTHORIZATION: Mayor

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

SUGGESTED MOTION:

Move approval of the extension of the management agreement providing the Oktibbeha County Humane Society an additional year and a contract modification in concert with the expansion of the facilities.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

**FIRST AMENDED 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**

THIS AGREEMENT, is made and entered into this date, by and between the City of Starkville, Mississippi ("City") and the Oktibbeha County Humane Society, Inc., ("Humane Society");

WITNESSETH

WHEREAS, the City has the authority to prevent or regulate the running at large of animals of all kinds, to maintain an animal shelter, and to appoint and confirm custodians thereof, and to establish and enforce rules governing the same under Mississippi Code Annotated § 21-19-9; and

WHEREAS, the City has adopted an ordinance regarding animal control in its Code of Ordinances; and

WHEREAS, the City and the Humane Society are jointly interested in the prevention of cruelty to animals, the regulation and control of animals within the City, and other related purposes; and

WHEREAS, the City desires to contract with the Humane Society to operate the City of Starkville Animal Shelter, including all associated properties and improvements, (collectively the "Starkville Animal Shelter"), and to perform all duties incident thereto;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. As compensation for operating the Starkville Animal Shelter, the City shall pay to the Humane Society the sum of One-Hundred-Eighty-Five thousand dollars (\$185,000.00) per year to be paid in four installments of one-fourth of the annual amount on or before the 10th day of each quarter beginning October 10, 2022. During each year of this contract, the quarterly installment payment dates will be on or before October 10, January 10, April 10, and July 10 of each contractual year. Any compensation increases or adjustments available to and payable by the City to the Humane Society shall be addressed annually as a function of the City's budget process. The base amount provided to the Humane Society shall be increased only after formal Board review and action.

2. The Humane Society agrees to manage and operate the Starkville Animal Shelter as an independent contractor and to provide adequate personnel to manage and operate the animal shelter facility for the City, performing all necessary operational and administrative functions.

3. It is the intent and purpose of the parties that the Humane Society serve as an independent contractor in its operation of the Starkville Animal Shelter. The City shall not direct the management or operation of the Starkville Animal Shelter. The manner and method of performance of the Starkville Animal Shelter lies within the discretion of the Humane Society. The City has no right of control over the day-to-day operations of the Humane Society in its management and operation of the Starkville Animal Shelter. This Agreement, however, does not abrogate any of the powers given to the City by law to adopt or enforce ordinances or otherwise to exercise its police powers in relation to animals.

4. This Agreement shall be for a term of five (5) years beginning October 1, 2022 and ending September 30, 2027.

5. The City will retain and perform all law enforcement functions pertaining to animal control and provide for communication for animal control.

6. The Humane Society agrees to comply with directions of the City as to the fixing of fees and charges to the public in connection with the use of the shelter and to comply with policies and regulations adopted by the City for the use of the shelter. Any such charges, policies, or regulations proposed by the Humane Society for use of the Starkville Animal Shelter shall be submitted to the City for its approval prior to their effective date. However, nothing in this paragraph should be construed to waive the independent contractor status of the Humane Society, and the parties agree that such status has not been waived.

7. The City shall consider for adoption such laws, ordinances, and regulations as the Humane Society may recommend to facilitate its administrative functions under this Agreement.

8. The Humane Society agrees to receive stray animals brought to the shelter and to enforce all State laws, including rabies laws, with respect to these animals.

9. The Humane Society agrees to operate the animal shelter and do all things necessary and proper in the operation of said shelter. The Humane Society agrees to operate the animal shelter in compliance with all State and Federal laws in regard to the operation of said shelter and the Humane Society shall indemnify and save the City harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising out of or from any injury to any person on the property or failure to comply with State or Federal law with regards to the operation of the animal shelter.

10. The Humane Society agrees to have a Shelter Manager available at the shelter that will ensure that all dogs are vaccinated for communicable diseases before adoption.

11. The Humane Society agrees to have the books and records of the Human Society available for inspection at any time during the term of this Agreement. The Humane Society agrees to maintain liability insurance in the amount of \$1,000,000.00, at a minimum, for the duration of this contract and to provide proof of same to the City. Such insurance shall name the City as an additional insured and waive subrogation rights against the City.

12. The City may permit the Humane Society to collect all fees authorized by ordinance for impounding or feeding animals in conjunction with its operation of the shelter.

13. Nothing in this Agreement shall effect the City's rights or duties to investigate and take appropriate action on all complaints regarding animals from any person within the City of Starkville, including the investigation of all complaints pertaining to dog pens and other animal enclosures; investigate any and all cruelty cases pertaining to animals, and institute necessary proceedings for the prevention thereof when required; investigate occurrences of animal bites and enforce the provisions of the ordinances of the City and the laws of the State of Mississippi in regard to the confinement of such animals for observation; pick up stray dogs and dogs not wearing current rabies tags and city licenses, as required by City ordinance; and remove from the City streets and public places the bodies of dead animals and dispose of the same.

14. If the Humane Society shall fail to observe and perform, or shall breach any of its covenants, conditions or agreements under this Agreement, then it shall have thirty (30) days after receipt of a notice given by the City in writing to the Humane Society,

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 shall not unreasonably withhold its consent to an extension of such time for an additional thirty (30) days if corrective action is instituted by the Humane Society within the original thirty (30) days to cure and is diligently pursued. If the alleged breach shall not be cured within the time-period provided herein, this Agreement shall be terminated, effective immediately, and the Humane Society shall immediately cease operation of the Starkville Animal Shelter, and any associated facility, and surrender the premises.

15. All notices required to be given pursuant to this Agreement 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 the Humane Society: 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

16. This Agreement is intended by the parties as the final, complete, and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to this subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the parties.

WITNESS THE SIGNATURES of the parties hereto on this the _____ day of _____, 2022.

THE OKTIBBEHA COUNTY
HUMANE SOCIETY

Attest:

By: _____
Rick Welch, President

CITY OF STARKVILLE

By: _____
D. LYNN SPRUILL, Mayor

Attest:

LESA HARDIN, Clerk
City of Starkville, Mississippi



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: November 1, 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 facilities and its associated 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 into on the 1st day of November, 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, depicted, and attached in Exhibit “A.”¹

2. **AUTHORITY.** The governing authority of the City has 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 and other shelter services, with associated improvements, including parking (the “Annex”). OCHS shall commence construction by May 1, 2023, and finalize construction by May 1, 2025. If construction is not commenced by May 1, 2023, or if construction is not completed by May 1,

¹ The parties have commissioned a survey, upon the completion of which shall be included as an Addendum to this Ground Lease subject to separate approval of the parties.

2025, then this Lease shall be null and void. This timeline shall not be modified except by mutual written consent of the parties, which shall not be unreasonably withheld.

5. TERM. Subject to and upon the conditions contained in this Lease, the Lease shall begin on November 1, 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. At the expiration or termination of this Lease, the City agrees to use the Real Property, including the Annex and associated improvements, to further the purposes of the Starkville Animal Shelter so long as it exists on or adjacent to the Real Property.

6. CONSIDERATION. The Annex shall be constructed with grant funds provided by the American Society for the Prevention of Cruelty to Animals, and other funds, acquired by OCHS. The Annex shall be operated by OCHS pursuant to the First Amended 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 further by mutual written agreement of the parties.

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 Annex, and any improvements, fixtures, and real property associated with it, shall remain exclusively the property of the 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, and unless this Lease is renewed by mutual consent of the parties, 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. ANNEX. OCHS is obligated to construct an annex to the current Starkville Animal Shelter consisting of a new kennel facility and other shelter services, with associated improvements, including 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 either to 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 or in default of its 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.

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





South Elevation

Not to Scale



East Elevation

Not to Scale



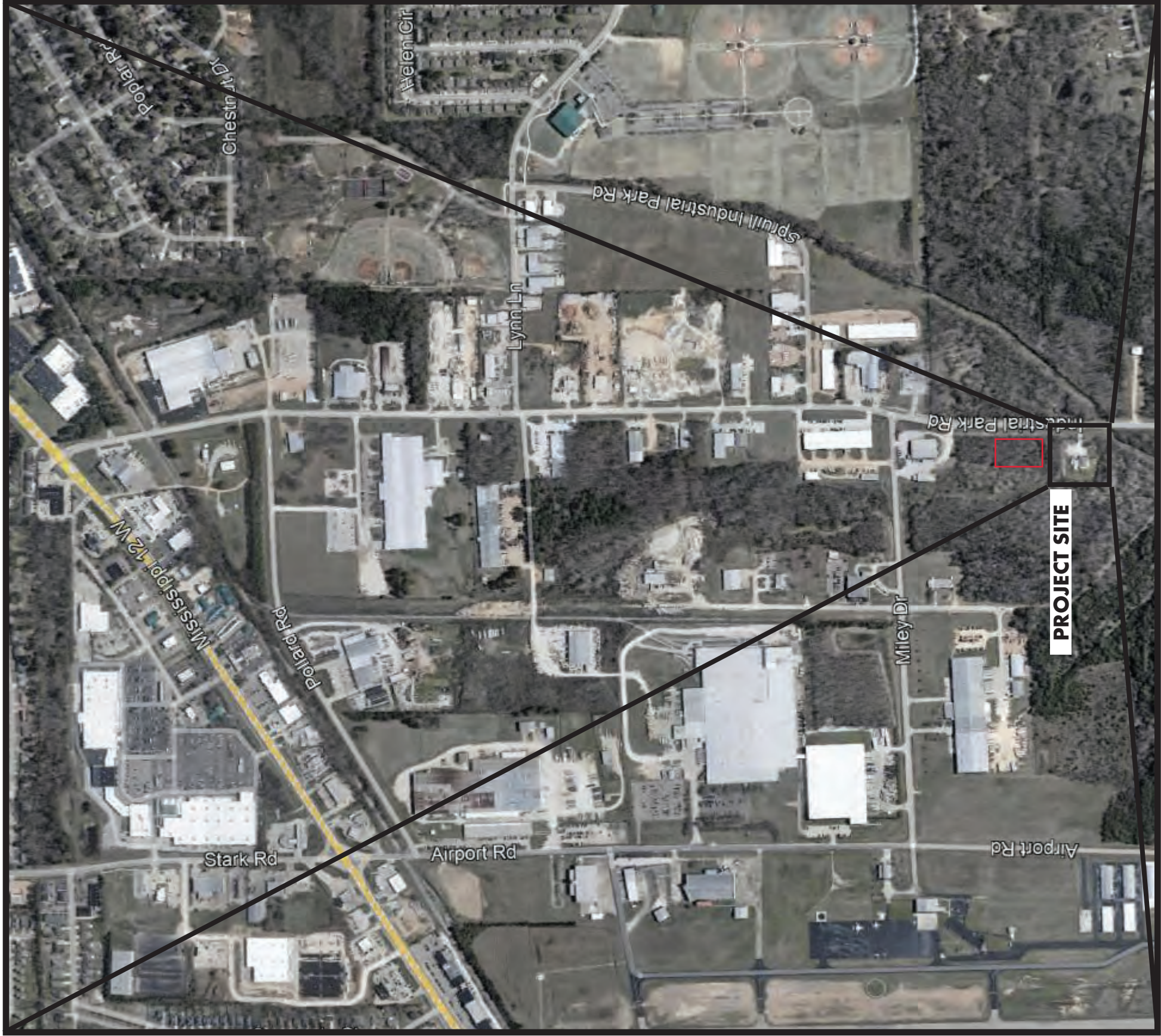
North Elevation

Not to Scale



West Elevation

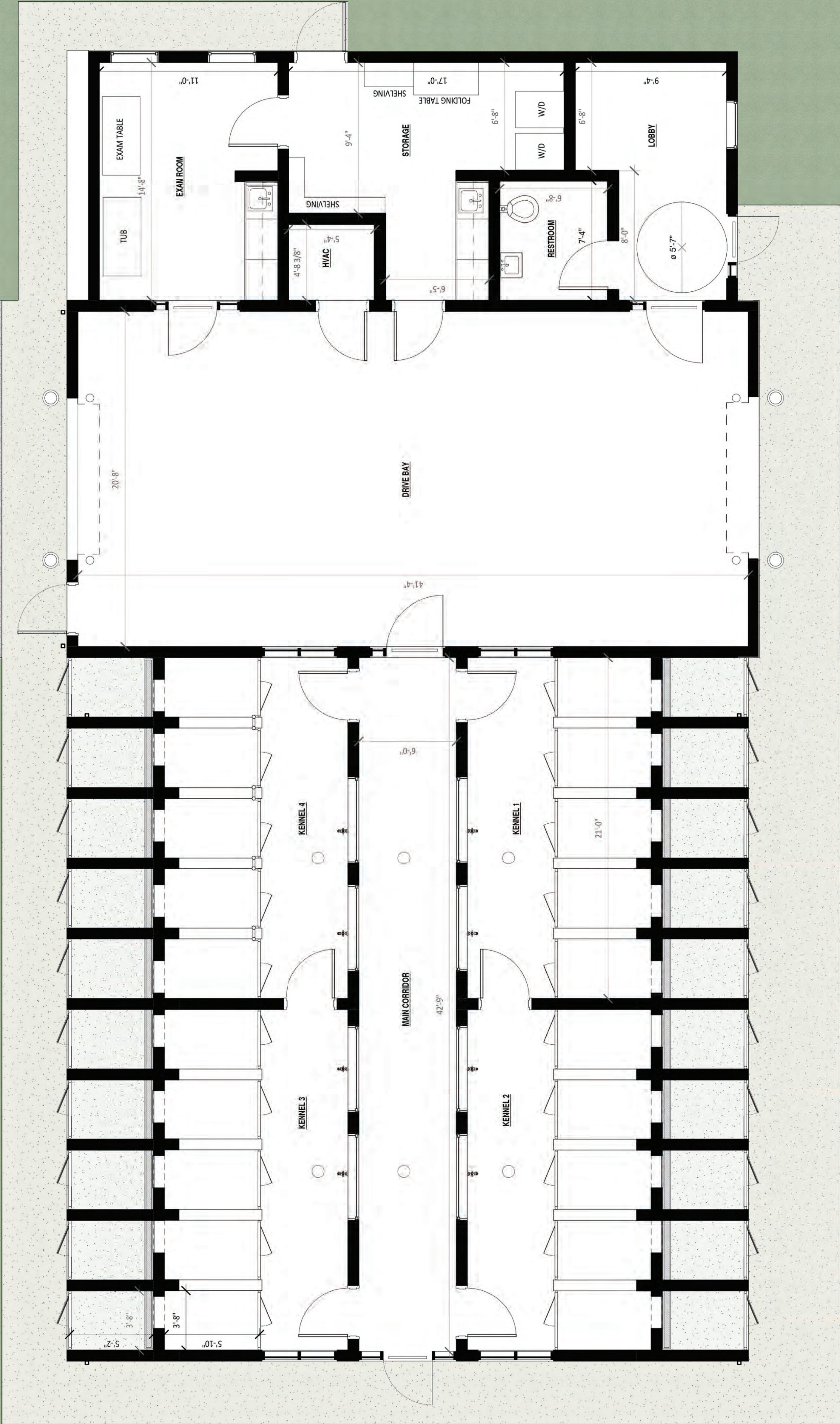
Not to Scale



Context Map - Starkville
Not to Scale



Site - OCHS Campus
Not to Scale



Floor Plan
1/4" = 1' - 0"

T:\acad\2022-dwg\Airport-George M. Bryan\Animal Shelter\Animal Shelter 102622.dwg, 10/26/2022 2:03:30 PM, 1:1



CLEARWATER CONSULTANTS, INC.
STARKVILLE, MISSISSIPPI

CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI

OKTIBBEHA COUNTY
ANIMAL SHELTER
SITE LAYOUT

FIGURE
1



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: November 1, 2022

PAGE: 1

SUBJECT: Consideration of approving an interlocal agreement with Oktibbeha County to provide residential garbage pickup services on a temporary as needed basis to the requestion districts of the Board of Supervisors.

AMOUNT & SOURCE OF FUNDING: The City will be reimbursed by invoicing the County monthly.

FISCAL NOTE: If the service is requested for longer than 2 months then there will be a reevaluation of the costs at the end of that time. Such reevaluation may result in an increase that will be communicated to the Board of Supervisors for their decision to continue the agreement.

AUTHORIZATION HISTORY: This is a request as a result of the contractor utilized by the county who has been unable to meet the obligations due to equipment.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill or Chris Latimer

SUGGESTED MOTION:

Move approval of the interlocal agreement providing the county with temporary residential trash pickup services with a reevaluation of the city costs at the end of a 2 month period.

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
STARKVILLE, MISSISSIPPI
AND
OKTIBBEHA COUNTY, MISSISSIPPI
RELATING TO RESIDENTIAL GARBAGE PICK-UP**

This **INTERLOCAL COOPERATIVE AGREEMENT** ("Agreement") is executed by and between **STARKVILLE, MISSISSIPPI** (the "City"), and **OKTIBBEHA COUNTY, MISSISSIPPI** (the "County") and is effective as of the 1st day of November, 2022, pending approval by the Mississippi Attorney General's office.

WITNESSETH:

WHEREAS, Miss. Code Ann. §21-19-1 authorizes the City to make regulations to secure the general health of the municipality, including to compel and regulate the removal of garbage and filth beyond the corporate limits, and to establish, maintain and collect rates, fees and charges for collecting and disposing of such garbage;

WHEREAS, Miss. Code Ann. §21-19-1 also authorizes the City to enter into contracts for the establishment, operation and maintenance of a garbage disposal system or systems and/or enter into contracts with any county enabling the municipality to use jointly, with such county, any authorized landfill or permitted sanitary landfill operated by the county or regional authority;

WHEREAS, Miss. Code Ann. §19-5-17 authorizes the County to provide for the collection and disposal of garbage, and for that purpose is required to establish, operate and maintain a garbage disposal system or systems;

WHEREAS, Miss. Code Ann. §19-5-17 also authorizes the County to enter into contracts with municipal corporations for the establishment, operation and maintenance of a garbage disposal system or systems, and/or to enter into contracts with any municipality enabling the County to use jointly with such municipality any authorized landfill or permitted sanitary landfill operated by the municipality or regional authority;

WHEREAS, Miss. Code Ann. §17-17-5 authorizes both the City and County to provide for the collection and disposal of garbage by contract and the service may include house-to-house service or the placement of regularly serviced and controlled bulk refuse receptacles within reasonable distance from the farthest affected household;

WHEREAS, the City is authorized pursuant to Mississippi Code Annotated §§ 21-19-1 and 21-19-3 to make regulations to secure the general health of the municipality and to prevent the introduction and spread of contagious or infectious diseases both within the City and beyond the City limits;

WHEREAS, Miss. Code Ann. §17-13-7 authorizes cities and counties of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities;

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to Miss. Code Ann. §17-13-7, and the County and City may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below;

WHEREAS, the County and City (sometimes collectively "the Parties") desire to enter into an Interlocal Agreement for the purpose of the City providing residential garbage pick-up in particular locations in the County, from time to time, on an as-needed and on-call basis, or regular schedule agreed upon by the Parties;

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

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

I. PURPOSE

The purpose of this Interlocal Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the Parties with respect to the City providing pick-up of residential garbage in certain areas of the County, from time to time, on an on-call and as-needed basis, or on a regular schedule agreed-upon by the Parties, to contribute to the health, safety, and welfare of both the City and the County, and to assure compliance with the duties and requirements imposed by law relating to garbage collection.

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A separate entity or administrative body is not created under this Agreement.

A. The Parties covenant, warrant and agree as follows with respect to the City providing service for residential garbage pick-up in the County:

1. Pick-up shall occur on Wednesday of the week unless otherwise agreed upon by the Parties. The City shall only be obligated to pick up garbage in the County one day a week, unless otherwise mutually agreed upon by the Parties.
2. The County shall designate the specific routes and areas needing pick-up to Starkville's Director of Sanitation and Environmental Services one full week prior to the pick-up date.
3. The City shall use its labor and equipment as specified in Exhibit A, which is attached hereto and incorporated herein, unless otherwise amended by mutual written agreement of the Parties. The Parties will not share property or create joint property. Neither the County, nor any entity other than the City, shall supply labor or equipment for the service.
4. The City shall charge, and the County shall pay, the rates and fees for such services as shown on Exhibit A attached hereto and incorporated herein, unless otherwise amended by mutual written agreement of the Parties. The City Clerk shall bill the County Administrator on a monthly basis for the services rendered. The invoices are due upon receipt and must be paid within forty-five (45) days of receipt, or be subject to all penalties and late fees as provided by Miss. Code Ann. §31-7-305.
5. The City shall deliver the garbage to the Golden Triangle Regional Landfill, and any and all costs associated with such delivery shall be paid by the County, as invoiced to the County by

the City.

6. The Parties shall operate as independent contractors. This Agreement does not create a partnership or joint venture but rather an interlocal cooperative relationship pursuant to Mississippi's Interlocal Cooperation Act of 1974.

III. EFFECTIVE DATE & DURATION

Pursuant to Mississippi Code Annotated § 17-13-11, this Interlocal Agreement will not become effective until it has been approved by the Attorney General's Office and has been filed with the Chancery Clerk and the Secretary of State. This agreement will remain in effect until amended or terminated by the parties.

IV. AMENDMENTS & TERMINATION

This Interlocal Agreement may only be amended in writing as mutually agreed upon by the Parties. This Interlocal Agreement may be terminated by any Party with at least 60-days written notice to the other Party.

V. SEVERABILITY

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

VI. AUTHORITY

Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Section 17-13-7 of the Mississippi Code.

SO EXECUTED AND AGREED THIS _____ DAY OF _____ 2022.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____

Bricklee Miller, Board of Supervisors President



SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT

506 DR. D.L. CONNER DRIVE
STARKVILLE, MISSISSIPPI 39759

Christopher Smiley
Sanitation & Environmental Services Director

Phone: 662-323-2652

c.smiley@cityofstarkville.org

**Sanitation & Environmental Services
Residential Cost per Truck/Employees**

	Landfill Rate	23.65 x 11 tons	= \$ 260.15
	Truck Fuel		= \$ 250.00
	Overtime Rate	If needed x 2hrs	= \$ 222.64
Employees	2	Sanitation Workers \$15.42 @8 hrs	= \$ 246.72
	1	Residential Driver \$18.87 @8 hrs	= \$ 150.96
	1	Foreman \$24.50 @8 hrs	= \$ 196.00
		Total	= \$ 1,326.47





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 11-1-22
PAGE: 1

SUBJECT: Consideration of curbside recycling.

**REQUESTING
DEPARTMENT:** Alderman

**DIRECTOR'S
AUTHORIZATION:** Alderman Hamp Beatty

FOR MORE INFORMATION CONTACT: Alderman Hamp Beatty

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM 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; AND FOR RELATED PURPOSES.

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

1. “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 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 are 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 is authorized to undertake activities for the Authorized Purposes, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing the Bonds, issuing the Qualified Obligation for sale to the Bank, or obtaining the Loan from the Bank.

14. Pursuant to the provisions of the Act, and by resolution adopted September 20, 2022 (the "Resolution of Intent"), the Governing Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorized Purposes, and directed that the Resolution of Intent be published at least 3 times in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Resolution of Intent having been published in said newspaper on October 5, 2022, October 12, 2022, October 19, 2022, and October 26, 2022, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

15. The Resolution of Intent was duly published once a week for at least 3 consecutive weeks, the first publication having been made not less than 21 days prior to November 1, 2022, being the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, and the last publication having been made not more than 7 days prior to such date.

16. On or prior to November 1, 2022, at 5:30 p.m., no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, or any petition that an election be called on the question of the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, was filed.

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

SECTION 1. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum 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, for the Authorized Purposes.

SECTION 2. The Bonds or the Qualified Obligation will be issued and sold or the Loan obtained pursuant to subsequent orders of the Governing Body.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, November 1, 2022.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Attachment A

Proof of Publication of Resolution of Intent

Starkville Daily News

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



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

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

SUBJECT: Request Approval Change Order # 1 from Tabor Construction and Development of MS for Grading Excess Dirt in the amount of \$4,838.40 from the 2022 DMOT MM-0068-1022 Grant at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: \$4,596.48 from 016-515-730-835 & \$241.92 from 015-505-720-805

FISCAL NOTE: Approved by the Airport Board on October 25, 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 Change Order # 1 from Tabor Construction and Development of MS for Grading Excess Dirt in the amount of \$4,838.40 from the 2022 DMOT MM-0068-1022 Grant at George M. Bryan Field

PROJECT: CHANGE ORDER - SITE WORK AND FOUNDATION FOR A NEW CORPORATE HANGER (CONTRACT A)
OWNER: GEORGE M. BRYAN FIELD, STARKVILLE, MS

CONTRACTOR: Tabor Construction and Development of MS, Inc.
200 South Montgomery, Suite 201
Starkville, MS 39759

APPLICATION NO: ~~ONE~~ 2
PERIOD TO: October 15, 2022

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	COMPLETED QUANTITY	AMOUNT EARNED	COMPLETED TO DATE	EARNED TO DATE	PERCENT COMPLETE
CO 1	CHANGE ORDER 1 - GRADING EXCESS DIRT	LVM	108.00	44.80	4,838.40	108.00	4,838.40	108.00	4,838.40	100.00%
					4,838.40		4,838.40		4,838.40	
	CHANGE ORDERS				4,838.40					
	WORK COMPLETED				4,838.40					
	RETAINAGE (10%)				(483.84)					
	PREVIOUS PAYMENTS				0.00					
	AMOUNT DUE				4,354.56					

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

James Debor

CONTRACTOR: TABOR CONSTRUCTION AND DEVELOPMENT OF MS, INC.
DATE: 10/15/2022

Approved
10/24/2022



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: November 1, 2022
PAGE: 1

SUBJECT: Request Approval of Awarding Contract A to the Low Bidder Erect-A-Tube in the amount of \$228,712 to Manufacture & Deliver a Corporation Hangar including the Door at George M. Bryan Field funded from the 2022 MDOT Multi-Modal Grant MM-000068-1022 and the FAA AIG Grant

AMOUNT & SOURCE OF FUNDING: \$228,712 from the 2022 MDOT Multi-Modal Grant MM-000068-1022 a 65.15% and 34.84% local match, FAA AIG Grant a 90 % & 10% Local Match

FISCAL NOTE: Approved by the Airport Board on October 25, 2022

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve Awarding Contract A to the Low Bidder Erect-A-Tube in the amount of \$228,712 to Manufacture & Deliver a Corporation Hangar including the Door at George M. Bryan Field funded from the 2022 MDOT Multi-Modal Grant MM-000068-1022 and the FAA AIG Grant

Starkville-George M. Bryan Field
Corporate Hangar Building
TABULATION OF BIDS RECEIVED June 24, 2022
For Contract A- Manufacture, Supply and Delivery

ITEM	QUANTITY	Erect-A-Tube		Tabor Construction & Development		T & M Steel	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. Corporate Hangar Building Contractor/Equipment Supplier to manufacture, supply and deliver to the job site one (1) pre-engineered, pre-manufactured 70' x 65' x 22' eave height x 18' clear opening Corporate Hangar building complete with all appurtenances required by the specifications suitable for erection by others on a foundation provided by others according to an anchor bolt pattern provided by the Contractor / Equipment supplier. Contractor / Equipment Supplier to certify proper installation of the system and assist with intialization and start-up of hangar door operators as described in the Contract Documents. The Base Bid Supplier is Erect-A-Tube, Inc., Box 100 Harvard, Illinois 60033, (815) 943-4091.	1 LS	\$228,712.00	\$228,712.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BASE BID (Verified)			\$228,712.00		\$0.00		\$0.00

ALTERNATE BID ITEM

1A. Corporate Hangar Building Contractor/Equipment Supplier to manufacture, supply and deliver to the job site one (1) pre-engineered, pre-manufactured 70' x 65' x 22' eave height x 18' clear opening Corporate Hangar building complete with all appurtenances required by the specifications suitable for erection by others on a foundation provided by others according to an anchor bolt pattern provided by the Contractor / Equipment supplier. Contractor / Equipment Supplier to certify proper installation of the system and assist with intialization and start-up of hangar door operators as described in the Contract Documents.	1 LS			\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DEDUCTIVE ALTERNATE BID (Verified)				\$0.00			\$0.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids
which were opened at the Starkville City Hall on June 24, 2022 at 3:00 p.m local time for the captioned project.
Items in bold italics indicate corrected mathematical extensions.


Carey F. Hardin, P.E.
Mississippi Registration No. 7432





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 11.01.2022
PAGE: 1

SUBJECT: Consideration of authorizing the Mayor to sign an engineering services contract with Neel Schaffer for the BUILD Grant project Construction Engineering and Inspection (CE&I), and execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual pending MDOT approval.

AMOUNT & SOURCE OF FUNDING: \$2,380,009.96 – Fund 377 Build Grant MS 182 / MLK Corridor – Account 377-318-680-301- Construction Engineering and Inspection

FISCAL NOTE:

AUTHORIZATION HISTORY:

At the February 20th, 2022 Board meeting, the Board approved Neel Schaffer as the preferred CE&I consultant for this project.

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

Through this contract, Neel Schaffer would be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of Transportation (MDOT) LPA Project Development Manual (PDM). They will be required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. This scope of work was prepared using MDOT guidelines and has been reviewed by MDOT. The contract is hourly, not to exceed **\$2,380,009.96**.

SUGGESTED MOTION: Move for approval of the engineering services contract with Neel Schaffer for the BUILD Grant project Construction Engineering and Inspection (CE&I), and execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual pending MDOT approval.

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

*State Route 182 (Martin Luther King Jr. Blvd.)
From Beattie Street to Old West Point Road
FBLD-7113-00(004)LPA/108418-801000
City of Starkville
Starkville, MS*

THIS CONTRACT, is made and entered into by and between the *City of Starkville, Mississippi*, a body Politic of the State of Mississippi (the "LPA"), and, *Neel-Schaffer, Inc.* (the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *P.O. Box 22625, Jackson, MS 39211*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for State Route 182 (Martin Luther King Blvd.) revitalization project that includes subsurface drainage construction, retaining wall construction, utility relocation, earthwork, curb and gutter construction, asphalt paving, ITS work, traffic signal replacements, hardscaping, and landscaping improvements from Beattie Street to Old West Point Road, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Oktibbeha County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Oktibbeha, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT’S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Chris Williams
City of Starkville
110 W Main Street
Starkville, MS 39759
Phone: 662-323-2525
c.williams@cityofstarkville.org

For Technical Matters:

Chris Williams
City of Starkville
110 W Main Street
Starkville, MS 39759
Phone: 662-323-2525
c.williams@cityofstarkville.org

CONSULTANT:

For Contractual Matters:

Keith Purvis, PE
Neel-Schaffer, Inc.
4450 Old Canton Road
Jackson, MS 39211
Phone: 601-948-3071
keith.purvis@neel-schaffer.com

For Technical Matters:

Graham Legate, PE
Neel-Schaffer, Inc.
4450 Old Canton Road
Jackson, MS 39211
Phone: 601-948-3071
graham.legate@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 11721

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 20756

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Starkville

Lynn Spruill, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

Neel-Schaffer, Inc.

BY: _____
Keith Purvis, PE

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The Engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer's daily activities by names, function performed, and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders,

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 2,380,009.96 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM

for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	LOADED RATE (2022)	LOADED RATE (2023)	LOADED RATE (2024)	LOADED RATE (2025)
Robert Walker	Principal	\$335.89	\$345.97	\$356.35	\$367.04
Keith Purvis/Kevin Stafford	Client Manager	\$253.51	\$261.11	\$268.95	\$277.02
Graham Legate	Project Engineer	\$203.83	\$209.95	\$216.25	\$222.73
William Sanford	Asst. Project Engineer	\$144.58	\$148.91	\$153.38	\$157.98
Ben Stroud	Engineer Intern	\$109.30	\$112.58	\$115.95	\$119.43
	Inspector I	\$65.16	\$67.12	\$69.13	\$71.20

	Inspector I (OT)	\$116.49	\$119.99	\$123.59	\$127.29
	Inspector II	\$74.91	\$77.16	\$79.47	\$81.86
	Inspector II (OT)	\$133.92	\$137.94	\$142.07	\$146.34
Mike Brown	Supervisory Tech.	\$149.12	\$153.60	\$158.20	\$162.95
Mike Brown	Supervisory Tech. (OT)	\$229.26	\$236.13	\$243.22	\$250.51
	Supervisory Tech.	\$106.08	\$109.27	\$112.54	\$115.92
	Supervisory Tech. (OT)	\$163.09	\$167.98	\$173.02	\$178.21
	Administrative Asst.	\$85.62	\$88.19	\$90.84	\$93.56
	Archeologist	\$97.63	\$100.56	\$103.57	\$106.68
1-man Survey Crew		\$135.00	\$139.05	\$143.22	\$147.52
2-man Survey Crew		\$185.01	\$190.56	\$196.28	\$202.17

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 2,380,009.96 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$ 1,625,068.53	\$42,029.50	\$ 712,911.93	\$ 2,380,009.96

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD _____, 20____ THROUGH _____, 20____

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20____, AS RELATES TO

PROJECT NO. ____-____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,
No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) 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 employee of a member of Congress in connection with the awarding 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.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

Neel-Schaffer, Inc.

BY: _____
Keith Purvis, PE

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____day of _____, 20__.

City of Starkville, MS

Lynn Spruill, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Keith Purvis Vice President/Neel-Schaffer, Inc.
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**State Route 182 (Martin Luther King Jr. Blvd.)
from Beattie Street to Old West Point Road**

Prepared for:
Mississippi Department of Transportation

Project Number:
FBLD-7113-00(004)LPA/108418-801000
City of Starkville, Starkville, MS

Prepared by: **Neel-Schaffer, Inc.**

Date Submitted:

August 4, 2022

Date Revised:

September 8, 2022

Cost Summary

State Route 182 (Martin Luther King Jr. Blvd.) from Beattie Street to Old West Point Road

CONSTRUCTION ENGINEERING & INSPECTION

Neel-Schaffer, Inc.

Labor Costs

CE&I Services	\$	1,570,205.12
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Participating Drive Hours Cost

CE&I Services	\$	54,863.41
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Direct Costs

CE&I Services	\$	42,029.50
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Subtotal	Neel-Schaffer, Inc.	
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\$	1,667,098.03
----	--------------

Atwell & Gent, P.A.

Labor Costs

CE&I Services	\$	581,377.34
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Participating Drive Hours Cost

CE&I Services	\$	-
---------------	----	---

Direct Costs

CE&I Services	\$	-
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Subtotal Cost	Atwell & Gent, P.A.	
---------------	---------------------	--

\$	581,377.34
----	------------

Kimley-Horn

Labor Costs

CE&I Services	\$	50,351.01
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Participating Drive Hours Cost

CE&I Services	\$	4,566.85
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Direct Costs

CE&I Services	\$	2,952.00
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Subtotal Cost	Kimley-Horn	
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\$	57,869.85
----	-----------

Springer Engineering

Labor Costs

Testing Services	\$	37,474.74
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Direct Costs

CE&I Services	\$	36,190.00
---------------	----	-----------

Subtotal Cost	Springer Engineering	
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\$	73,664.74
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PROJECT TOTAL COSTS

\$	2,380,009.96
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Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE - 2022

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	170.55%	%
FCCM (Home)	0.08%	%
Field Overhead Rate ²	132.71%	%
FCCM (Field)	0.01%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 110.82	\$ 189.00	\$ 0.09	\$ 35.98	\$ 335.89
Client Manager	\$ 83.64	\$ 142.65	\$ 0.07	\$ 27.15	\$ 253.51
Project Engineer	\$ 67.25	\$ 114.69	\$ 0.05	\$ 21.83	\$ 203.83
Asst. Project Engineer	\$ 47.70	\$ 81.35	\$ 0.04	\$ 15.49	\$ 144.58
Engineer Intern	\$ 36.06	\$ 61.50	\$ 0.03	\$ 11.71	\$ 109.30
Inspector I	\$ 25.00	\$ 33.18	\$ 0.00	\$ 6.98	\$ 65.16
Inspector II	\$ 28.74	\$ 38.14	\$ 0.00	\$ 8.03	\$ 74.91
Supervisory Technician	\$ 35.00	\$ 59.69	\$ 0.03	\$ 11.36	\$ 106.08
Supervisory Technician	\$ 49.20	\$ 83.91	\$ 0.04	\$ 15.97	\$ 149.12
Administrative Assistant	\$ 28.25	\$ 48.18	\$ 0.02	\$ 9.17	\$ 85.62
Archeologist	\$ 32.21	\$ 54.93	\$ 0.03	\$ 10.46	\$ 97.63
1-man Survey Crew	\$ 44.54	\$ 75.96	\$ 0.04	\$ 14.46	\$ 135.00
2-man Survey Crew	\$ 61.04	\$ 104.10	\$ 0.05	\$ 19.82	\$ 185.01
{additional classifications}		\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 37.50	\$ 49.77	\$ 0.00	\$ 10.47	\$ 116.49
Inspector II	\$ 43.11	\$ 57.21	\$ 0.00	\$ 12.04	\$ 133.92
Supervisory Technician	\$ 52.50	\$ 69.67	\$ 0.01	\$ 14.66	\$ 163.09
Supervisory Technician	\$ 73.80	\$ 97.94	\$ 0.01	\$ 20.61	\$ 229.26
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

BILLING RATE TABLE - 2023

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	170.55%	%
FCCM (Home)	0.08%	%
Field Overhead Rate ²	132.71%	%
FCCM (Field)	0.01%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 114.14	\$ 194.67	\$ 0.09	\$ 37.06	\$ 345.97
Client Manager	\$ 86.15	\$ 146.93	\$ 0.07	\$ 27.97	\$ 261.11
Project Engineer	\$ 69.27	\$ 118.14	\$ 0.06	\$ 22.49	\$ 209.95
Asst. Project Engineer	\$ 49.13	\$ 83.79	\$ 0.04	\$ 15.95	\$ 148.91
Engineer Intern	\$ 37.14	\$ 63.35	\$ 0.03	\$ 12.06	\$ 112.58
Inspector I	\$ 25.75	\$ 34.17	\$ 0.00	\$ 7.19	\$ 67.12
Inspector II	\$ 29.60	\$ 39.29	\$ 0.00	\$ 8.27	\$ 77.16
Supervisory Technician	\$ 36.05	\$ 61.48	\$ 0.03	\$ 11.70	\$ 109.27
Supervisory Technician	\$ 50.68	\$ 86.43	\$ 0.04	\$ 16.45	\$ 153.60
Administrative Assistant	\$ 29.10	\$ 49.63	\$ 0.02	\$ 9.45	\$ 88.19
Archeologist	\$ 33.18	\$ 56.58	\$ 0.03	\$ 10.77	\$ 100.56
1-man Survey Crew	\$ 45.88	\$ 78.24	\$ 0.04	\$ 14.89	\$ 139.05
2-man Survey Crew	\$ 62.87	\$ 107.23	\$ 0.05	\$ 20.41	\$ 190.56
{additional classifications}	\$ -	\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 38.63	\$ 51.26	\$ 0.00	\$ 10.79	\$ 119.99
Inspector II	\$ 44.40	\$ 58.93	\$ 0.00	\$ 12.40	\$ 137.94
Supervisory Technician	\$ 54.08	\$ 71.76	\$ 0.01	\$ 15.10	\$ 167.98
Supervisory Technician	\$ 76.01	\$ 100.88	\$ 0.01	\$ 21.23	\$ 236.13
0	\$ 68.81	\$ 91.32	\$ 0.01	\$ 19.22	\$ 213.77
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

BILLING RATE TABLE - 2024

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	170.55%	%
FCCM (Home)	0.08%	%
Field Overhead Rate ²	132.71%	%
FCCM (Field)	0.01%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 117.57	\$ 200.51	\$ 0.09	\$ 38.17	\$ 356.35
Client Manager	\$ 88.73	\$ 151.34	\$ 0.07	\$ 28.81	\$ 268.95
Project Engineer	\$ 71.35	\$ 121.68	\$ 0.06	\$ 23.16	\$ 216.25
Asst. Project Engineer	\$ 50.60	\$ 86.31	\$ 0.04	\$ 16.43	\$ 153.38
Engineer Intern	\$ 38.26	\$ 65.25	\$ 0.03	\$ 12.42	\$ 115.95
Inspector I	\$ 26.52	\$ 35.20	\$ 0.00	\$ 7.41	\$ 69.13
Inspector II	\$ 30.49	\$ 40.46	\$ 0.00	\$ 8.51	\$ 79.47
Supervisory Technician	\$ 37.13	\$ 63.33	\$ 0.03	\$ 12.06	\$ 112.54
Supervisory Technician	\$ 52.20	\$ 89.02	\$ 0.04	\$ 16.95	\$ 158.20
Administrative Assistant	\$ 29.97	\$ 51.11	\$ 0.02	\$ 9.73	\$ 90.84
Archeologist	\$ 34.17	\$ 58.28	\$ 0.03	\$ 11.09	\$ 103.57
1-man Survey Crew	\$ 47.25	\$ 80.59	\$ 0.04	\$ 15.34	\$ 143.22
2-man Survey Crew	\$ 64.76	\$ 110.44	\$ 0.05	\$ 21.02	\$ 196.28
{additional classifications}	\$ -	\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 39.78	\$ 52.80	\$ 0.00	\$ 11.11	\$ 123.59
Inspector II	\$ 45.74	\$ 60.70	\$ 0.00	\$ 12.77	\$ 142.07
Supervisory Technician	\$ 55.70	\$ 73.92	\$ 0.01	\$ 15.55	\$ 173.02
Supervisory Technician	\$ 78.29	\$ 103.90	\$ 0.01	\$ 21.86	\$ 243.22
0	\$ 70.88	\$ 94.06	\$ 0.01	\$ 19.79	\$ 220.18
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

BILLING RATE TABLE - 2025

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	170.55%	%
FCCM (Home)	0.08%	%
Field Overhead Rate ²	132.71%	%
FCCM (Field)	0.01%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 121.10	\$ 206.53	\$ 0.10	\$ 39.32	\$ 367.04
Client Manager	\$ 91.40	\$ 155.88	\$ 0.07	\$ 29.67	\$ 277.02
Project Engineer	\$ 73.49	\$ 125.33	\$ 0.06	\$ 23.86	\$ 222.73
Asst. Project Engineer	\$ 52.12	\$ 88.90	\$ 0.04	\$ 16.92	\$ 157.98
Engineer Intern	\$ 39.40	\$ 67.20	\$ 0.03	\$ 12.79	\$ 119.43
Inspector I	\$ 27.32	\$ 36.25	\$ 0.00	\$ 7.63	\$ 71.20
Inspector II	\$ 31.40	\$ 41.68	\$ 0.00	\$ 8.77	\$ 81.86
Supervisory Technician	\$ 38.25	\$ 65.23	\$ 0.03	\$ 12.42	\$ 115.92
Supervisory Technician	\$ 53.76	\$ 91.69	\$ 0.04	\$ 17.45	\$ 162.95
Administrative Assistant	\$ 30.87	\$ 52.65	\$ 0.02	\$ 10.02	\$ 93.56
Archeologist	\$ 35.20	\$ 60.03	\$ 0.03	\$ 11.43	\$ 106.68
1-man Survey Crew	\$ 48.67	\$ 83.01	\$ 0.04	\$ 15.80	\$ 147.52
2-man Survey Crew	\$ 66.70	\$ 113.76	\$ 0.05	\$ 21.65	\$ 202.17
{additional classifications}		\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 40.98	\$ 54.38	\$ 0.00	\$ 11.44	\$ 127.29
Inspector II	\$ 47.11	\$ 62.52	\$ 0.00	\$ 13.15	\$ 146.34
Supervisory Technician	\$ 57.37	\$ 76.13	\$ 0.01	\$ 16.02	\$ 178.21
Supervisory Technician	\$ 80.64	\$ 107.02	\$ 0.01	\$ 22.52	\$ 250.51
0	\$ 73.01	\$ 96.89	\$ 0.01	\$ 20.39	\$ 226.79
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

Risk Based Inspection (RBI) hours

Project Name

State Route 182 (Martin Luther King Jr. Blvd.)
from Beattie Street to Old West Point Road

MDOT Project No.

FBLD-7113-00(004)LPA/108418-801000

Consulting Firm Name

Neel-Schaffer, Inc.

Construction Schedule Approval Date

Phase	Pay Item numbers	Risk Level (Low, Moderate, High)	Inspection Frequency (I, P, F)	Inspection Hours per Working Day	Phase Duration (Working Days)	Inspection Hours
Miscellaneous	10-110, 210-230, 260-610, 1690-1940	High	F	8	384	3072
Excavation and Drainage	120-150, 620-1300, 1980- 4330	High	F	7	204	1428
Base and Pavement	160-250, 1350-1360	High	F	8	148	1184
Pedestrian Facilities	510-550, 1310-1340	High	F	7	114	798
Traffic Safety	1370-1520, 1690-1940	High	F	7	258	1806
Pavement Markings	1530-1680	High	I	1	23	23
Bridges/Retaining Walls	1950-1970	High	F	7	98	686

Winter Months	Working Days Available	Maximum Additional Hours Considered per Working Day	Maximum Considered
December			
January			
February			

Total Inspection Hours Allowed**8997****NOTES:****Refer to "Risk Based Inspection and Material Testing Guide Local Public Agency Projects"**

Pay Item numbers should be shown here and on Construction Schedule

Risk Level and Inspection Frequency to be established in consultation with MDOT LPA Division/Engineer

Inspection hours should show low end of range unless a valid reason is presented in writing below

Phase Duration is taken from the Construction Schedule

Winter Month hours may be used if Construction Schedule shows overlay of those months

Request for increase in hour range beyond the standard minimum:

Miscellaneous Items include all utility relocation items shown in the plans in addition to typical roadway related items.

Construction Schedule shows full construction in winter months.

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.
 CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	REGULAR HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
	Hours Per Month														
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal	0	0	0	0	0	0	0	0	0	2	2	2	6	\$ 335.89	\$ 2,015.35
Client Manager	0	0	0	0	0	0	0	0	0	0	8	8	24	\$ 253.51	\$ 6,084.23
Project Engineer	0	0	0	0	0	0	0	0	0	0	20	20	60	\$ 203.83	\$ 12,229.92
Asst. Project Engineer	0	0	0	0	0	0	0	0	0	0	10	8	26	\$ 144.58	\$ 3,759.00
Engineer Intern	0	0	0	0	0	0	0	0	0	0	10	10	30	\$ 109.30	\$ 3,278.89
Inspector I	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 65.16	\$ -
Inspector II	0	0	0	0	0	0	0	0	0	0	20	120	260	\$ 74.91	\$ 19,476.45
Supervisory Technician	0	0	0	0	0	0	0	0	0	0	8	8	24	\$ 106.08	\$ 2,546.01
Supervisory Technician	0	0	0	0	0	0	0	0	0	0	8	8	24	\$ 149.12	\$ 3,578.96
Administrative Assistant	0	0	0	0	0	0	0	0	0	0	20	20	60	\$ 85.62	\$ 5,137.48
Archeologist	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 97.63	\$ -
1-man Survey Crew	0	0	0	0	0	0	0	0	0	0	34	0	34	\$ 135.00	\$ 4,589.96
2-man Survey Crew	0	0	0	0	0	0	0	0	0	0	10	0	10	\$ 185.01	\$ 1,850.10
Labor Subtotal (Regular)														\$	64,546.34

POSITION TITLE	OVERTIME HOURS ONLY												Subtotal Hours	Hourly Rate	Extension	
	Overtime Hours Per Month															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Inspector I													0	\$ 116.49	\$ -	
Inspector II												20	0	20	\$ 133.92	\$ 2,678.38
Supervisory Technician														0	\$ 163.09	\$ -
Supervisory Technician														0	\$ 229.26	\$ -
(additional classifications)														0	\$ -	\$ -
Labor Subtotal (Overtime)															\$	2,678.38

PARTICIPATING DRIVE HOURS ONLY																	
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
	6	7	11	15	19	20	21	21	20	16	11	5					
Principal														0	\$ 335.89	\$ -	
Client Manager														0	\$ 253.51	\$ -	
Project Engineer											4	4	4	12	\$ 203.83	\$ 2,445.98	
Inspector I														0	\$ 65.16	\$ -	
Inspector II														0	\$ 74.91	\$ -	
Supervisory Technician														0	\$ 106.08	\$ -	
Supervisory Technician												4	4	8	\$ 149.12	\$ 1,192.99	
Administrative Assistant														0	\$ 85.62	\$ -	
Archeologist														0	\$ 97.63	\$ -	
1-man Survey Crew														0	\$ 135.00	\$ -	
2-man Survey Crew														0	\$ 185.01	\$ -	
(additional classifications)														0	\$ -	\$ -	
															Participating Drive Cost \$ 3,638.97		

CONTRACTOR's Project Completion Time: 384 Productive Days
 Construction Cost Estimate: \$162,76,968

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

FBILD-7113-00(004)ILPA/108418-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal	2	2	2	2	2	2	2	2	2	2	2	2	24	\$ 345.97	\$ 8,303.23
Client Manager	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 261.11	\$ 25,067.02
Project Engineer	32	32	64	80	88	88	88	88	88	80	80	72	880	\$ 209.95	\$ 184,753.38
Asst. Project Engineer	16	16	32	40	44	44	44	44	44	40	40	32	436	\$ 148.91	\$ 64,926.55
Engineer Intern	16	16	32	40	44	44	44	44	44	40	40	32	436	\$ 112.58	\$ 49,082.84
Inspector I													0	\$ 67.12	\$ -
Inspector II	160	160	160	160	200	160	160	160	160	160	160	160	1960	\$ 77.16	\$ 151,227.16
Supervisory Technician	5	5	5	5	5	5	5	5	5	5	5	5	60	\$ 109.27	\$ 6,555.97
Supervisory Technician	5	5	5	5	5	5	5	5	5	5	5	5	60	\$ 153.60	\$ 9,215.82
Administrative Assistant	20	20	20	20	20	20	20	20	20	20	20	20	240	\$ 88.19	\$ 21,166.41
Archeologist		20		20	20								60	\$ 100.56	\$ 6,033.36
1-man Survey Crew													0	\$ 139.05	\$ -
2-man Survey Crew													0	\$ 190.56	\$ -
Labor Subtotal (Regular)													\$ 526,331.71		

Labor Subtotal (Regular) \$ 526,331.71

FBILD-7113-00(004)ILPA/108418-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Inspector I													0	\$ 119.99	\$ -
Inspector II	0	20	40	40	40	40	40	40	40	40	20	0	360	\$ 137.94	\$ 49,657.22
Supervisory Technician	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 167.98	\$ -
Supervisory Technician	0	0	5	5	5	5	5	5	5	5	5	0	45	\$ 236.13	\$ 10,626.02
{additional classifications}													0	\$ -	\$ -
Labor Subtotal (Overtime)													\$ 60,283.24		

Labor Subtotal (Overtime) \$ 60,283.24

FBILD-7113-00(004)ILPA/108418-801000

PARTICIPATING DRIVE HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal													0	\$ 335.89	\$ -
Client Manager													0	\$ 253.51	\$ -
Project Engineer	4	4	4	8	8	8	8	8	8	8	4	4	76	\$ 203.83	\$ 15,491.24
Inspector I													0	\$ 65.16	\$ -
Inspector II													0	\$ 74.91	\$ -
Supervisory Technician													0	\$ 106.08	\$ -
Supervisory Technician			4	4	4	4	4	4	4	4	4		36	\$ 149.12	\$ 5,368.44
Administrative Assistant													0	\$ 85.62	\$ -
Archeologist													0	\$ 97.63	\$ -
1-man Survey Crew													0	\$ 85.62	\$ -
{additional classifications}													0	\$ -	\$ -
Participating Drive Cost													\$ 20,889.67		

Participating Drive Cost \$ 20,889.67

CONTRACTOR's Project Completion Time: 384 Productive Days
 Construction Cost Estimate: \$16,276,968

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular) \$ 542,121.66

Labor Subtotal (Overtime) \$ 62,091.74

Participating Drive Cost \$ 20,859.67

CONTRACTOR'S Project Completion Time:	384 Productive Days
Construction Cost Estimate:	\$16,276,968

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular) \$ 301,908.44

Labor Subtotal (Overtime)	\$	10,243.59
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Participating Drive Cost \$ 9,505.09

CONTRACTOR'S Project Completion Time:	384 Productive Days
Construction Cost Estimate:	\$16,276,968

DIRECT COSTS ^{****}

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Client Manager						\$ -
Project Engineer			\$ 6,250.00	\$ 2,854.00		\$ 9,104.00
Engineer Intern						\$ -
Inspector I						\$ -
Inspector II			\$ 22,625.00			\$ 22,625.00
Supervisory Technician	\$ 1,442.00	\$ 1,202.00	\$ 3,312.50			\$ 5,956.50
Administrative Assistant						\$ -
Archeologist	\$ 1,442.00	\$ 1,202.00	\$ 1,687.50			\$ 4,331.50
1-man Survey Crew						\$ -
2-man Survey Crew			\$ 12.50			\$ 12.50
{additional classifications}						\$ -
TOTAL						\$ 42,029.50

**** Provide detail for breakdown of Direct Costs

BILLING RATE TABLE

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	112.18%	%
FCCM (Home)	0.00%	%
Field Overhead Rate ²	112.18%	%
FCCM (Field)	0.00%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	\$ 63.30	\$ 71.01	\$ -	\$ 16.12
Senior Engineer	\$ 59.50	\$ 66.75	\$ -	\$ 15.15
Engineer I	\$ 45.00	\$ 50.48	\$ -	\$ 11.46
Engineer II	\$ 40.00	\$ 44.87	\$ -	\$ 10.18
Engineering Technician	\$ 42.60	\$ 47.79	\$ -	\$ 10.85
CAD Technician	\$ 31.10	\$ 34.89	\$ -	\$ 7.92
Office Manager	\$ 24.00	\$ 26.92	\$ -	\$ 6.11

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Engineering Technician	\$ 63.90	\$ 71.68	\$ -	\$ 16.27
CAD Technician	\$ 46.65	\$ 52.33	\$ -	\$ 11.88

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

BILLING RATE TABLE

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	112.18%	%
FCCM (Home)	0.00%	%
Field Overhead Rate ²	112.18%	%
FCCM (Field)	0.00%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	\$ 66.47	\$ 74.56	\$ -	\$ 16.92
Senior Engineer	\$ 62.48	\$ 70.08	\$ -	\$ 15.91
Engineer I	\$ 47.25	\$ 53.01	\$ -	\$ 12.03
Engineer II	\$ 42.00	\$ 47.12	\$ -	\$ 10.69
Engineering Technician	\$ 44.73	\$ 50.18	\$ -	\$ 11.39
CAD Technician	\$ 32.66	\$ 36.63	\$ -	\$ 8.31
Office Manager	\$ 25.20	\$ 28.27	\$ -	\$ 6.42

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Engineering Technician	\$ 67.10	\$ 75.27	\$ -	\$ 17.08
CAD Technician	\$ 48.98	\$ 54.95	\$ -	\$ 12.47

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

BILLING RATE TABLE

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	<u>112.18%</u>	%
FCCM (Home)	<u>0.00%</u>	%
Field Overhead Rate ²	<u>112.18%</u>	%
FCCM (Field)	<u>0.00%</u>	%
Profit	<u>12.00%</u>	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	\$ 69.79	\$ 78.29	\$ -	\$ 17.77
Senior Engineer	\$ 65.60	\$ 73.59	\$ -	\$ 16.70
Engineer I	\$ 49.61	\$ 55.66	\$ -	\$ 12.63
Engineer II	\$ 44.10	\$ 49.47	\$ -	\$ 11.23
Engineering Technician	\$ 46.97	\$ 52.69	\$ -	\$ 11.96
CAD Technician	\$ 34.29	\$ 38.46	\$ -	\$ 8.73
Office Manager	\$ 26.46	\$ 29.68	\$ -	\$ 6.74

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Engineering Technician	\$ 70.45	\$ 79.03	\$ -	\$ 17.94
CAD Technician	\$ 51.43	\$ 57.70	\$ -	\$ 13.10

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

BILLING RATE TABLE

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	<u>112.18%</u>	%
FCCM (Home)	<u>0.00%</u>	%
Field Overhead Rate ²	<u>112.18%</u>	%
FCCM (Field)	<u>0.00%</u>	%
Profit	<u>12.00%</u>	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	\$ 73.28	\$ 82.20	\$ -	\$ 18.66
Senior Engineer	\$ 68.88	\$ 77.27	\$ -	\$ 17.54
Engineer I	\$ 52.09	\$ 58.44	\$ -	\$ 13.26
Engineer II	\$ 46.31	\$ 51.94	\$ -	\$ 11.79
Engineering Technician	\$ 49.31	\$ 55.32	\$ -	\$ 12.56
CAD Technician	\$ 36.00	\$ 40.39	\$ -	\$ 9.17
Office Manager	\$ 27.78	\$ 31.17	\$ -	\$ 7.07

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Engineering Technician	\$ 73.97	\$ 82.98	\$ -	\$ 18.83
CAD Technician	\$ 54.00	\$ 60.58	\$ -	\$ 13.75

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

HOUR DISTRIBUTION / LABOR COSTS

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

FBLD-7113-00(004)LPA/108418-801000

REGULAR HOURS ONLY																
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Principal											24	24	48	\$ 150.43	\$ 7,220.50	
Senior Engineer													0	\$ 141.40	\$ -	
Engineer I													0	\$ 106.94	\$ -	
Engineering Technician											24	24	48	\$ 101.24	\$ 4,859.30	
CAD Technician													0	\$ 73.91	\$ -	
Office Manager											10	10	20	\$ 57.03	\$ 1,140.68	

Labor Subtotal (Regular) \$ 13,220.48

FBLD-7113-00(004)LPA/108418-801000

POSITION TITLE	OVERTIME HOURS ONLY												Subtotal Hours	Hourly Rate	Extension	
	Overtime Hours Per Month															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7														
Engineering Technician													0	\$ 183.80	\$	-
CAD Technician													0	\$ 134.18	\$	-

Labor Subtotal (Overtime) \$ -

FBLD-7113-00(004)LPA/108418-801000

FBLD-7113-00(004)LPA/108418-801000																	PARTICIPATING DRIVE HOURS ONLY											
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																
	6	7	11	15	19	20	21	21	20	16	11	5																
Principal													0	\$ 150.43	\$	-												
Senior Engineer													0	\$ 141.40	\$	-												
Engineer I													0	\$ 106.94	\$	-												
Engineering Technician													0	\$ 101.24	\$	-												
CAD Technician													0	\$ 73.91	\$	-												
Office Manager													0	\$ 57.03	\$	-												

Participating Drive Cost \$ -

Atwell & Gent, P.A.

FBLD-7113-00(004)LPA/108418-801000

Labor Subtotal (Regular)	\$ 256,724.93
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OVERTIME HOURS ONLY

Labor Subtotal (Overtime) \$

PARTICIPATING DRIVE HOURS ONLY

Participating Drive Cost \$

Atwell & Gent, P.A.

FBLD-7113-00(004)LPA/108418-801000

Labor Subtotal (Regular) \$ 269,561.18

OVERTIME HOURS ONLY

Labor Subtotal (Overtime) \$

PARTICIPATING DRIVE HOURS ONLY

Participating Drive Cost \$

HOUR DISTRIBUTION / LABOR COSTS

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

FBLD-7113-00(004)LPA/108418-801000

REGULAR HOURS ONLY																
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Principal	24	28	44										96	\$ 174.14	\$ 16,717.27	
Senior Engineer	6	7	11										24	\$ 163.68	\$ 3,928.43	
Engineer I	0	0	0										0	\$ 123.79	\$ -	
Engineering Technician	36	42	66										144	\$ 110.04	\$ 15,845.75	
CAD Technician	8	8	8										24	\$ 117.19	\$ 2,812.62	
Office Manager	10	10	10										30	\$ 85.56	\$ 2,566.68	

Labor Subtotal (Regular) \$ 41,870.75

FBLD-7113-00(004)LPA/108418-801000

OVERTIME HOURS ONLY																
POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Engineering Technician													0	\$ 212.77	\$ -	
CAD Technician													0	\$ 155.34	\$ -	

Labor Subtotal (Overtime) \$ -

FBLD-7113-00(004)LPA/108418-801000

FBLD-7113-00(004)LPA/108418-801000																	PARTICIPATING DRIVE HOURS ONLY											
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																
	6	7	11	15	19	20	21	21	20	16	11	5																
Principal													0	\$ 174.14	\$	-												
Senior Engineer													0	\$ 163.68	\$	-												
Engineer I													0	\$ 123.79	\$	-												
Engineering Technician													0	\$ 110.04	\$	-												
CAD Technician													0	\$ 117.19	\$	-												
Office Manager													0	\$ 85.56	\$	-												

Participating Drive Cost \$ -

DIRECT COSTS ^{****}

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Senior Engineer						\$ -
Engineer I						\$ -
Engineering Technician						\$ -
CAD Technician						\$ -
Office Manager						\$ -
TOTAL						\$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$85 per night

50 miles at \$.56 per mile per 2 hours/day

6 days meals of \$41

BILLING RATE TABLE

Kimley-Horn

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	194.38%	%
FCCM (Home)	0.16%	%
Field Overhead Rate ²	174.06%	%
FCCM (Field)		%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	\$ 78.39	\$ 152.38	\$ 0.13	\$ 27.69
Project Manager	\$ 69.85	\$ 135.78	\$ 0.11	\$ 24.68
Sr. Engineer - Utilities	\$ 79.53	\$ 154.58	\$ 0.13	\$ 28.09
Engineer II - Utilities	\$ 50.39	\$ 97.95	\$ 0.08	\$ 17.80
Engineer I - Roadway	\$ 38.71	\$ 75.24	\$ 0.06	\$ 13.67
Engineer I - Traffic	\$ 47.70	\$ 92.71	\$ 0.08	\$ 16.85
Engineer Tech - Utilities	\$ 34.30	\$ 66.67	\$ 0.05	\$ 12.12
Engineer I - LA	\$ 41.56	\$ 80.78	\$ 0.07	\$ 14.68
Engineer II - Hydraulics	\$ 60.52	\$ 117.64	\$ 0.10	\$ 21.38
Engineer I - Hydraulics	\$ 39.74	\$ 77.25	\$ 0.06	\$ 14.04
{additional classifications}		\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

CONSTRUCTION ENGINEERING & INSPECTION

PARTICIPATING DRIVE HOURS ONLY																
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
Principal													0	\$ 258.59	\$ -	
Project Manager													0	\$ 230.43	\$ -	
Sr. Engineer - Utilities													0	\$ 262.33	\$ -	
Engineer II - Utilities													0	\$ 166.23	\$ -	
Engineer I - Roadway													0	\$ 127.68	\$ -	
Engineer I - Traffic													0	\$ 157.33	\$ -	
Engineer Tech - Utilities													0	\$ 113.15	\$ -	
Engineer I - LA													0	\$ 137.09	\$ -	
Engineer II - Hydraulics													0	\$ 199.65	\$ -	
Engineer I - Hydraulics													0	\$ 131.10	\$ -	
													0	\$ -	\$ -	
														Participating Drive Cost \$ -		

HOUR DISTRIBUTION / LABOR COSTS

Kimley-Horn

CONSTRUCTION ENGINEERING & INSPECTION

FBLD-7113-00(004)LP/108418-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal		1		1	1	1		1	1	1			5	\$ 258.59	\$ 1,292.96
Project Manager	2	2	2	2	2	2	2	2	2	2	2	2	24	\$ 230.43	\$ 5,530.22
Sr. Engineer - Utilities		1	1	1	1	1	1	1	1	1	1		10	\$ 262.33	\$ 2,623.32
Engineer II - Utilities		2	2	2	2	2	2	2	2	2	2		20	\$ 166.23	\$ 3,324.57
Engineer I - Roadway	1	1	1	1	1	2	2	2	2	2	2	2	19	\$ 127.68	\$ 2,425.95
Engineer I - Traffic													0	\$ 157.33	\$ -
Engineer Tech - Utilities		4	4	4	4	4	4	4	4	4	4	4	40	\$ 113.15	\$ 4,525.86
Engineer I - LA								2	2				4	\$ 137.09	\$ 548.35
Engineer II - Hydraulics			1		1		1		1				4	\$ 199.65	\$ 798.58
Engineer I - Hydraulics		3	3	3	3	3	3	3	3	3	3		30	\$ 131.10	\$ 3,933.05

Labor Subtotal (Regular) \$ 25,002.86

FBLD-7113-00(004)LP/108418-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Engineering Technician													0	\$ 183.80	\$ -
CAD Technician													0	\$ 134.18	\$ -

Labor Subtotal (Overtime) \$ -

FBLD-7113-00(004)LP/108418-801000

PARTICIPATING DRIVE HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal													0	\$ 258.59	\$ -
Project Manager							2			2			4	\$ 230.43	\$ 921.70
Sr. Engineer - Utilities		2					2						4	\$ 262.33	\$ 1,049.33
Engineer II - Utilities		2					2						4	\$ 166.23	\$ 664.91
Engineer I - Roadway													0	\$ 127.68	\$ -
Engineer I - Traffic													0	\$ 157.33	\$ -
Engineer Tech - Utilities													0	\$ 113.15	\$ -
Engineer I - LA													0	\$ 137.09	\$ -
Engineer II - Hydraulics													0	\$ 199.65	\$ -
Engineer I - Hydraulics													0	\$ 131.10	\$ -

Participating Drive Cost \$ 2,635.95

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular)	\$	13,039.68
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Labor Subtotal (Overtime) \$ -

Participating Drive Cost \$ 1,195.88

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular)	\$	5,020.63
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Labor Subtotal (Overtime) \$ -

Participating Drive Cost	\$ 735.03
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DIRECT COSTS ^{****}

Kimley-Horn

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager	\$ 206.00	\$ 128.00	\$ 600.00			\$ 934.00
Sr. Engineer - Utilities	\$ 103.00	\$ 64.00	\$ 250.00			\$ 417.00
Engineer II - Utilities	\$ 103.00	\$ 64.00	\$ 250.00			\$ 417.00
Engineer I - Roadway	\$ 103.00	\$ 64.00	\$ 600.00			\$ 767.00
Engineer I - Traffic						\$ -
Engineer Tech - Utilities						\$ -
Engineer I - LA	\$ 103.00	\$ 64.00	\$ 250.00			\$ 417.00
Engineer II - Hydraulics						
Engineer I - Hydraulics						
TOTAL						\$ 2,952.00

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$85 per night

50 miles at \$.56 per mile per 2 hours/day

6 days meals of \$41

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	State Route 182 (Martin Luther King Jr. Blvd.) from Beattie Street to Old West Point Road
MDOT Project No.	FBLD-7113-00(004)LPA/108418-801000
Testing Firm Name	Springer Engineering
MDOT District Material Engineer Approval Date for the S&T Report	May 18, 2022

Home Overhead Rate ²	74.11%	%
FCCM (Home)	0.00%	%
Field Overhead Rate ²	74.11%	%
FCCM (Field)	0.00%	%
Profit	12.00%	%

Classification	Hours	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate	Total
Project Manager		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Engineer	58.5	\$ 35.00	\$ 25.94	\$ 7.31	\$ -	\$ 68.25	\$ 3,992.69
Materials Engineer		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin. Assistant	234	\$ 18.00	\$ 13.34	\$ 3.76	\$ -	\$ 35.10	\$ 8,213.53
Sr. Field Technician	589	\$ 22.00	\$ 16.30	\$ 4.60	\$ -	\$ 42.90	\$ 25,268.51

SUBTOTAL - LABOR COSTS \$ 37,474.74

LPA Project Sampling and Testing Requirements

Item Number and Item	Test	Frequency	Number of		Unit Cost	Total Cost
			Test			
203 Unclassified Excavation	Field Density	Low	16	\$	25.00	\$ 400.00
203 Unclassified Excavation	Proctor		2	\$	175.00	\$ 350.00
203 Borrow Excavation	Classification		6	\$	185.00	\$ 1,110.00
204 Borrow Excavation	P.I.		6	\$	50.00	\$ 300.00
				\$	175.00	\$ 1,050.00
205 Borrow Excavation	Proctor		6			
206 Borrow Excavation	Field Density		36	\$	25.00	\$ 900.00
304 Size 610 Base	Field Density		40	\$	25.00	\$ 1,000.00
	Gradation		2	\$	175.00	\$ 350.00
	P.I.		2	\$	50.00	\$ 100.00
	Proctor		1	\$	175.00	\$ 175.00
	Field Density			\$	25.00	\$ -
403 19.5-mm Asphalt Pavement	Mixture QC		4	\$	350.00	\$ 1,400.00
	Tests		25	\$	25.00	\$ 625.00
	Road Density		6	\$	50.00	\$ 300.00
	Road Cores					
	Mixture QC		7	\$	350.00	\$ 2,450.00
403 9.5-mm Asphalt Pavement	Tests		40	\$	25.00	\$ 1,000.00
	Road Density		8	\$	50.00	\$ 400.00
	Road Cores					
601 Class "B" Concrete	Aggregates - Fine		1	\$	45.00	\$ 45.00
	Aggregates - Coarse		1	\$	45.00	\$ 45.00
	Cylinders (4 per set)		20	\$	120.00	\$ 2,400.00
	Cement		1	\$	40.00	\$ 40.00
	Fly Ash		1	\$	40.00	\$ 40.00
	Slag		1	\$	40.00	\$ 40.00
	Aggregates - Fine		1	\$	45.00	\$ 45.00
608 Concrete Sidewalk	Aggregates - Coarse		1	\$	45.00	\$ 45.00

	Cylinders (4 per set)	35	\$	120.00	\$	4,200.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
609 Concrete Curb, Header	Aggregate -Fine	1	\$	45.00	\$	45.00
	Aggregate-	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	25	\$	120.00	\$	3,000.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
609 Concrete Curb, Special Design	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-	1	\$	45.00	\$	45.00
	Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	2	\$	120.00	\$	240.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
609 Combination Curb and Gutter Type 2	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-	1	\$	45.00	\$	45.00
	Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	2	\$	120.00	\$	240.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
609 Combination Curb and Gutter Type 3B	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-	1	\$	45.00	\$	45.00
	Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	25	\$	120.00	\$	3,000.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
614 Concrete Driveway	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-	1	\$	45.00	\$	45.00
	Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	40	\$	120.00	\$	4,800.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
616 Concrete Median, 10-inch	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-	1	\$	45.00	\$	45.00
	Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	4	\$	120.00	\$	480.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
616 Concrete Median, 4-inch	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-	1	\$	45.00	\$	45.00
	Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	1	\$	120.00	\$	120.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
907 Pole Foundations	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-	1	\$	45.00	\$	45.00
	Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	19	\$	120.00	\$	2,280.00
	Cement	1	\$	40.00	\$	40.00

907 Pole Foundation, Transmissioin Structure Pier	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	5	\$	120.00	\$	600.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00

SUB-TOTAL - LPA Project Sampling and Testing Requirements \$ 35,580.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	976	Miles	\$ 0.63	\$ 610.00

SUB-TOTAL - EXPENSE ITEMS \$ 610.00

TOTAL PROPOSED FEE **\$ 73,664.74**

NOTES:

(Provide notes similar to breakdown example provided below)

Technician hours are based 46 - 1 hour trips to the project site for earthwork and aggregate base testing, 11 - 9 hour trips for asphalt testing, 177 - 2.0 hours trips for concrete testing. 1 hour clerical per technician testing trip and 0.25 hours for project engineer for preparation and review of reports. Mileage is based on 2 miles per trip, except for 11 - 60 mile trips to asphalt plant.

Senior Field Inspector Trip and Hourly Summary

Description	Trips	Hours/Trip	Hours	Miles/ Trip	Miles
Sample Pickup 203	8	0.5	4	2	16
Sample Pickup - 304	1	0.5	0.5	2	2
Sample Pickup - 403	11	1	11	60	660
Sample Pickup 601	21	0.5	10.5	2	42
Sample Pickup - 608	36	0.5	18	2	72
Sample Pickup - 609	26	0.5	13	2	52
Sample Pickup 614	41	0.5	20.5	2	82
Sample Pickup - 616	5	0.5	2.5	2	10
Sample Pickup - 907-634	20	0.5	10	2	40
Sample Pickup 907-684	6	0.5	3	2	12
Totals	169		90		976

{put Termini in here:}

{LPA name}, MS

{external #}LPA / {MDOT #}

{Date}

{name of PDA sub}

Estimate of PDA Mobilization Cost per mile				
Miles one-way	miles round trip	No. of round trips	miles/hr	no. of hours
hourly wage ⁽¹⁾	raw labor	overhead	total labor	COST PER MILE
			\$ -	\$ -

(1) 1 Engineer @ \$xx/hour avg raw labor rate

ROUND TRIP 2016 MAC ESTIMATED				
UNIT	ALL SITES	Estimated	COST	
PDA Mobilization / Demobilization	cost/mile	0 miles	\$ -	\$ -
PDA Testing	per 1/4 day (3hrs)	0		\$ -
Total PDA field testing			\$	-

(includes engineer salary for travel time to & from site plus on-site testing cost)

No. of Test Piles	No. of EOIDs	1-Day Restrikes	7-Day Restrikes	Total PDA tests

PDA Test Pile No.	No. Qtrs for EOID	No. Qtrs for 1-Day Restrike	No. Qtrs for 7-Day Restrike	Total No. of Qtrs/testpile
1				
2				

Total Project PDA Qtrs
0

MDOT Process Item Description	No. of	Estimated Office Hours									
	Sheets	Principal	Project Manager	Discipline Manager	Engineer	Engineer Intern	Designer	Admin II	Sr. Field Technician	Total Hours	Total Hours
{ example: Initial Drive, 1-day and 7-day Restrikes for each test pile (total two piles, 6 Total PDA tests), One Bridge Site}											
Travel										0.0	0.0
CAPWAP Analyses										0.0	0.0
WEAP Analyses										0.0	0.0
Report										0.0	0.0

Total Hours

Raw Labor Rates
Labor Cost

--	--	--	--	--	--	--	--	--	--	--	--

Overhead	%	
Fixed Fee	%	
FCCM Overhead	%	
SUBTOTAL - LABOR COSTS		\$ -

EXPENSE ITEMS	Quantity	Unit	Unit Cost	Total Cost	Cost
Equipment					\$0.00
Motel					\$0.00
Per Diem					\$0.00
Mileage					\$0.00

SUB-TOTAL - EXPENSE ITEMS \$0.00

TOTAL PROPOSED FEE \$ -

Total cost / pile \$ -

[illegible]



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 11.01.2022
PAGE: 1

SUBJECT: Consideration of approving Summary Change Order #1 for the 2022 Street Improvement project in the amount of \$347,897.77.

AMOUNT & SOURCE OF FUNDING: 120-300-912-861 Modernization Use Tax

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering Department

DIRECTOR'S

AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT: Cody Burnett

This is a summary change order that reflects the final quantities based on the actual as-built conditions. The overages primarily were related to necessary improvements including asphalt and striping on various roadways including W Garrard, S. Montgomery, and University Drive.

SUGGESTED MOTION: Move for approval of Summary Change Order #1 for the 2022 Street Improvement project in the amount of \$347,897.77.

Change Order

No. 1

Date of Issuance: 10/21/2022 Effective Date: _____

Project: 2022 Street Improvement Project	Owner: City of Starkville	Owner's Contract No.: 22003
Contract: 2022 Street Improvement Project 22003		Date of Contract: 05/03/2022
Contractor: Falcon Contracting Co., Inc.		Engineer's Project No.: 22003

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

Description:

Installing necessary asphalt and striping improvements for roads including W Garrard, University, S. Montgomery

Reason for Change Order: It was determined that additional asphalt was needed on W Garrard to provide a suitable roadway; the base layer had been overlooked in the estimate. It was also determined that Edge striping was needed for all of Garrard Road to provide a safe traveling environment for vehicles; it was determined to create a safety hazard without these stripes. The material used for University Drive striping was much more expensive than originally estimate. S. Montgomery Street was added to the project list and Board approved after the original contract was approved. Other minor areas around town needed additional striping for safety reasons and also contributed to the cost overage. All increased quantities were within the context of the original pay items.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$1,323,634.20

Increase from previously approved Contract to No. 1:

\$347,897.77.

Contract Price prior to this Change Order:

\$1,323,634.20

Increase of this Change Order:

\$347,897.77

Contract Price incorporating Change Order:

\$1,671,531.97

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____



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

AGENDA ITEM NO:
AGENDA DATE: Nov 1, 2022
PAGE: 1

SUBJECT: Request authorization to advertise for bids for the Cornerstone Blvd. Entrance Landscaping Project

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Engineering

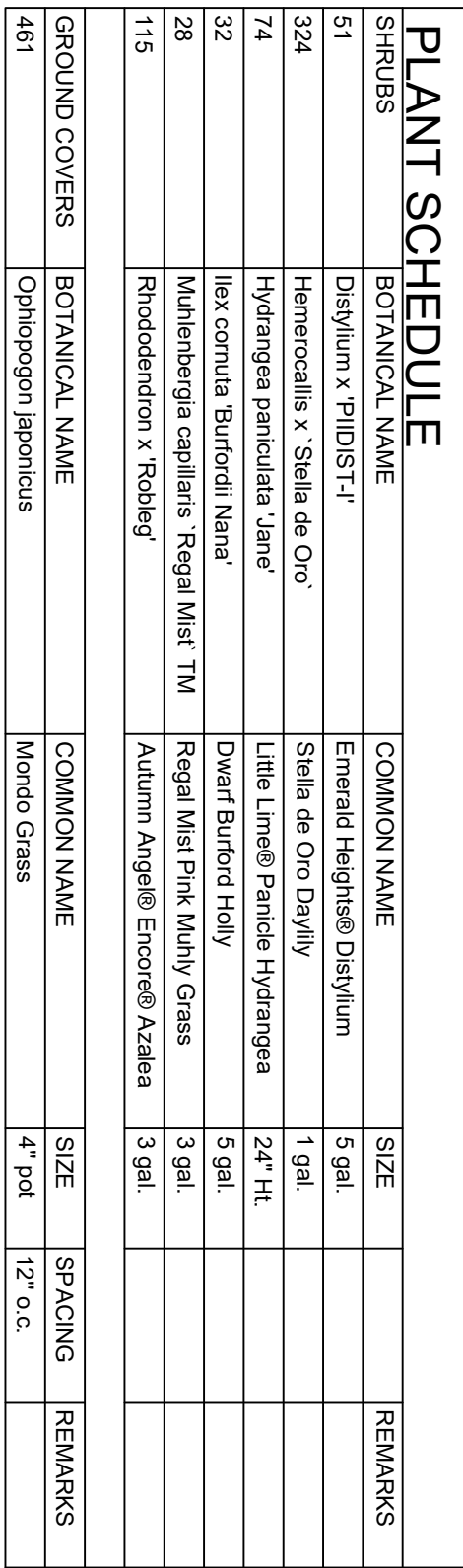
DIRECTOR'S
AUTHORIZATION: Cody Burnett, City Engineer

FOR MORE INFORMATION CONTACT: Chris Williams

This project includes landscaping the center median of Cornerstone Blvd at Highway 25, removal of vegetation along either side of the road up to the Cornerstone Park Entrance and landscaping at the park entrance.

SUGGESTED MOTION:

Move approval to advertise for bids for the Cornerstone Blvd. Landscape Project.



PLANT SCHEDULE					
SPROUS	BOTANICAL NAME	COMMON NAME	SIZE		REMARKS
51	DSUNIMU x PRIDSTO*	Emerald Hagliss DSUNIMU	5 gal.		
324	Hyemerochloa x Stelis de Oro*	Stelis de Oro Draylin	1 gal.		
74	Hyemerochloa paniculata Jane*	Little Pine Prairie Hyemerochloa	24" H.		
32	Illex cornuta Burfordi Nana*	Dwarf Burford Holly	5 gal.		
28	Muhlenbergia capillaris Regal Mist™	Regal Mist Pink Muhly Grass	3 gal.		
115	Photodendron x Reddy*	Autumn Angeli Encore Azalea	3 gal.		
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
461	Optipogon japonicus	Morita Grass	4" pot.	12" o.c.	



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

AGENDA ITEM NO:
AGENDA DATE: Nov 1, 2022
PAGE: 1

SUBJECT: Request authorization to advertise for bids for the Cornerstone Blvd. Pavement Overlay Project

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Engineering

DIRECTOR'S
AUTHORIZATION: Cody Burnett, City Engineer

FOR MORE INFORMATION CONTACT: Chris Williams

This project includes the milling and pavement overlay of Cornerstone Blvd from Highway 25 to the new Cornerstone Park Entrance.

SUGGESTED MOTION:

Move approval to advertise for bids for the Cornerstone Blvd. Pavement Overlay Project.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 11.01.2022
PAGE: 1

SUBJECT: Consideration of approval of Change Order #3 in the amount of \$65,439.92 for the Sportsplex Drainage for adjustments to final quantities, electrical repairs, and drainage box adjustment.

AMOUNT & SOURCE OF FUNDING This project will be funded through 1% funds transferred to Cornerstone Park Bond Fund. \$65,439.92 380-551-907-956

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering Department

DIRECTOR'S

AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

The line items for borrow material, excess excavation, and gravel were higher than originally anticipated due to sloughing of trench walls and additional unsuitable material discovered during construction which had to be replaced. This change order also includes work for repairs to electric lines that were discovered during construction that were not as shown on the original construction plans for the Sportsplex. Additional sidewalk had to be replaced due to how the pipe and jointing fell. Additionally, an adjustment to a precast drainage box was required to allow for proper drainage.

SUGGESTED MOTION: Move for approval of Change Order #3 in the amount of \$65,439.92 for the Sportsplex Drainage for adjustments to final quantities, electrical repairs, and drainage box adjustment.

Change Order

No. 3

Date of Issuance: 11/1/22

Effective Date: 11/1/22

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

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

Description:

Electrical repairs, drainage and quantity adjustments.

Reason for Change Order: Quantities were higher due to sloughing of trench sides and additional unsuitable material that was discovered during construction; electrical lines not shown on the plans needed repairs.

Attachments (list documents supporting change):

Electrical repair invoices, box adjustment change order request

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$240,551.54

Increase from previously approved Contract to No. 2:

\$10,692.00

Contract Price prior to this Change Order:

\$251,243.54

Increase of this Change Order:

\$65,439.92

Contract Price incorporating Change Order:

\$316,683.46

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 90

Ready for final payment (days or date): 90

Increase from previously approved Change Orders to No. 2:

Substantial completion (days): 11

Ready for final payment (days): 11

Contract Times prior to this Change Order:

Substantial completion (days or date): 101

Ready for final payment (days or date): 101

Increase of this Change Order:

Substantial completion (days or date): 11

Ready for final payment (days or date): 11

Contract Times with all approved Change Orders:

Substantial completion (days or date): 112

Ready for final payment (days or date): 112

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 11/01/2022

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2021 – 2022 Budget

FISCAL NOTE: Total Claims for the **FY 23** Claims Docket Ending November 01, 2022 is \$2,688,473.86
Of which the claims amount for Starkville Utilities is \$560,014.46

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of November 01, 2022 for fiscal years ending 09/30/23 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.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 10/18/2022 - 10/26/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
KRONOS	11975299	10/16/2022	PAYROLL	001-000-054-205	944.00
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-000-054-205	1,457.64
KEITH CUMMINGS	INV0035644	10/17/2022	CHARGE RETIRED	001-000-149-691	50.00
COLE HARDY	INV0035645	10/17/2022	CHARGE RETIRED	001-000-149-691	280.00
MASON HICKS	INV0035646	10/17/2022	HAD INSURANCE COVERAGE PAYMENT ALREADY PROCESSED	001-000-149-691	451.14
CORY SHIERS	INV0035647	10/17/2022	RESTITUTION	001-000-149-691	200.00
CADENCE /ELAN VISA	102122F8TT1	10/21/2022	POTATO SALAD,BEANS,PULLED PORK, SAUCE	001-000-160-698	151.89
CADENCE /ELAN VISA	311271	10/21/2022	PIZZA	001-000-160-698	89.00
CADENCE /ELAN VISA	711231	10/21/2022	DELI TRAY	001-000-160-698	143.98
Outstanding Total:					3,767.65
Paid					
CADENCE /ELAN VISA	69051553	10/21/2022	INDEED FOR SEPTEMBER	001-000-054-205	45.28
CADENCE /ELAN VISA	69051553	10/21/2022	INDEED FOR SEPTEMBER	001-000-054-205	36.38
CADENCE /ELAN VISA	69051553	10/21/2022	INDEED FOR SEPTEMBER	001-000-054-205	31.84
CADENCE /ELAN VISA	69051553	10/21/2022	INDEED FOR SEPTEMBER	001-000-054-205	26.75
CADENCE /ELAN VISA	69051553	10/21/2022	INDEED FOR SEPTEMBER	001-000-054-205	29.02
CADENCE /ELAN VISA	69051553	10/21/2022	INDEED FOR SEPTEMBER	001-000-054-205	23.70
Paid Total:					192.97
Department 000 - UNDESIGNATED Total:					3,960.62
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-100-604-330	77.34
Outstanding Total:					77.34
Department 100 - BOARD OF ALDERMEN Total:					77.34
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SERVICES, INC	29343151	10/12/2022	METER USAGE	001-110-604-330	124.49
CANON FINANCIAL SERVICES, INC	29343155	10/12/2022	METER USAGE	001-110-604-330	142.03
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-110-604-330	77.34
QUADIENT FINANCE USA, INC.	INV0035671	10/18/2022	POSTAGE	001-110-604-330	750.00
Outstanding Total:					1,093.86
Department 110 - MUNICIPAL COURT Total:					1,093.86
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	MONTHLY USAGE	001-111-604-330	159.84
Outstanding Total:					159.84
Department 111 - YOUTH COURT Total:					159.84
Department: 120 - MAYORS OFFICE					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	MONTHLY USAGE	001-120-604-330	97.20
CANON SOLUTIONS AMERICA*	6001998468	10/01/2022	MAINTENANCE	001-120-604-330	12.65
CANON SOLUTIONS AMERICA*	6002012147	10/01/2022	MAINTENANCE	001-120-604-330	11.98

Expense Approval Report

Post Dates: 10/18/2022 - 10/26/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	29343154	10/12/2022	METER USAGE	001-120-604-330	99.76
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-120-604-330	77.34
QUADIENT FINANCE USA, INC.	INV0035671	10/18/2022	POSTAGE	001-120-604-330	20.00
Outstanding Total:					318.93
Department 120 - MAYORS OFFICE Total:					318.93
Department: 123 - IT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	MONTHLY USAGE	001-123-604-330	97.20
CANON FINANCIAL SERVICES, INC	29343145	10/12/2022	METER USAGE	001-123-604-330	104.86
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-123-604-330	77.33
CADENCE /ELAN VISA	INV0035668	10/25/2022	GATECOM	001-123-600-300	19.95
Outstanding Total:					299.34
Department 123 - IT Total:					299.34
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	MONTHLY USAGE	001-145-604-330	48.60
CANON FINANCIAL SERVICES, INC	29343144	10/12/2022	METER USAGE	001-145-604-330	528.88
CANON FINANCIAL SERVICES, INC	29343151	10/12/2022	METER USAGE	001-145-604-330	124.49
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-145-604-330	77.34
QUADIENT FINANCE USA, INC.	INV0035671	10/18/2022	POSTAGE	001-145-604-330	207.93
CADENCE /ELAN VISA	INV0035669	10/19/2022	ROOM FOR CLERK TRAINING CINDY PERKINS	001-145-610-350	297.00
CINDY PERKINS	INV0035663	10/25/2022	MEAL REIMBURSEMENT CLERK TRAINING	001-145-610-350	57.92
Outstanding Total:					1,342.16
Department 145 - OTHER ADMINISTRATIVE Total:					1,342.16
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1260082	10/19/2022	BOND RENEWAL CINDY PERKINS	001-159-620-371	175.00
Outstanding Total:					175.00
Department 159 - BONDING-CITY EMPLOYEES Total:					175.00
Department: 169 - LEGAL					
Outstanding					
WATKINS & EAGER PLLC	421884	10/07/2022	CONTINUING DISCLOSURE ANNUAL REPORTS	001-169-600-309	3,295.50
Outstanding Total:					3,295.50
Department 169 - LEGAL Total:					3,295.50
Department: 180 - HUMAN RESOURCES					
Outstanding					
CLINIC AT ELM LAKE, THE	34176	09/27/2022	DRUG SCREEN	001-180-600-320	90.00
CLINIC AT ELM LAKE, THE	34200	09/28/2022	2 5-2 PANEL DRUG SCREEN	001-180-600-320	60.00
CANON FINANCIAL SERVICES, INC	29343145	10/12/2022	METER USAGE	001-180-604-330	104.85
KRONOS	11975299	10/16/2022	PAYROLL	001-180-691-505	2,832.00
KRONOS	11975626	10/16/2022	SEPT ACH RETURNS	001-180-691-505	55.00
QUADIENT FINANCE USA, INC.	INV0035671	10/18/2022	POSTAGE	001-180-604-330	20.00
Outstanding Total:					3,161.85
Paid					
CADENCE /ELAN VISA	69051553	10/21/2022	INDEED FOR SEPTEMBER	001-180-610-340	12.27

Expense Approval Report

Post Dates: 10/18/2022 - 10/26/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	69051553	10/21/2022	INDEED FOR SEPTEMBER	001-180-610-340	19.62
Paid Total:					31.89
Department 180 - HUMAN RESOURCES Total:					3,193.74
Department: 190 - CITY PLANNER					
Outstanding					
CANON FINANCIAL SERVICES, INC	29343154	10/12/2022	METER USAGE	001-190-604-330	99.76
ARCHITECTONICS	INV0035648	10/13/2022	ARCH REVIEW EXPRESS CLINIC	001-190-600-305	200.00
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-190-604-330	77.33
QUADIENT FINANCE USA, INC.	INV0035671	10/18/2022	POSTAGE	001-190-604-330	120.00
MUNICODE	50B42F29-0003	10/21/2022	MUNIPRO SUBSCRIPTION	001-190-690-554	295.00
Outstanding Total:					792.09
Department 190 - CITY PLANNER Total:					792.09
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
PETTY CASH VOUCHERS	INV0035649	10/17/2022	ALDERMAN SNACKS	001-192-510-220	9.68
CINTAS	4134562140	10/18/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4134562267	10/18/2022	SUPPLIES	001-192-510-220	74.44
CINTAS	4135265172	10/25/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4135265238	10/25/2022	SUPPLIES	001-192-510-220	37.22
Outstanding Total:					146.58
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					146.58
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	12986	10/13/2022	LOCAL MATCHING FUNDS-AGING FY 2023	001-195-690-454	11,796.00
Outstanding Total:					11,796.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					11,796.00
Department: 197 - ENGINEERING					
Outstanding					
CANON FINANCIAL SERVICES, INC	29343154	10/12/2022	METER USAGE	001-197-604-330	99.76
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-197-604-330	77.33
QUADIENT FINANCE USA, INC.	INV0035671	10/18/2022	POSTAGE	001-197-604-330	20.00
Outstanding Total:					197.09
Department 197 - ENGINEERING Total:					197.09
Department: 201 - POLICE DEPARTMENT					
Outstanding					
SANTA CRUZ GUNLOCKS LLC	48680	07/06/2022	SHOTGUN RACK	001-201-556-251	452.25
R&M TIRES	1140470	09/06/2022	VIN#9661 2 GEN G MAX TIRES	001-201-630-360	328.64
R&M TIRES	1140843	09/26/2022	WEIGHTS AND BALANCE	001-201-630-360	31.95
SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	VIN#5179 HEAD KIGHT AND LABOR	001-201-630-360	48.60
SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	MONTHLY USAGE	001-201-604-330	97.20
NEWELL PAPER COMPANY	3149852	09/29/2022	MONTHLY USAGE	001-201-604-330	97.20
AT&T VPN SERVICE	3142696452	10/01/2022	10 YELLOW 24" DUST MOP HEADS	001-201-555-208	126.42
CANON SOLUTIONS AMERICA*	6002012273	10/01/2022	DPS NCIC	001-201-604-330	222.11
CANON SOLUTIONS AMERICA*	6002014443	10/01/2022	MAINTENANCE	001-201-635-369	73.05
NEWELL PAPER COMPANY	3149998	10/03/2022	MAINTENANCE	001-201-635-369	35.22
A+ AUTO REPAIR	024080	10/04/2022	6 CASES COPY PAPER	001-201-501-200	204.72
R&M TIRES	1141089	10/07/2022	A/C COMPRESSOR, ETC	001-201-630-360	1,169.97
WALMART- CAPITAL ONE	207934	10/07/2022	VIN#6901 NEW BRAKE PADS,ROTORS ON FRONT BRAKE LABO	001-201-630-360	735.00
			CHARCOAL	001-201-501-200	19.88

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
R&M TIRES	1141120	10/10/2022	VIN#2616 BRAKE ROTORS BRAKE PAD & TIRE ROTATION	001-201-630-360	395.99
GULF STATES DISTRIBUTORS, INC.	1429007	10/10/2022	5.56 MM RED 500 PER CASE SIMUNITIONS FOR SWAT	001-201-556-251	1,340.00
WATERMARK PRINTERS LLC	15237	10/11/2022	150 BUSINESS CARDS K VAXTER	001-201-501-200	36.00
ACCURATE LAW ENFORCEMENT	20-2424	10/11/2022	SWAT SIMUNITIONS 4 RED SIMS 9MM	001-201-545-238	1,103.00
GTPDD PHARMACY	35730	10/11/2022	MEDICINE FOR CITY PRISONER J DUNCAN	001-201-541-240	40.36
R&M TIRES	1141186	10/12/2022	VIN#4083 OIL CHANGE	001-201-630-360	88.45
CANON FINANCIAL SERVICES, INC	29343148	10/12/2022	METER USAGE	001-201-635-369	790.63
CANON FINANCIAL SERVICES, INC	29343150	10/12/2022	METER USAGE	001-201-635-369	57.60
CANON FINANCIAL SERVICES, INC	29343152	10/12/2022	METER USAGE	001-201-635-369	274.66
SULLIVAN'S OFFICE SUPPLY, INC.	76409	10/12/2022	INK CARTRIDGES & 2 CHAIR PADS	001-201-501-200	350.00
WATERMARK PRINTERS LLC	15250	10/13/2022	BUSINESS CARDS W LEDLOW (200) ,A DODD(150) 400 CRAS	001-201-501-200	165.00
TRI-STARR MUFFLER & BRAKES	791538	10/13/2022	BRAKE LIGHT SWITCH,OIL UNIT,FRONT PADS & ROTORS	001-201-630-360	1,909.57
AT&T-NCIC MONITOR LINE	INV0035658	10/14/2022	NCIC MONITORING	001-201-604-330	41.08
STARKVILLE UTILITIES	INV0035670	10/14/2022	MONTHLY USAGE	001-201-625-380	4.79
AMAZON CAPITAL SERVICES, INC.	1144-MQMJ-9PCM	10/15/2022	32 COUNT AA & AAA BATTERIES	001-201-501-200	39.87
AMAZON CAPITAL SERVICES, INC.	14VT-H674-3F1N	10/16/2022	FIRST AID 237 PIECE REFILL PACKS FOR MEDICINE CABI	001-201-501-200	45.13
WATERMARK PRINTERS LLC	15248	10/16/2022	150 BUSINESS CARDS CPL ROBERT EQUIRES	001-201-501-200	36.00
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-201-604-330	347.33
LITTLE DOOEY OF STARKVILLE, INC	111222G8U	10/17/2022	BULLDOG BASH MEETING CONSTRUCTIONAL TEAM	001-201-600-300	151.89
MAGNOLIA BOTTLED WATER CO	59690	10/17/2022	9 COOLER WATER	001-201-501-200	81.00
AT&T VPN SERVICE	7962072705	10/17/2022	VPN SERVICES	001-201-604-330	205.61
DPS CRIME LAB	90123445	10/17/2022	ANALYTICAL FEES (4)	001-201-600-300	240.00
PETTY CASH VOUCHERS	INV0035650	10/17/2022	TITLE APPLICATION VIN# 3619	001-201-691-550	10.00
M.T.O.A	INV0035659	10/17/2022	DCSD/MTOA SNIPER COURSE M MCCLENDON	001-201-690-552	400.00
M.T.O.A	INV0035660	10/17/2022	DCSD/MTOA SNIPER COURSE S GARCIA	001-201-690-552	400.00
FUELMAN / FLEETCOR	NP63097867	10/17/2022	FUEL USAGE 10.10.22-10.16.22	001-201-525-231	3,513.27
ARMY NAVY PAWN SHOP	101822A	10/18/2022	SWAT BOOTS	001-201-535-233	70.00
R&M TIRES	1141290	10/18/2022	VIN#0908 REPAIR FLAT	001-201-630-360	25.00
R&M TIRES	1141291	10/18/2022	VIN#7165 OIL CHANGE	001-201-630-360	69.45
AMAZON CAPITAL SERVICES, INC.	1XNG-LNHG-7QM9	10/18/2022	APPLE IPAD AIR VIDEO MAKER,GAMING MOUSE,LIGHT PANE	001-201-630-404	1,919.36
WALMART- CAPITAL ONE	384546	10/18/2022	OFFICE SUPPLIES	001-201-501-200	27.84
DANNY MCCLUSKEY TOWING	3661	10/19/2022	TOW PATROL CAR #2115 TO R&M TIRES	001-201-600-300	65.00
TWISTED GRAPHIX, LLC	45	10/19/2022	2017 FORD EXPLORER VEHICLE WRAP	001-201-630-360	1,176.00
PARKER MADEEN	INV0035661	10/19/2022	GEORGE SHERMAN CLOTHING ALLOWANCE	001-201-535-233	500.00
ARMY NAVY PAWN SHOP	1020SSA	10/20/2022	LEUPOLD RX 1400I IRANGER FOR ACTIVE SHOOTER TRAINI	001-201-556-251	130.00
WATERMARK PRINTERS LLC	15249	10/20/2022	150 BUSINESS CARDS CPL D BALL	001-201-501-200	36.00
GREGORY LOVELADY	16582	10/20/2022	2 PACK SURGE PROTECTORS	001-201-501-200	19.68
AMAZON CAPITAL SERVICES, INC.	1KY7-QYFW-N73W	10/20/2022	DELL UNIVERSAL DOCK D6000S	001-201-630-404	193.05

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
IVY AUTO PARTS, LLC.	695717	10/20/2022	BATTERY	001-201-630-360	148.34
WALMART- CAPITAL ONE	224681	10/21/2022	3- 50 FT EXTENSION CORDS	001-201-501-200	47.94
			BULLDOG BASH		
ARMY NAVY PAWN SHOP	102422A	10/24/2022	1 PAIR TACTICAL PANTS	001-201-535-233	45.00
FIRST RESPONSE FIRE- MIKE COLLINS	301197	10/24/2022	FIRE EXTINGUISHER RECHARGE	001-201-501-200	200.00
OKTIBBEHA COUNTY COOPERATIVE	835215	10/24/2022	SWAT BOOTS	001-201-535-233	124.85
CADENCE /ELAN VISA	INV0035667	10/25/2022	GOOGLE STORAGE	001-201-501-200	1.99
Outstanding Total:					20,489.07
Department 201 - POLICE DEPARTMENT Total:					20,489.07

Department: 246 - CODE ENFORCEMENT

Outstanding

R&M TIRES	1141184	10/12/2022	VIN#7934 TIRE WHEEL WEIGHTS AND BALANCE	001-246-630-400	186.00
IVY AUTO PARTS, LLC.	695732	10/12/2022	3 TON FLOOR JACK & LUG WRENCH CODE ENFORCEMENT TRU	001-246-555-250	171.53
FUELMAN / FLEETCOR	NP63097867	10/17/2022	FUEL USAGE 10.10.22-10.16.22	001-246-525-231	71.65
QUADIENT FINANCE USA, INC.	INV0035671	10/18/2022	POSTAGE	001-246-604-330	120.00
Outstanding Total:					549.18
Department 246 - CODE ENFORCEMENT Total:					549.18

Department: 261 - FIRE DEPARTMENT

Outstanding

PARKER CDJR*	200384	04/19/2022	OIL CHANGE FD2 VEHICLE	001-261-630-360	78.41
LDB DOORS LLC- LARRY BROWNLEE JR.	0398	07/28/2022	14' COMMERCIAL LIFTMASTER TROLLEY AND 2 REMOTES	001-261-558-269	1,650.00
SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	MONTHLY USAGE	001-261-604-330	600.72
NEWELL PAPER COMPANY	3150058	10/07/2022	DISH DETERGENT, DETERGENT. GLASS CLEANER	001-261-555-208	182.68
UPS	0000054E5Y412	10/08/2022	SHIP PACKAGE	001-261-604-330	32.00
FRESH PRINTS LLC	68900	10/08/2022	UNIFORM SHIRTS	001-261-535-233	1,207.00
DANNY'S AUTOMOTIVE & ENGINE REPAIR	INV0035672	10/10/2022	R&R ALL COMPONENTS TO FIX COLUM SHIFT PINK VIC	001-261-630-360	235.00
INTERSTATE BATTERY OF CNTRL MS	3036081	10/11/2022	BATTERY SPRINT 2	001-261-630-360	134.95
O'REILLY AUTO PARTS	0997-274456	10/12/2022	INSTALL MANIFOLD	001-261-630-360	187.72
CANON FINANCIAL SERVICES, INC	29343147	10/12/2022	COPIER USAGE	001-261-604-330	278.74
INTERSTATE BATTERY OF CNTRL MS	3036121	10/13/2022	BATTERY PINK CROWN VIC	001-261-630-360	50.00
DANNY'S AUTOMOTIVE & ENGINE REPAIR	INV0035651	10/14/2022	R&R INTAKE & ADD ANTIFREEZE CROWN VIC (PINK)	001-261-630-360	252.00
STARKVILLE UTILITIES	INV0035670	10/14/2022	MONTHLY USAGE	001-261-625-380	1,488.24
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-261-604-330	77.33
OKTIBBEHA COUNTY COOPERATIVE	832881	10/17/2022	BAR AND CHAIN OIL, PREMIX FUEL	001-261-525-231	120.95
FUELMAN / FLEETCOR	NP63097867	10/17/2022	FUEL USAGE 10.10.22-10.16.22	001-261-525-231	680.92
NAFECO	1171461	10/19/2022	TAIL PATCH FOR TURNOUTS	001-261-535-233	80.50
BULLDOG TOWING & RECOVERY	44786	10/19/2022	TOW PINK CROWN VIC TO DANNY'S AUTOMOTIVE	001-261-630-360	82.50
WALMART- CAPITAL ONE	330698	10/20/2022	TV AND MOUNT ST 2 FOR TRAINING	001-261-600-390	463.00
M'PRINTS	54855	10/20/2022	UNIFORM SHIRT SHORT SLEEVE	001-261-535-233	1,398.50
M'PRINTS	55279	10/20/2022	UNIFORM SHIRTS LONG SLEEVE	001-261-535-233	2,102.00
WALMART- CAPITAL ONE	862725	10/20/2022	LINEN FOR NEW FIREFIGHTER	001-261-555-250	129.74
WALMART- CAPITAL ONE	912369	10/21/2022	PILLOW FOR NEW FIREFIGHTER	001-261-555-250	7.34
WALMART- CAPITAL ONE	982458	10/21/2022	TRUNK OR TREAT AND PUMPKIN PALOOZA	001-261-555-250	200.04

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
DANIEL CORLEY MOORE	102322	10/23/2022	9 L'S OF LEADERSHIP	001-261-600-390	255.00
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17043990	10/24/2022	3 HELMETS W/SHIELD	001-261-918-805	821.67
NESCO ELECTRICAL DISTRIBUTORS	52557687.001	10/24/2022	LIGHTS FOR ST 4	001-261-558-269	198.00
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17044008	10/25/2022	BOOTS, GLOVES, HOODS	001-261-918-805	1,101.00
CADENCE /ELAN VISA	INV0035666	10/25/2022	VIASAT INTERNET	001-261-604-330	170.85
Outstanding Total:					14,266.80
Department 261 - FIRE DEPARTMENT Total:					14,266.80
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	29343154	10/12/2022	METER USAGE	001-281-604-330	99.76
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-281-604-330	77.33
CADENCE /ELAN VISA	77225475	10/21/2022	ULINE CUSTOM TAGS PREWIRED	001-281-691-550	296.75
Outstanding Total:					473.84
Department 281 - BUILDING/CODES OFFICE Total:					473.84
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0035670	10/14/2022	MONTHLY USAGE	001-290-625-380	130.58
Outstanding Total:					130.58
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					130.58
Department: 301 - STREET DEPARTMENT					
Outstanding					
STARKVILLE LP GAS	3072912	08/04/2022	PROPANE FOR ASPHALT TRUCK	001-301-555-250	39.00
SAFETY-KLEEN SYSTEMS, INC.	89925709	09/29/2022	PARTS, WASHER SOLUTION	001-301-630-400	252.00
APAC-MISSISSIPPI, INC	4000131993	10/05/2022	ASPHALT	001-301-560-270	626.46
APAC-MISSISSIPPI, INC	4000132113	10/06/2022	ASPHALT	001-301-560-270	633.88
APAC-MISSISSIPPI, INC	4000132227	10/07/2022	ASPHALT	001-301-560-270	625.40
STARKVILLE AUTO PARTS	5151-156202	10/10/2022	BULBS	001-301-630-360	10.00
MMC MATERIALS, INC.	792386	10/11/2022	CONCRETE	001-301-560-270	517.50
THOMPSON MACHINERY*	PC110319142	10/11/2022	SEALS	001-301-630-400	19.16
PAUL'S WELDING	0925	10/12/2022	REPAIR TAILGATE	001-301-630-400	340.00
APAC-MISSISSIPPI, INC	4000132667	10/12/2022	ASPHALT	001-301-560-270	642.36
EAST MISSISSIPPI LUMBER CO.	831440	10/12/2022	CARHT JACKET	001-301-535-233	94.00
THOMPSON MACHINERY*	PC110319206	10/12/2022	CABLE FOR EQUIPMENT	001-301-630-400	324.04
BELL BUILDING SUPPLY, INC.	358508	10/13/2022	TRASH BAGS, SCREWS ETC	001-301-555-250	83.20
STARKVILLE AUTO PARTS	5151-156319	10/14/2022	SIPHON KIT	001-301-630-360	39.46
RACKLEY OIL INC.	585589	10/14/2022	GEAR OIL	001-301-630-360	69.95
OKTIBBEHA COUNTY COOPERATIVE	832015	10/14/2022	PRIMER BULB	001-301-630-400	3.40
STARKVILLE UTILITIES	INV0035670	10/14/2022	MONTHLY USAGE	001-301-625-380	32,976.04
STARKVILLE UTILITIES	INV0035670	10/14/2022	MONTHLY USAGE	001-301-625-380	18.78
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-301-604-330	77.33
WATERS TRUCK & TRACTOR CO. INC.	01P115009	10/17/2022	PARTS FOR TRUCK #706	001-301-630-360	34.23
FUELMAN / FLEETCOR	NP63097867	10/17/2022	FUEL USAGE 10.10.22-10.16.22	001-301-525-231	1,329.56
CINTAS	4134562274	10/18/2022	SUPPLIES	001-301-555-250	36.78
STARKVILLE AUTO PARTS	5151-156376	10/18/2022	AIR FILTERS	001-301-630-360	45.75
GATEWAY TIRE & SERVICE CENTER	1018-169585	10/19/2022	61A FLAT	001-301-630-360	42.55
BELL BUILDING SUPPLY, INC.	359007	10/19/2022	CONCRETE MIX, SHARPIES, GLOVES	001-301-555-250	117.79
WATERS TRUCK & TRACTOR CO. INC.	01P115037	10/20/2022	HYDR MOTOR BOOSTER	001-301-630-400	503.39
MGM, INC.	12492	10/20/2022	SEAL KIT AND LABOR	001-301-630-400	147.10
FASTENAL COMPANY	MSSTA102351	10/20/2022	10 ASPHALT BLADES	001-301-560-270	1,285.30
APAC-MISSISSIPPI, INC	4000132999	10/22/2022	ASPHALT	001-301-560-270	642.36

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-169753	10/24/2022	REPAIR STREET DEPT TIRES	001-301-630-360	1,739.28
GATEWAY TIRE & SERVICE CENTER	1018-169766	10/24/2022	REPAIR FLAT	001-301-630-360	18.87
LOWE'S-STREET	02804	10/25/2022	COOLER,PAINT, ETC	001-301-555-250	154.59
CINTAS	4135265176	10/25/2022	SUPPLIES	001-301-555-250	36.78
Outstanding Total:					43,526.29
Department 301 - STREET DEPARTMENT Total:					43,526.29

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP63097867	10/17/2022	FUEL USAGE 10.10.22-10.16.22	001-360-525-231	64.13
Outstanding Total:					141.46
Department 360 - ANIMAL CONTROL Total:					141.46

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	MONTHLY USAGE	001-550-600-330	48.60
CANON FINANCIAL SERVICES, INC	29343146	10/12/2022	METER USAGE	001-550-600-330	438.04
FUELMAN / FLEETCOR	NP63097867	10/17/2022	FUEL USAGE 10.10.22-10.16.22	001-550-525-231	46.17
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035662	10/24/2022	OCTOBER 22 EXPENSE ADVANCE	001-550-600-297	50,000.00
Outstanding Total:					50,532.81
Department 550 - PARKS AND REC DEPARTMENT Total:					50,532.81
Fund 001 - GENERAL FUND Total:					156,958.12

Fund: 002 - RESTRICTED POLICE FUND

Department: 251 - DRUG EDUCATION FUND

Outstanding

CREATIVE PRODUCT SOURCING, INC.	148369	10/07/2022	DARE WORKBOOKS	002-251-501-200	877.05
WALMART- CAPITAL ONE	004193	10/14/2022	3 TRUNK OR TREAT EVENTS	002-251-501-200	420.24
Outstanding Total:					1,297.29
Department 251 - DRUG EDUCATION FUND Total:					1,297.29
Fund 002 - RESTRICTED POLICE FUND Total:					1,297.29

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

CAPITAL ONE PUBLIC FUNDING	70360496	09/30/2022	FIRE TRUCK LEASE PURCHASE LOAN # 100505393	003-560-820-874	99,428.18
Outstanding Total:					99,428.18
Department 560 - RESTRICTED FIRE FUND Total:					99,428.18
Fund 003 - RESTRICTED FIRE FUND Total:					99,428.18

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

CLEARWATER INC., ENVIRONMENTAL ENGI	111.22201	03/25/2022	PHASE I ENVIRO.SITE ASSESSMENT, RESEARCH, MAPPING	015-505-720-805	1,191.60
CLEARWATER INC., ENVIRONMENTAL ENGI	111.22202	08/24/2022	APPLICATION, LAYOUT,ANALYSIS, DRAWINGS, CONTRACT	015-505-720-805	1,259.75
SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	MONTHLY USAGE	015-505-604-330	166.74
HOWARD INDUSTRIES	22-00563022	09/30/2022	OFFICE HOME AND BUSINESS 2021 SOFTWARE	015-505-630-400	247.00
OKTIBBEHA COUNTY COOPERATIVE	830926	10/10/2022	KEY, HEX NUT, PULLEY	015-505-630-400	55.09

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S- AIRPORT	01436	10/12/2022	SAFETY GLASSES,GLOVES,SPONGES,FILTE R	015-505-691-550	83.87
KISNER'S RADIATOR SERVICE	9144	10/12/2022	6610 FORD TRACTOR RADIATOR REPAIR	015-505-630-400	70.00
WALMART- CAPITAL ONE	INV0035652	10/12/2022	COFFEE, PAPER TOWELS,MINTS,SNACKS,BIN, HOOK.INV BO	015-505-541-237	98.91
CLIMATE CONTROL	5567	10/14/2022	REPLACE BLOWER MOTOR LABOR ONLY	015-505-501-198	295.00
OKTIBBEHA COUNTY COOPERATIVE	832246	10/14/2022	ASSEMBLY SPINDLE LOW PROF	015-505-630-400	202.49
TITAN AVIATION FUELS	B3678571	10/14/2022	JET A FUEL	015-505-525-233	31,337.72
STARKVILLE UTILITIES	INV0035670	10/14/2022	MONTHLY USAGE	015-505-625-380	2,027.71
TABOR CONSTRUCTION & DEVELOPMENT	NO 1	10/15/2022	SITET WORK & FOUNDATION NEW CORP HANGER	015-505-720-805	58,855.18
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	015-505-604-330	77.33
RODNEY LINCOLN	INV0035673	10/19/2022	REIMBURSE HOTEL, GAS AND MEALS FOR TRAINING SEMINA	015-505-610-350	461.90
CHARLES RUSTY BOUCHILLON	INV0035674	10/19/2022	REIMBURSE MEALS AND HOTEL TRAINING SEMINAR	015-505-610-350	401.68
CADENCE /ELAN VISA	INV0035664	10/20/2022	CAR RENTAL TITAN SEMINAR	015-505-610-350	132.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2203	10/21/2022	GRANT APPLICATION,LAYOUT,ANALYSIS, CONST DRAWINGS,	015-505-720-805	1,365.25
CLEARWATER INC., ENVIRONMENTAL ENGI	1232203	10/21/2022	PROJECT DEV. PREP OF CONST. DRAWINGS CONST. ENGINE	015-505-720-805	3,306.79
CLEARWATER INC., ENVIRONMENTAL ENGI	1242202	10/21/2022	PROJECT DEV. PREP OF CONSTRUCTION, CONST ENGINEERI	015-505-720-805	255.00
				Outstanding Total:	101,891.01
				Department 505 - AIRPORT Total:	101,891.01
				Fund 015 - AIRPORT FUND Total:	101,891.01

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

CLEARWATER INC., ENVIRONMENTAL ENGI	111.22201	03/25/2022	PHASE I ENVIRO.SITE ASSESSMENT, RESEARCH, MAPPING	016-515-730-655	21,448.80
CLEARWATER INC., ENVIRONMENTAL ENGI	111.22201	03/25/2022	PHASE I ENVIRO.SITE ASSESSMENT, RESEARCH, MAPPING	016-515-730-656	1,191.60
CLEARWATER INC., ENVIRONMENTAL ENGI	111.22202	08/24/2022	APPLICATION, LAYOUT,ANALYSIS, DRAWINGS, CONTRACT	016-515-730-655	22,675.50
CLEARWATER INC., ENVIRONMENTAL ENGI	111.22202	08/24/2022	APPLICATION, LAYOUT,ANALYSIS, DRAWINGS, CONTRACT	016-515-730-656	1,259.75
TABOR CONSTRUCTION & DEVELOPMENT	NO 1	10/15/2022	SITET WORK & FOUNDATION NEW CORP HANGER	016-515-730-835	110,050.48
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2203	10/21/2022	GRANT APPLICATION,LAYOUT,ANALYSIS, CONST DRAWINGS,	016-515-730-655	24,574.50
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2203	10/21/2022	GRANT APPLICATION,LAYOUT,ANALYSIS, CONST DRAWINGS,	016-515-730-656	1,365.25
CLEARWATER INC., ENVIRONMENTAL ENGI	1232203	10/21/2022	PROJECT DEV. PREP OF CONST. DRAWINGS CONST. ENGINE	016-515-730-835	6,183.21

Expense Approval Report

Post Dates: 10/18/2022 - 10/26/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CLEARWATER INC., ENVIRONMENTAL ENGI	1242202	10/21/2022	PROJECT DEV. PREP OF CONSTRUCTION, CONST ENGINEERI	016-515-720-826	4,845.00
Outstanding Total:					193,594.09
Department 515 - RESTRICTED PROJECTS Total:					193,594.09
Fund 016 - RESTRICTED AIRPORT Total:					193,594.09

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0035665	09/28/2022	MONTHLY USAGE	022-322-604-330	48.60
STARKVILLE UTILITIES	INV0035670	10/14/2022	MONTHLY USAGE	022-322-625-380	1,358.84
AMAZON CAPITAL SERVICES, INC.	11F3-RWJ1-9WLL	10/15/2022	EHTERNET CABLE,CORD COVER,SPILTTER,SURGE PROTECTOR	022-322-610-375	71.61
CSPIRE BUSINESS SOLUTIONS	0000643956-79	10/17/2022	MONTHLY USAGE	022-322-604-330	77.33
FUELMAN / FLEETCOR	NP63097867	10/17/2022	FUEL USAGE 10.10.22-10.16.22	022-322-525-231	5,755.46
Outstanding Total:					7,311.84

Paid

CHRISTOPHER SMILEY	INV0035657	10/21/2022	TRAVEL AND MEAL REIMBURSEMENT SWANA CONFERENCE	022-322-610-375	62.79
CHRISTOPHER SMILEY	INV0035657	10/21/2022	TRAVEL AND MEAL REIMBURSEMENT SWANA CONFERENCE	022-322-610-375	119.84
Paid Total:					182.63

Department 322 - SANITATION DEPARTMENT Total: 7,494.47

Fund 022 - ENVIRONMENTAL SERVICES Total: 7,494.47

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

FASTENAL COMPANY	MSSTA102259	10/12/2022	BOLTS, WASHERS,NUTS	380-551-907-952	633.78
LOWE'S-STREET	01999	10/14/2022	CONCRETE FOR BRIDGE WALL	380-551-907-952	1,401.52
EAST MISSISSIPPI LUMBER CO.	G59901	10/17/2022	GROUT FOR BRIDGE	380-551-907-952	446.88
T&M STEEL ERECTORS, INC.	019	10/18/2022	CORNERSTONE PARK PHASE 2	380-551-907-945	52,054.40
T&M STEEL ERECTORS, INC.	016	10/20/2022	CORNERSTONE PHASE 3	380-551-907-945	1,513,667.15
Outstanding Total:					1,568,203.73

Paid

DEERE & COMPANY	117362523	10/21/2022	JOHN DEERE GATOR	380-551-918-805	7,000.00
Paid Total:					7,000.00

Department 551 - PARK & REC TOURISM Total: 1,575,203.73

Fund 380 - PARK BONDS 2020 Total: 1,575,203.73

Fund: 630 - ECONOMIC DEV, TOURISM & CONV

Department: 000 - UNDESIGNATED

Paid

MSU /2% TAX REVENUE	INV0035653	10/21/2022	2% FOOD AND BEVERAGE	630-000-147-657	49,430.50
O.C.E.D.A	INV0035654	10/21/2022	2% FOOD AND BEVERAGE TAX	630-000-148-655	37,072.88
STARKVILLE CONVENTIONS/VISITORS BUR	INV0035655	10/21/2022	2% FOOD AND BEVERAGE TAX	630-000-147-664	37,072.88
STARKVILLE CONVENTIONS/VISITORS BUR	INV0035656	10/21/2022	2% HOTEL/MOTEL TAX	630-000-147-664	33,921.17

Paid Total: 157,497.43

Department 000 - UNDESIGNATED Total: 157,497.43

Fund 630 - ECONOMIC DEV, TOURISM & CONV Total: 157,497.43

Grand Total: 2,293,364.32

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	156,958.12	224.86
002 - RESTRICTED POLICE FUND	1,297.29	0.00
003 - RESTRICTED FIRE FUND	99,428.18	0.00
015 - AIRPORT FUND	101,891.01	0.00
016 - RESTRICTED AIRPORT	193,594.09	0.00
022 - ENVIRONMENTAL SERVICES	7,494.47	182.63
380 - PARK BONDS 2020	1,575,203.73	7,000.00
630 - ECONOMIC DEV, TOURISM & CONV	157,497.43	157,497.43
Grand Total:	2,293,364.32	164,904.92

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE EL...	2,594.61	192.97
001-000-149-691	MUNICIPAL COURT BOND...	981.14	0.00
001-000-160-698	DONATION POLICE	384.87	0.00
001-100-604-330	COMMUNICATIONS	77.34	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	1,093.86	0.00
001-111-604-330	COMMUNICATIONS	159.84	0.00
001-120-604-330	COMMUNICATIONS	318.93	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	19.95	0.00
001-123-604-330	COMMUNICATIONS	279.39	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	987.24	0.00
001-145-610-350	TRAVEL/TRAINING	354.92	0.00
001-159-620-371	BONDING-CITY EMPLOYE...	175.00	0.00
001-169-600-309	LEGAL EXPENSES	3,295.50	0.00
001-180-600-320	DRUG/BACKGROUND CH...	150.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	124.85	0.00
001-180-610-340	ADVERTISING	31.89	31.89
001-180-691-505	PERSONNEL / KRONOS SY...	2,887.00	0.00
001-190-600-305	ARCHITECTURE REVIEWS	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	297.09	0.00
001-190-690-554	ORDINANCE CODIFICATI...	295.00	0.00
001-192-510-220	SUPPLIES	146.58	0.00
001-195-690-454	ORD 91-1 CONTRIBUTIONS	11,796.00	0.00
001-197-604-330	COMMUNICATIONS	197.09	0.00
001-201-501-200	OFFICE SUPPLIES	1,311.05	0.00
001-201-525-231	GAS & OIL	3,513.27	0.00
001-201-535-233	UNIFORMS	739.85	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	40.36	0.00
001-201-545-238	FIRING RANGE SUPPLIES	1,103.00	0.00
001-201-555-208	JANITORIAL SUPPLIES	126.42	0.00
001-201-556-251	POLICE SUPPLIES	1,922.25	0.00
001-201-600-300	PROFESSIONAL SERVICES	456.89	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	1,039.26	0.00
001-201-625-380	UTILITIES	4.79	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	6,078.36	0.00
001-201-630-404	TECHNOLOGY	2,112.41	0.00
001-201-635-369	COPIER RENTAL	1,231.16	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	800.00	0.00
001-201-691-550	MISCELLANEOUS	10.00	0.00
001-246-525-231	GAS AND OIL	71.65	0.00
001-246-555-250	SMALL TOOLS, ETC	171.53	0.00
001-246-604-330	PHONES, IPADS, POSTAGE	120.00	0.00
001-246-630-400	VEHICLE MAINTENANCE	186.00	0.00
001-261-525-231	GAS & OIL	801.87	0.00
001-261-535-233	UNIFORMS	4,788.00	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	182.68	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-555-250	SUPPLIES & SMALL TOOLS	337.12	0.00
001-261-558-269	BUILDING MAINTENANCE	1,848.00	0.00
001-261-600-390	FIRE TRAINING	718.00	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	1,159.64	0.00
001-261-625-380	UTILITIES	1,488.24	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	1,020.58	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	1,922.67	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	177.09	0.00
001-281-691-550	MISCELLANEOUS	296.75	0.00
001-290-625-380	UTILITIES / CODE RED	130.58	0.00
001-301-525-231	GAS & OIL	1,329.56	0.00
001-301-535-233	UNIFORMS	94.00	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	468.14	0.00
001-301-560-270	CONSTRUCTION MATERIA...	4,973.26	0.00
001-301-604-330	COMMUNICATIONS	77.33	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	32,994.82	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	2,000.09	0.00
001-301-630-400	EQUIPMENT REPAIR & MA...	1,589.09	0.00
001-360-525-231	GAS & OIL	64.13	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-525-231	GAS & OIL	46.17	0.00
001-550-600-297	MANAGEMENT EXPENSE ...	50,000.00	0.00
001-550-600-330	PHONES/COPIERS/POSTA...	486.64	0.00
002-251-501-200	SUPPLIES	1,297.29	0.00
003-560-820-874	2 PUMPER TRUCKS / 2018...	99,428.18	0.00
015-505-501-198	BUILDING REPAIRS & MAI...	295.00	0.00
015-505-525-233	JET A FUEL PURCHASES	31,337.72	0.00
015-505-541-237	OPERATING SUPPLIES	98.91	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	244.07	0.00
015-505-610-350	TRAVEL/CONFERENCE	995.58	0.00
015-505-625-380	UTILITIES	2,027.71	0.00
015-505-630-400	EQUIPMENT REPAIR & MA...	574.58	0.00
015-505-691-550	MISCELLANEOUS	83.87	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT...	66,233.57	0.00
016-515-720-826	PROF SVC-MULTI MODAL...	4,845.00	0.00
016-515-730-655	FAA 3-28-0068-028-2022 ...	68,698.80	0.00
016-515-730-656	MDOT 3-28-0068-028-20...	3,816.60	0.00
016-515-730-835	PROFESSIONAL SERVICES-...	116,233.69	0.00
022-322-525-231	GAS & OIL	5,755.46	0.00
022-322-604-330	COMMUNICATIONS	125.93	0.00
022-322-610-375	MDEQ RECYCLING GRANT	254.24	182.63
022-322-625-380	UTILITIES	1,358.84	0.00
380-551-907-945	CORNERSTONE - PHASE 2 ...	1,565,721.55	0.00
380-551-907-952	SPORTSPLEX BRIDGE CON...	2,482.18	0.00
380-551-918-805	CORNERSTONE EQUIPME...	7,000.00	7,000.00
630-000-147-657	DUE TO MISSISSIPPI STATE..	49,430.50	49,430.50
630-000-147-664	DUE TO VISITORS/CONV....	70,994.05	70,994.05
630-000-148-655	DUE TO OCEDA	37,072.88	37,072.88
Grand Total:		2,293,364.32	164,904.92

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	727,642.77	164,904.92
380551907945	1,513,667.15	0.00
380551907946	52,054.40	0.00
Grand Total:		2,293,364.32



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 black ink, appearing to read "Emilia Montgomery", with a large, sweeping flourish at the end.

Emilia Montgomery
Accountant
Starkville Utilities

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		RUN DATE		PAGE	
PRG. ACTPAYLT			FOR: 11/02/22 ACCOUNT 23110					10/25/22		1	
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.											
4000132761	10/19/22	6627 Asphalt		11/02/22	637.06	.00	ACH				
				VENDOR TOTAL:	637.06						
VENDOR: 124 ATMOS ENERGY											
3020752702-10/22	10/25/22	0 Utility bill		11/02/22	44.67	.00	ACH				
3020752962-11/22	10/25/22	0 Utility bill		11/02/22	56.43	.00	ACH				
				VENDOR TOTAL:	101.10						
VENDOR: 189 BANCORPSOUTH-2012 BONDS											
11/01/22	10/25/22	0 2.6M GO Bond Payment		11/02/22	16904.52	.00	CHK				
				VENDOR TOTAL:	16904.52						
VENDOR: 191 BANCORPSOUTH-2019 BONDS											
11/01/22	10/25/22	0 Bond Payment 82-0097-01-2		11/02/22	146800.00	.00	ACH				
				VENDOR TOTAL:	146800.00						
VENDOR: 202 BELL BUILDING SUPPLY											
358874	10/18/22	5817 Supplies		11/02/22	52.70	.00	ACH				
				VENDOR TOTAL:	52.70						
VENDOR: 203 BIG STATE INDUSTRIAL SUPPLY											
1497058	10/18/22	5748 Tools		11/02/22	418.80	.00	ACH				
				VENDOR TOTAL:	418.80						
VENDOR: 208 BERRY ELECTRIC, LLC											
004742	10/18/22	5807 Maintenance		11/02/22	787.50	.00	ACH				
004745	10/21/22	5832 Maintenance		11/02/22	2657.00	.00	ACH				
				VENDOR TOTAL:	3444.50						
VENDOR: 220 CENTRAL PIPE SUPPLY											
S100311200.001	10/19/22	5744 Materials		11/02/22	960.80	.00	ACH				
				VENDOR TOTAL:	960.80						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ ACH SEQ
VENDOR:	307	CITY OF STARKVILLE									
OCT 2022-SRL	10/20/22	0	State Revolving Loan Repay		11/02/22	25345.01	.00	ACH			
					VENDOR TOTAL:	25345.01					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY									
3124729-000-000	10/18/22	5795	Materials		11/02/22	810.00	.00	ACH			
3124843-000-000	10/21/22	5809	Materials		11/02/22	390.00	.00	ACH			
					VENDOR TOTAL:	1200.00					
VENDOR:	400	IVY AUTO PARTS									
694571	10/18/22	5764	Maintenance		11/02/22	40.32	.00	ACH			
					VENDOR TOTAL:	40.32					
VENDOR:	496	EAST MISS LUMBER									
D104046	10/18/22	5816	Supplies		11/02/22	28.02	.00	CHK			
					VENDOR TOTAL:	28.02					
VENDOR:	605	FERGUSON ENTERPRISES LLC									
0761406	10/13/22	5769	Materials		11/02/22	1280.00	.00	ACH			
0762112	10/18/22	5794	Materials		11/02/22	471.20	.00	ACH			
0762114	10/21/22	5794	Materials		11/02/22	499.60	.00	ACH			
					VENDOR TOTAL:	2250.80					
VENDOR:	690	GARVER LLC									
21W10050-9	10/25/22	0	Engineering-Green Oaks South		11/02/22	15000.00	.00	ACH			
					VENDOR TOTAL:	15000.00					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-169547	10/21/22	5818	Maintenance		11/02/22	366.56	.00	ACH			
1018-169683	10/21/22	5835	Maintenance		11/02/22	79.31	.00	ACH			
					VENDOR TOTAL:	445.87					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR: 702 HACH											
13262195	10/13/22	5677	Lab Supplies		11/02/22	78.23	.00	ACH			
13262203	10/13/22	5680	Lab Supplies		11/02/22	539.33	.00	ACH			
13267228	10/13/22	5675	Lab Supplies		11/02/22	78.23	.00	ACH			
13278087	10/13/22	5679	Lab Supplies		11/02/22	539.33	.00	ACH			
VENDOR TOTAL:						1235.12					
VENDOR: 705 GLENN MACHINE WORKS INC											
140514	10/18/22	5799	Maintenance		11/02/22	179.60	.00	ACH			
VENDOR TOTAL:						179.60					
VENDOR: 765 HYDRA SERVICE, INC.											
162725	10/18/22	5424	Pump Rental		11/02/22	437.00	.00	ACH			
162742	10/18/22	5425	Pump Rental		11/02/22	1166.00	.00	ACH			
162743	10/18/22	5422	Pump Rental		11/02/22	506.00	.00	ACH			
VENDOR TOTAL:						2109.00					
VENDOR: 942 ICM OF AMERICA, INC											
017749	10/21/22	5756	Maintenance		11/02/22	519.89	.00	ACH			
VENDOR TOTAL:						519.89					
VENDOR: 1010 JT RAY CO											
221014-0367	10/18/22	5421	Copier Service		11/02/22	54.95	.00	ACH			
VENDOR TOTAL:						54.95					
VENDOR: 1038 KORTERRA INC											
22693	10/25/22	0	Visual evidence subscription		11/02/22	2000.00	.00	CHK			
VENDOR TOTAL:						2000.00					
VENDOR: 1039 KIMLEY-HORN & ASSOC INC											
014627000-0922	10/25/22	0	Engineering-Main St W/S		11/02/22	21675.00	.00	ACH			
VENDOR TOTAL:						21675.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
	1106	LESLIE DEAN								
2291	10/24/22	5415 Maintenance		11/02/22	1200.00	.00	ACH			
2292	10/24/22	5415 Maintenance		11/02/22	2000.00	.00	ACH			
				VENDOR TOTAL:	3200.00					
VENDOR:										
	1205	LOWE'S								
961984	10/19/22	5813 Tools		11/02/22	520.60	.00	CHK			
				VENDOR TOTAL:	520.60					
VENDOR:										
	1310	MAGNOLIA HAULERS								
0014	10/24/22	5840 Haul Dirt		11/02/22	4387.50	.00	ACH			
				VENDOR TOTAL:	4387.50					
VENDOR:										
	1322	MMC MATERIALS, INC.								
793699	10/19/22	5797 Maintenance		11/02/22	2320.00	.00	ACH			
				VENDOR TOTAL:	2320.00					
VENDOR:										
	1341	MS DEVELOPMENT AUTHORITY								
10/01/22	10/25/22	0 CAP Loan Payments		11/02/22	32624.72	.00	CHK			
				VENDOR TOTAL:	32624.72					
VENDOR:										
	1525	OKTIBBEHA COUNTY COOP								
830000	10/13/22	5787 Landscaping		11/02/22	12.50	.00	ACH			
831880	10/18/22	5804 Uniforms		11/02/22	135.17	.00	ACH			
832022	10/24/22	5806 Tools		11/02/22	38.59	.00	ACH			
832072	10/18/22	5805 Top Soil		11/02/22	68.00	.00	ACH			
832253	10/18/22	5805 Top Soil		11/02/22	122.00	.00	ACH			
833329	10/24/22	5808 Uniforms		11/02/22	403.03	.00	ACH			
835112	10/24/22	5839 Uniforms		11/02/22	457.90	.00	ACH			
				VENDOR TOTAL:	1237.19					
VENDOR:										
	1627	PROGRAPHICS								
81067	10/18/22	5768 Maintenance		11/02/22	75.00	.00	ACH			
81075	10/18/22	5746 File Processing		11/02/22	1574.00	.00	ACH			
				VENDOR TOTAL:	1649.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ACH SEQ
VENDOR:	1818	UNITED RENTALS INC								
211394138-001	10/24/22	5810 Equipment Rental		11/02/22	5000.00	.00	ACH			
		VENDOR TOTAL:			5000.00					
VENDOR:	1892	S&N AIROFLO INC								
18589	10/13/22	5801 Aerator Rental		11/02/22	4400.00	.00	ACH			
		VENDOR TOTAL:			4400.00					
VENDOR:	1905	STARKVILLE AUTO PARTS								
5151-156039	10/18/22	5765 Maintenance		11/02/22	47.98	.00	CHK			
5151-156056	10/18/22	5767 Maintenance		11/02/22	64.95	.00	CHK			
5151-156399	10/19/22	5820 Maintenance		11/02/22	32.97	.00	CHK			
		VENDOR TOTAL:			145.90					
VENDOR:	1909	STARKVILLE WATER - UTILITIES								
OCT 2022	10/20/22	0 Utility bills		11/02/22	67678.61	.00	DFT			
SEP 2022	10/05/22	0 Utility bills		11/02/22	82781.85	.00	DFT			
		VENDOR TOTAL:			150460.46					
VENDOR:	1937	SOUTHERN PIPE & SUPPLY								
7045261-01	10/13/22	5626 Materials		11/02/22	344.40	.00	ACH			
		VENDOR TOTAL:			344.40					
VENDOR:	1943	SOUTHERN TELECOMMUNICATIONS								
SEPTEMBER 2022	10/25/22	0 Phone Bill - 2490 - 66232318		11/02/22	148.22	.00	CHK			
		VENDOR TOTAL:			148.22					
VENDOR:	2000	TALKING WARRIOR WATER ASSOC								
SEPTEMBER 2022	10/13/22	0 TWA Water Revenues		11/02/22	1988.69	.00	ACH			
		VENDOR TOTAL:			1988.69					
VENDOR:	2024	THOMPSON MACHINERY								
PC110318828	10/18/22	5766 Maintenance		11/02/22	745.68	.00	CHK			
PC110318884	10/18/22	5766 Maintenance		11/02/22	4.08	.00	CHK			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
PC110318885	10/13/22	5778	Maintenance	11/02/22	11/02/22	111.07	.00	CHK			
PC110318886	10/13/22	5778	Maintenance	11/02/22	11/02/22	6.94	.00	CHK			
PC110318887	10/13/22	5778	Maintenance	11/02/22	11/02/22	71.58	.00	CHK			
PC110318958	10/13/22	5778	Maintenance	11/02/22	11/02/22	43.08	.00	CHK			
PC110319140	10/13/22	5788	Maintenance	11/02/22	11/02/22	247.34	.00	CHK			
PC110319141	10/13/22	5788	Maintenance	11/02/22	11/02/22	32.02	.00	CHK			
VENDOR TOTAL:						1261.79					
VENDOR:	2098	ULINE									
154837980	10/13/22	5784	Supplies	11/02/22	11/02/22	385.61	.00	ACH			
VENDOR TOTAL:						385.61					
VENDOR:	2104	UPS									
000024W1X6392	10/18/22	5811	Shipping	11/02/22	11/02/22	38.17	.00	CHK			
000024W1X6402	10/18/22	5812	Shipping	11/02/22	11/02/22	58.04	.00	CHK			
000024W1X6412	10/24/22	5842	Shipping	11/02/22	11/02/22	38.39	.00	CHK			
000024W1X6422	10/24/22	5843	Shipping	11/02/22	11/02/22	60.96	.00	CHK			
VENDOR TOTAL:						195.56					
VENDOR:	2111	USA BLUEBOOK									
136207	10/13/22	5786	Supplies	11/02/22	11/02/22	449.50	.00	ACH			
137551	10/13/22	5796	Testing Supplies	11/02/22	11/02/22	96.50	.00	ACH			
140509	10/18/22	5641	Materials	11/02/22	11/02/22	107.18	.00	ACH			
142051	10/18/22	5641	Materials	11/02/22	11/02/22	73.59	.00	ACH			
149664	10/24/22	5828	Testing Supplies	11/02/22	11/02/22	1718.68	.00	ACH			
VENDOR TOTAL:						2445.45					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1069681	10/13/22	6609	Testing	11/02/22	11/02/22	288.00	.00	ACH			
1069837	10/18/22	6609	Testing	11/02/22	11/02/22	288.00	.00	ACH			
1069969	10/18/22	6609	Testing	11/02/22	11/02/22	288.00	.00	ACH			
VENDOR TOTAL:						864.00					
VENDOR:	2304	WADE, INC									
P19291	10/19/22	5821	Maintenance	11/02/22	11/02/22	143.94	.00	CHK			
VENDOR TOTAL:						143.94					

STARKVILLE WATER DEPT										ACCOUNTS PAYABLE LISTING										UNPAID INVOICES										PAGE									
PRG. ACTPAYLT										FOR: 11/02/22 ACCOUNT 23110																				RUN DATE 10/25/22 12:55 PM									

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 11/02/22 ACCOUNT 23200					10/26/22 11:03 AM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR: 101 ADVANCED LANDSCAPING									
101922A	10/24/22	10550 Property Repairs		11/02/22	900.00	.00	ACH		
101922B	10/24/22	10551 Property Repairs		11/02/22	1500.00	.00	ACH		
				VENDOR TOTAL:	2400.00				
VENDOR: 107 AMERICAN PAPER & TWINE CO.									
4458777	10/18/22	10725 Uniforms		11/02/22	799.11	.00	ACH		
				VENDOR TOTAL:	799.11				
VENDOR: 110 ARKANSAS ELECTRIC									
03047483	10/18/22	10743 Materials		11/02/22	723.75	.00	ACH		
				VENDOR TOTAL:	723.75				
VENDOR: 123 ATCO INTERNATIONAL									
I0603190	10/14/22	10700 Supplies		11/02/22	409.00	.00	ACH		
I0603192	10/14/22	10701 Supplies		11/02/22	355.00	.00	ACH		
				VENDOR TOTAL:	764.00				
VENDOR: 131 ALTEC INDUSTRIES, INC.									
51084644	10/14/22	10751 Maintenance		11/02/22	801.87	.00	ACH		
				VENDOR TOTAL:	801.87				
VENDOR: 202 BELL BUILDING SUPPLY									
358670	10/21/22	10766 Tools		11/02/22	89.36	.00	ACH		
359079	10/21/22	10778 Materials		11/02/22	7.77	.00	ACH		
				VENDOR TOTAL:	97.13				
VENDOR: 314 CINTAS CORPORATION									
5126872505	10/14/22	10316 Supplies		11/02/22	93.31	.00	ACH		
				VENDOR TOTAL:	93.31				
VENDOR: 348 DELL MARKETING L.P.									
10618760955	10/26/22	0 Computer software		11/02/22	695.72	.00	ACH		
				VENDOR TOTAL:	695.72				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
	400	IVY AUTO PARTS									
695200	10/14/22	10760	Supplies		11/02/22	213.03	.00	ACH			
695201	10/14/22	10760	Supplies		11/02/22	27.49	.00	ACH			
695695	10/21/22	10777	Maintenance		11/02/22	210.15	.00	ACH			
					VENDOR TOTAL:	450.67					
VENDOR:											
	455	EXELL WATER & COFFEE, INC.									
924678	10/24/22	10130	Water		11/02/22	25.89	.00	ACH			
					VENDOR TOTAL:	25.89					
VENDOR:											
	604	FASTENAL COMPANY									
MSSTA102318	10/24/22	10592	Safety Supplies		11/02/22	490.14	.00	ACH			
					VENDOR TOTAL:	490.14					
VENDOR:											
	616	FUELMAN									
NP63008518	10/25/22	0	Fuel - BG2416403		11/02/22	1993.24	.00	CHK			
NP63072819	10/25/22	0	Fuel - BG2416403		11/02/22	2239.36	.00	CHK			
					VENDOR TOTAL:	4232.60					
VENDOR:											
	626	GROUNDSTONE CONSTRUCTION									
386-10	10/18/22	10730	Maintenance		11/02/22	775.00	.00	ACH			
					VENDOR TOTAL:	775.00					
VENDOR:											
	691	GATEWAY TIRE&SERVICE CENTER									
1018-168476	10/14/22	10728	Maintenance		11/02/22	1381.64	.00	ACH			
1018-169156	10/14/22	10756	Maintenance		11/02/22	18.87	.00	ACH			
					VENDOR TOTAL:	1400.51					
VENDOR:											
	696	GARNER LUMLEY ELECTRIC									
594437	10/24/22	10755	Materials		11/02/22	820.00	.00	ACH			
594625	10/24/22	10647	Tools		11/02/22	210.00	.00	ACH			
					VENDOR TOTAL:	1030.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
50023714-00	10/14/22	10628 Materials		11/02/22	4177.50	.00	ACH			
VENDOR TOTAL:					4177.50					
VENDOR:										
N9602878	10/25/22	804 QUADIENT LEASING USA INC		11/02/22	432.32	.00	CHK			
VENDOR TOTAL:					432.32					
VENDOR:										
221014-0364	10/18/22	10530 Copier Service		11/02/22	67.63	.00	ACH			
221014-0365	10/18/22	10530 Copier Service		11/02/22	54.00	.00	ACH			
221014-0368	10/18/22	10506 Copier Service		11/02/22	303.08	.00	ACH			
VENDOR TOTAL:					424.71					
VENDOR:										
2279	10/24/22	10453 Maintenance		11/02/22	1750.00	.00	ACH			
VENDOR TOTAL:					1750.00					
VENDOR:										
901031	10/21/22	10783 Maintenance		11/02/22	24.67	.00	CHK			
902450	10/14/22	10762 Supplies		11/02/22	135.74	.00	CHK			
902512	10/24/22	10784 Supplies		11/02/22	341.81	.00	CHK			
902927	10/14/22	10763 Maintenance		11/02/22	78.66	.00	CHK			
VENDOR TOTAL:					580.88					
VENDOR:										
009	10/25/22	0 Contract services		11/02/22	6452.50	.00	ACH			
010	10/25/22	0 Contract services		11/02/22	1522.50	.00	ACH			
011	10/25/22	0 Contract services		11/02/22	7032.50	.00	ACH			
VENDOR TOTAL:					15007.50					
VENDOR:										
1303	10/14/22	10748 Maintenance		11/02/22	570.08	.00	ACH			
1304	10/21/22	10770 Maintenance		11/02/22	200.00	.00	ACH			
VENDOR TOTAL:					770.08					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
09/26/22	1394	NARRATIVE 12 LLC									
	10/25/22	0	Consulting		11/02/22	4500.00	.00	ACH			
VENDOR TOTAL:						4500.00					
VENDOR:											
	1400	NESCO									
S2553037.001	10/14/22	10731	Tools		11/02/22	268.40	.00	ACH			
S2553039.001	10/13/22	10731	Tools		11/02/22	232.54	.00	ACH			
S2553798.001	10/14/22	10740	Materials		11/02/22	268.10	.00	ACH			
S2554154.001	10/14/22	10746	Materials		11/02/22	7.55	.00	ACH			
S2554438.001	10/14/22	10749	Tools		11/02/22	240.19	.00	ACH			
S2555991.001	10/18/22	10765	Tools		11/02/22	456.67	.00	ACH			
VENDOR TOTAL:						1473.45					
VENDOR:											
	1406	NORTHEAST EXTERMINATING									
63004	10/14/22	10148	Pest Control		11/02/22	45.00	.00	ACH			
VENDOR TOTAL:						45.00					
VENDOR:											
	1525	OKTIBBEHA CO. CO-OP									
829567	10/18/22	10670	Uniforms		11/02/22	217.94	.00	ACH			
VENDOR TOTAL:						217.94					
VENDOR:											
	1700	QUILL									
27910607	10/14/22	10764	Supplies		11/02/22	42.98	.00	ACH			
27975631	10/14/22	10764	Supplies		11/02/22	27.99	.00	ACH			
VENDOR TOTAL:						70.97					
VENDOR:											
	1886	MERIDIAN COOPERATIVE INC									
INV-MC-0010322	10/25/22	0	Billing services		11/02/22	26094.22	.00	ACH			
VENDOR TOTAL:						26094.22					
VENDOR:											
	1887	S & S LINE SERVICE INC									
2447	10/13/22	10338	ROW Clearing		11/02/22	1392.40	.00	ACH			
2448	10/13/22	10338	ROW Clearing		11/02/22	5531.20	.00	ACH			
2449	10/18/22	10338	ROW Clearing		11/02/22	1392.40	.00	ACH			
2450	10/18/22	10338	ROW Clearing		11/02/22	5429.50	.00	ACH			
2451	10/24/22	10338	ROW Clearing		11/02/22	1392.40	.00	ACH			

INVOICE 2452	DATE 10/24/22	PO NBR DESCRIPTION 10338 ROW Clearing	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1929 SEVEN STATES POWER CORP			VENDOR TOTAL:		5531.20	.00	ACH			
INV-564	10/25/22	0 Conference Fees		11/02/22	125.00	.00	ACH			
VENDOR: 1932 STARKVILLE DAILY NEWS			VENDOR TOTAL:		125.00					
300234288	10/25/22	0 Advertising		11/02/22	45.60	.00	ACH			
VENDOR: 1940 STUART C. IRBY			VENDOR TOTAL:		45.60					
S013219741.001	10/21/22	10736 Materials		11/02/22	1359.00	.00	ACH			
VENDOR: 2040 TVPPA EDUCATION & TRAIN.			VENDOR TOTAL:		1359.00					
INV0057973	10/25/22	0 E-Source Subscription 2022-2		11/02/22	5500.00	.00	ACH			
VENDOR: 2098 ULINE			VENDOR TOTAL:		5500.00					
154730343	10/14/22	10741 Supplies		11/02/22	557.50	.00	ACH			
154886382	10/14/22	10752 Supplies		11/02/22	345.31	.00	ACH			
VENDOR: 2122 UPCHURCH SERVICES LLC			VENDOR TOTAL:		902.81					
210041	10/25/22	0 HVAC Repairs		11/02/22	2110.00	.00	ACH			
VENDOR: 2305 WASTE PRO			VENDOR TOTAL:		2110.00					
0000250523	10/14/22	10160 Dumpster		11/02/22	491.06	.00	ACH			
VENDOR: 2305 WASTE PRO			VENDOR TOTAL:		491.06					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
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VENDOR:	2329	WILLIAMS EQUIPMENT & SUPPLY									
S-4026480	10/21/22	10710	Maintenance		11/02/22	1522.00	.00	ACH			

VENDOR TOTAL:	1522.00
GRAND TOTAL:	103048.84



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

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

SUBJECT: Request permission to allow Preston Newman and Ryan Classen to travel to Savannah, TN for the 14th Annual TN River Training Weekend, November 4 – 6, 2022. at an approximate cost of \$1,100.00 (travel, meals, registration and hotel).

AMOUNT & SOURCE OF FUNDING

\$1,100.00 ---- Training Fund (001-261-600-390).

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

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

SUGGESTED MOTION: Move approval to allow Preston Newman and Ryan Classen to travel to Savannah, TN for the 14th Annual TN River Training Weekend, November 4 – 6, 2022. at an approximate cost of \$1,100.00 (travel, meals, registration and hotel).



Nov 05



14th Annual TN River Training Weekend

Firefighter and Emergency Personnel training opportunities.

By Hardin County Fire Department

76 followers

Follow

When and where



Date and time

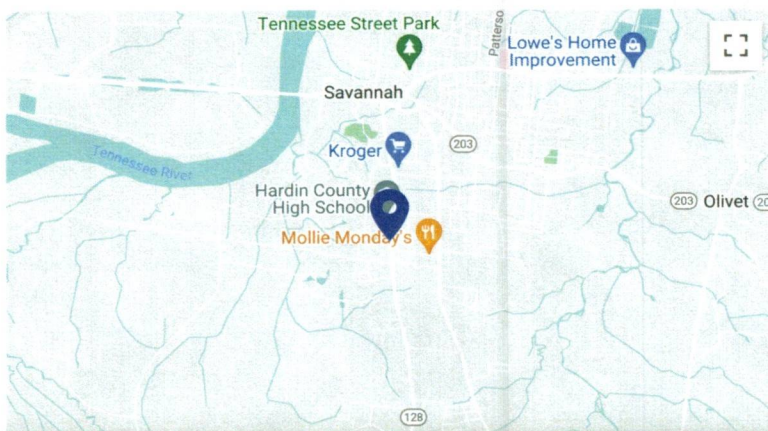
Sat, Nov 5, 2022, 8:00 AM –
Sun, Nov 6, 2022, 5:00 PM
CDT



Location

Hardin County High School
1107 Pickwick Street South
Savannah, TN 38372

Hide map ^



\$0 – \$285

Tickets

17:08



14th Annual TN Rive...
www.eventbrite.com



14th Annual TN River Training ...

November 5 - 8am - November 6 - 5pm CDT

PPE Requirements: Full PPE with SCBA bottle

Recommended Pre-Requisites: 64hr Basic
Firefighting class; Firefighter 1 Live Burn

Day one will be skills stations involving forcible entry on our door props that we will bring, victim drags, search techniques, and hose handling and advancement. Day two will be fire ground scenarios putting it all together into the short-staffed fire ground. That will include pulling lines, advancing and flowing water, VES and ladder throwing, and searching the building.

[See less](#)

A Firefighter's Blueprint (SATURDAY,
8h)

0 v

\$0.00

Checkout



14th Annual TN River Training Weekend



Specialty Courses The Functional Fireground (16hr) \$75.00

Hardin County High School, 1107 Pickwick Street South, Savannah, TN 38372

Saturday, November 5, 2022 at 8:00 AM - Sunday, November 6, 2022 at 5:00 PM (CDT)

Eventbrite Completed

Order Information

Name

Order #4076928799. Ordered by Ryan Classen on July 13, 2022 2:35 PM

Preston Newman



40769287996546079369001

Event Information:

Thank you for registering for the conference! Please be sure to **PRINT YOUR TICKETS** and **BRING THEM WITH YOU** to registration. Registration starts on November 5th at 7am. A light breakfast will be provided in the cafeteria/vendor hall each day. Lunch will be provided on Saturday only. Please make sure to bring a jacket or blanket in case you get cold or for extra cushion on the chairs (these are standard hard plastic chairs). Please make sure that you are prepared for class with any PPE, prerequisites, or equipment required. Do **NOT BRING PPE INTO THE SCHOOL** as a special request from the school system. This is a smoke-free campus.

Registration Information:

Age on 11/5/2022:
29

This course recommends you have Intro to Fire Services AND Basic Firefighting class, or attended a class with SCBA usage before.
Yes

This course requires you to have full PPE with and SCBA and extra bottle if available.
I understand and will bring gear with me.

Do you organize events?

Start selling in minutes with Eventbrite!
www.eventbrite.com

14th Annual TN River Training Weekend



Specialty Courses The Functional Fireground (16hr) \$75.00

Hardin County High School, 1107 Pickwick Street South, Savannah, TN 38372

Saturday, November 5, 2022 at 8:00 AM - Sunday, November 6, 2022 at 5:00 PM (CDT)

Eventbrite Completed

Order Information

Name

Order #4076928799. Ordered by Ryan Classen on July 13, 2022 2:35 PM Ryan Classen



40769287996546079329001

Event Information:

Thank you for registering for the conference! Please be sure to PRINT YOUR TICKETS and BRING THEM WITH YOU to registration. Registration starts on November 5th at 7am. A light breakfast will be provided in the cafeteria/vendor hall each day. Lunch will be provided on Saturday only. Please make sure to bring a jacket or blanket in case you get cold or for extra cushion on the chairs (these are standard hard plastic chairs). Please make sure that you are prepared for class with any PPE, prerequisites, or equipment required. Do NOT BRING PPE INTO THE SCHOOL as a special request from the school system. This is a smoke-free campus.

Registration Information:

Age on 11/5/2022:
23

This course recommends you have Intro to Fire Services AND Basic Firefighting class, or attended a class with SCBA usage before.
Yes

This course requires you to have full PPE with and SCBA and extra bottle if available.
I understand and will bring gear with me.

Do you organize events?

Start selling in minutes with Eventbrite!

www.eventbrite.com

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: November 1, 2022

Page: 1

SUBJECT:

Request authorization to hire Nicholas Evans, Hayden Pierce, Shane Russell, and Khamal Williams as Entry Level Firefighters and Colton Birmingham as a Certified Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Nicholas Evans - Base Salary for Entry Level Firefighter, \$33,485.40 (\$12.15 per hour) for entry level based on 2756 hours.

Hayden Pierce - Base Salary for Entry Level Firefighter, \$33,485.40 (\$12.15 per hour) for entry level based on 2756 hours.

Shane Russell - Base Salary for Entry Level Firefighter, \$33,485.40 (\$12.15 per hour) for entry level based on 2756 hours.

Khamal Williams - Base Salary for Entry Level Firefighter, \$33,485.40 (\$12.15 per hour) for entry level based on 2756 hours.

Colton Birmingham- Base Salary for Certified Firefighter, \$36,241.40 (\$13.15 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 Chase Bair, James Britt, Zalen Brown, Gabe Harpole and Marvin Fort.

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 Nicholas Evans, Hayden Pierce, Shane Russell, and Khamal Williams as Entry Level Firefighters and Colton Birmingham as a Certified Firefighter in the Starkville Fire Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 11-1-22
PAGE: 1 of 1

SUBJECT: Requesting authorization to reject bids received October 13, 2022 and re-advertise for three concession stand trailers for Cornerstone Park.

AMOUNT & SOURCE OF FUNDING:

375-551-907-943 Capital Purchases

FISCAL NOTE:

Build a Concession Stand

- 1) 8.5*20 Food Trailer
- 2) Equipment: 8' Range Hood, Air Flow Blower, 2 Interior Range Lights, Grease Trap on Roof
- 3) Fire Suppression System Installed in Range Hood w/ Sprinkler System, Pipes & Tank Fully Charged
- 4) Compliant with State and Federal Fire and Food Codes
- 5) Fully Customized Wrap

AUTHORIZATION HISTORY:

Bids were received but one did not meet required specifications and others were more than requested. Bidders have been consulted and will re-bid accordingly.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to Advertise.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE: 11-1-22
PAGE: 1 of 1**

SUBJECT: Request approval to apply for the Walmart Community Grant. Grant request will be for two thousand dollars (\$2,000) in the area of public safety technology advancement.

AMOUNT & SOURCE OF FUNDING: \$2,000 Walmart Community Grant

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 to apply for the Walmart Community Grant (\$2,000.00 for public safety technology advancement).

STAFF RECOMMENDATION:



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 11-1-22
PAGE: 1 of 20

SUBJECT: The Starkville Police Department is requesting permission to purchase one (1) stationary automated license plate reader (L6Q) through the 100% reimbursable Homeland Security subgrant from Vigilant / Motorola Solution at the higher quote of \$9,615.00 due to expandability and integration with existing software along with the approval of the Enterprise Service Agreement with Vigilant for the purchase of the stationary radar.

AMOUNT & SOURCE OF FUNDING: FY23 Homeland Security \$9,615.00

FISCAL NOTE: grant reimbursement

AUTHORIZATION HISTORY:

Two quotes received: \$ 9,615.00 Vigilant / Motorola Solution's L6Q
\$ 9,340.65 Active Solutions

**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 an automated license plate reader L6Q (stationary), the preferred of two quotes. Also requests the approval of the Enterprise Service Agreement with Vigilant in regard to the purchase of the stationary radar.

City of Starkville, MS
 101 E. Lampkin Street
 Starkville, Mississippi
 Att: Corporal Chris Jackson

August 13, 2022

Quote Description
REKOR Fixed LPR

SALESPERSON	Project Description	Payment Terms
Brad Giaccone (504) 909-2505	City of Starkville, Mississippi - License Plate Reader Cameras	50% Deposit - Balance Upon Installation

QTY	Part Number	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	RKR-EDG-PRO	Rekor Edge Pro Fixed LPR Camera	\$891.44	\$891.44
1	RKR-SCT-1Y	Rekor Scout (1 year)	\$841.50	\$841.50
1	RKR-COM-1Y	Rekor Communications (1 year)	\$1,350.00	\$1,350.00
1	RKR-BOX-PRO	Rekor Edge Pro Add on: Comms Box and Bracket	\$2,076.98	\$2,076.98
1	RKR-SOL-PRO	Rekor Solar Kit	\$2,422.50	\$2,422.50
		Labor		
8	ASLABOR-ASMBLY	Installation - with use of bucket truck <i>Camera Installations</i>	\$125.00	\$1,000.00
	AS-SvcPlan	Service Plan - 1 Year @ 10% of Hardware		\$758.24

SUBTOTAL	\$9,340.65
SALES TAX	
TOTAL	\$9,340.65

Quote assumes hardware will be affixed to existing poles with power or will be powered via the Solar kits quoted.

The prices above, specifications and conditions are satisfactory and accepted. By affixing my signature below, I authorize Active Solutions to perform the work outlined above and agree to the payment terms as stated.

Please return signed Proposal to Active Solutions with your deposit to commence the aforementioned work.





PROPOSAL TO:

Starkville Police Department

FOR:

(1) L6Q Solar Purchase

American Integration Contractors, LLC (AIC)

Your Source for Custom Integration Services

www.getAIC.com

-AIC Consultant, Michael Jaynes

601-807-3888

m.jaynes@getaic.com

P.O Box 92996

Lafayette, LA 70509-2996



888-829-8534

www.getAIC.com



PROPOSAL

Customer Name	Starkville Police Department	Date	09-12-2022	Quote No.	220912MJ02
Customer Address	Starkville Police Department 101 East Lampkin St. Starkville, Ms. 39759	Project Reference	(1) L6Q Solar Purchase		
		AIC Point of Contact:	J. M. "Country" Jaynes 601-807-3888		

QTY	PART NUMBER	DESCRIPTION	LIST	LINE TOTAL
1	VSF-L6Q-S-KIT	L6Q Quick Deploy Camera (Solar Kit)	\$6,495.00	\$6,495.00
1	VSBSCSVC-L6Q	Vigilant L6Q Service Package for Hosted/Managed LPR Deployments	\$250.00	\$250.00
1	VSPTRNG	Vigilant End User Training	\$1,250.00	\$1,250.00
1	VSPTRVL-01	Vigilant Certified Partner Travel via Client Site Visit	\$1,550.00	\$1,550.00
1	VS-SHP-02	Vigilant Shipping Charges - Fixed or Comms	\$70.00	\$70.00
TOTAL				\$9,615.00

GENERAL TERMS AND CONDITIONS

- **Applicable Terms:** These General Terms and Conditions govern the purchase and sale of items and services described in an American Integration Contractors, LLC quotation, proposal or similar document (quotation) defining equipment, material and/or services to be provided by American Integration Contractors, LLC.
- **Validity:** Terms and conditions in executed and currently valid Master Service Agreements, Contracts, Subcontracts and/or Blanket Purchase Orders with the Customer named in this quotation supersede these General Terms and Conditions.
- **Firm Offer:** Unless otherwise stated in the quotation, all pricing shall be firm for a period of thirty (30) days from proposal date. American Integration Contractors, LLC reserves the right to revise pricing after the 30-day period for any anticipated or actual increased material, subcontract, labor, or other costs.
- **Sales Tax, Tariffs, Duties:** Unless otherwise stated in the quotation, costs for sales taxes, tariffs, and /or duties are not included in pricing. If applicable, American Integration Contractors, LLC will invoice for same as an additional, separate line item unless American Integration Contractors, LLC is provided with the applicable sales tax exemption certificate which properly relieves American Integration Contractors, LLC' obligation to collect and/or pay subject taxes.
- **Bonding:** Unless otherwise stated in the quotation, costs for performance and payment (P&P) and/or maintenance bonds are not included in our pricing. Requested bonds may be provided at industry standard rates and will be invoiced as an additional, separate line item.

P.O Box 92996

Lafayette, LA 70509-2996



888-829-8534

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- **Payment:** Unless otherwise stated in the quotation: (i) invoicing shall be progressive and include payment for properly stored material. A proposed schedule of values shall be submitted for approval prior to first invoice to establish progressive values. (ii) Payment terms to be net thirty (30) days. (iii) Price is in US Dollars. (iv) Credit card payments subject to additional 5% fee.
- **Warranty:** Warranty shall include repair or replacement of items furnished by American Integration Contractors, LLC found to be defective due to a manufacturing defect and/or improper workmanship. Unless otherwise stated in the proposal, warranty shall be for a period of twelve (12) months from "Substantial Completion" (date when products are utilized for intended purposes) or eighteen (18) months from delivery, whichever occurs first. Damages as a result of acts of God (lightning, etc.), theft, vandalism or improper care and/or maintenance by Buyer/Customer are excluded from this warranty.
- **Ownership of Materials and Intellectual Property:** All devices, designs (including drawings, plans, specifications, etc.) estimates, prices, notes, electronic data and other documents or information prepared or disclosed by American Integration Contractors, LLC, and all related intellectual property (software, etc.) shall remain American Integration Contractors, LLC' property. With the execution of a Contract, Work Order, Purchase Order, or similar document, American Integration Contractors, LLC grants Buyer/Customer a perpetual non-exclusive, non- transferrable license to use application software for its intended purposes. Buyer/Customer shall not disclose such material to third parties without American Integration Contractors, LLC' written consent.
- **Non-Solicitation of Employees:** It is mutually agreed that neither American Integration Contractors, LLC nor Buyer/Customer shall directly or indirectly employ, solicit for employment, advise or recommend to any other persons that such other person employ or solicit for employment any person employed by either party during the term of performance of the work proposed and for a period of one (1) year thereafter.
- **Cancellation:** If an order based on the quotation is cancelled or suspended following American Integration Contractors, LLC' receipt of an order, Buyer/Customer shall promptly pay American Integration Contractors, LLC for work performed prior to cancellation or suspension and any other incurred direct costs as a result of such cancellation or suspension.
- **Force Maieure:** American Integration Contractors, LLC shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, extreme weather events, fire, delays by others, etc.

American Integration Contractors, LLC
LA SFM #1242
LA Statewide Electrical #52406

ACCEPTANCE OF PROPOSAL

Signature: _____

Print Name: _____

Date: _____





Enterprise Service Agreement (ESA) – L6Q

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this _____ Day of _____, 20__ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and Starkville Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 101 E. Lampkin St., Starkville, Ms. 39759 (“Affiliate”).

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

“CJIS Security Policy” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

“L6Q Quick Deploy” or **“L6Q Camera License Key”** means an electronic key that will permit each license of Vigilant’s CarDetector brand LPR software (one L6Q CLK per L6Q camera) to be used with Vigilant L6Q LPR cameras and Software Products. L6Q CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

“Criminal Justice Information Services Division” or **“CJIS”** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on



applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s) and allow benefits of all rights granted hereunder this Agreement.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section XIII of this Agreement.

"Service Package" means the service option which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense, or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer.



Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period



by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone. Customer allows Vigilant Solutions to access the L6Q camera settings for the purposes of optimizing the plate collection process.

VI. L6Q Camera License Keys (L6Q CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a L6Q Camera License Key (L6Q CLK) for each L6Q camera installed and considered in active service. An L6Q CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for an L6Q CLK, Affiliate's Technical Support Agent will receive the requested L6Q CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.



VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.



XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate’s Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise Service Agreement is based on following Service Package:

L6Q Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- CarDetector Mobile Hit Hunter
- Mobile Companion App
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of L6Q CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued L6Q CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule		
	Annual Fee Per L6Q	\$250.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on



Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement.

Affiliate and Vigilant agree that the number of L6Q CLKs issued as of the Effective Date of this Agreement is 3 [Insert Quantity]. All future additions of L6Q CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.



F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time



to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: Starkville Police Department Attn: Corporal Christopher Jackson Address: 101 E. Lampkin St. Starkville, Ms. 39759
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M. Authorized Representatives; Technical Support Agents. Affiliate’s Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate’s Authorized Representative is responsible for administering this Agreement and Affiliate’s Technical Support Agents are responsible for administering the Software Products and acting as Affiliate’s Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC



Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Affiliate Organization: Starkville Police Department

Authorized Agent: Christopher Jackson

Title: Corporal

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:		Starkville Police Department	
Company / Agency Type:		Law Enforcement Agency	
Address:	101 E. Lampkin St.		
	Starkville, Ms. 39759		
Primary Contact			
Name:	Christopher Jackson		
Title:	Corporal	Phone:	662-323-4134
Email:	c.jackson@cityofstarkville.org		
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.



5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.



27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.



18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 11-1-22
PAGE: 1 of 16

SUBJECT: The Starkville Police Department is requesting permission to accept the Enterprise Service Agreement for Vigilant Solutions, Automated License Plate Reader for the Hot Spot Grant purchase of a vehicle automated license plate reader previously approved by the Board.

AMOUNT & SOURCE OF FUNDING: n/a

FISCAL NOTE:

AUTHORIZATION HISTORY:

**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 Enterprise Service Agreement (ESA) – L5M for the approved purchase of a vehicle automated license plate reader through the Hot Spot Policing grant.



Enterprise Service Agreement (ESA) – L5M

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this 31 Day of August, 2022 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and Starkville Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 101 E. Lampkin St, Starkville, Mississippi 39759 (“Affiliate”).

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

“CJIS Security Policy” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

“L5M CLK” or “L5M Camera License Key” means an electronic key that will permit each license of Vigilant’s CarDetector brand LPR software (one L5M CLK per L5M camera) to be used with Vigilant L5M LPR cameras and Software Products. L5M CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on



applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section XIII of this Agreement.

"Service Package" means the service option which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer.



Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period



by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone. Customer allows Vigilant Solutions to access the L5Q camera settings for the purposes of optimizing the plate collection process.

VI. L6Q Camera License Keys (L6Q CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a L5M Camera License Key (L5M CLK) for each L5M camera installed and considered in active service. An L5M can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for an L5M CLK, Affiliate's Technical Support Agent will receive the requested L5M CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.



VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.



XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate’s Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise Service Agreement is based on following Service Package:

L5M Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- CarDetector Mobile Hit Hunter
- Mobile Companion App
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of L5M CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued L5M CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule		
	Annual Fee Per L5M CLK	\$525.00



Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement.

Affiliate and Vigilant agree that the number of L5M CLKs issued as of the Effective Date of this Agreement is __3__ [Insert Quantity]. All future additions of L5M CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. 



E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business



day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: Starkville Police Department Attn: Corporal Christopher Jackson Address: 101 E. Lampkin St. Starkville, Ms. 39759
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M. Authorized Representatives; Technical Support Agents. Affiliate’s Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate’s Authorized Representative is responsible for administering this Agreement and Affiliate’s Technical Support Agents are responsible for administering the Software Products and acting as Affiliate’s Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Affiliate Organization: Starkville Police Department

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:		Starkville Police Department	
Company / Agency Type:		Law Enforcement Agency	
Address:	101 E. Lampkin St.		
	Starkville, Ms. 39759		
Primary Contact			
Name:	Christopher Jackson		
Title:	Corporal	Phone:	662-323-4134
Email:	c.jackson@cityofstarkville.org		
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.



7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.



28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include “hot-lists”, scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission (“Hotlist upload”) into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.



19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Nov. 1st, 2022
PAGE: Page 1 of 14

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 514 West Main Street with the parcel number 118O-00-233.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by Lula Bell Hines
1720 Goldenrod Turn Dekalb, IL 60115

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Monday, October 3, 2022, at approximately 14:30.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez's request on Monday, October 10, 2022, at approximately 09:19 and deemed the structure at 107 East Gillespie Street dilapidated.
3. Violation notice was created by Officer Sarah Perez on Monday, October 17, 2022, at approximately 15:36 and mailed to the property owner.
4. A second inspection performed by Code Enforcement Officer Alexandra Nash, was done on Tuesday, October 25, 2022 at approximately 14:58. Property was still in violation with no apparent change.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 514 West Main Street with the parcel number 118O-00-233.00 is a menace to the public health, safety, and welfare of the community.

514 West Main Street, Oktibbeha County Property Link public tax information.



Property Link OKTIBBEHA COUNTY, MS

Current Date 10/3/2022

Tax Year 2021

Records Last Updated 9/30/2022

PROPERTY DETAIL		
OWNER	HINES LULA BELL	ACRES : **NA**
	C/O LULA V HUNT	LAND VALUE : 7000
	1720 GOLDENROD TURN	IMPROVEMENTS : 10580
	DEKALB IL 60115	TOTAL VALUE: 17580
		ASSESSED : 2637

PARCEL 1180-00-233.00

ADDRESS **NA**

TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	145.17	145.17	0.00
CITY	79.45	79.45	0.00
SCHOOL	174.46	174.46	0.00
PENALTY & OTHER	7.98	7.98	0.00
TOTAL	407.06	407.06	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 6/1/2022

MISCELLANEOUS INFORMATION		
EXEMPT CODE		LEGAL LOT 4 & 5' OFF W/S LOT 3 REX S
HOMESTEAD CODE	None	T
TAX DISTRICT	5110	SUB
PPIN	005817	MAP 1180 DB/PG 421/431
SECTION	34	
TOWNSHIP	19N	
RANGE	14E	

Book Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2015	WALDROP DUDLEY J	10/7/2016 HUNT LULA V
2014	MONT'S GRADY	10/7/2016 HUNT LULA V

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City of Starkville Unified Development Code, page 361. Can be located at <https://www.cityofstarkville.org/> under the Unified Development Code (view the UDC)

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 stench, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stench.
- 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

Violation Notice issued, Monday, October 17 2022.

**City of Starkville, MS**

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

FIRST NOTICE OF VIOLATION

Lula Bell Hines
1347 Armour Rd
Bourbonnais, IL 60914

Case No. 22-000562
Issued: October 17, 2022

VIOLATION LOCATION

514 West Main,
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on October 03, 2022. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than October 27, 2022.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Lula Bell Hines

The photographs below were taken by Officer Officer Sarah Perez at the first inspection on Monday, October 3, 2022, at approximately 14:04.















Photographs below were taken by Officer Alexandra Nash on Saturday, October 25, 2022, at approximately 14:58.

Call #	22-042496	Dispatcher	MULLEN, T
Date/Time	10/25/2022 14:31:51	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	2
How Rcvd	PHONE		
Sent To Dispatch	10/25/2022 14:32:23		

Location Address

514 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	14:58:37	14:58:39	15:06:25		

Notes

10/25/2022 2:32:22 PM	MULLEN, T	PHOTOS TAKEN
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Nov. 1st, 2022
PAGE: Page 1 of 22

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 104 Windsor Rd. with the parcel number 118H-00-113.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by Jason Matthew Hendrick
104 Windsor Rd. Starkville, MS 39759

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Monday, October 3, 2022, at approximately 14:34.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez's request on Monday, October 10, 2022, at approximately 09:19 and deemed the structure at 107 East Gillespie Street dilapidated.
3. Violation notice was created by Officer Sarah Perez on Monday, October 17, 2022, at approximately 15:36 and mailed to the property owner.
4. A second inspection performed by Code Enforcement Officer Alexandra Nash, was done on Tuesday, October 25, 2022 at approximately 15:06. Property was still in violation with no apparent change.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 104 Windsor Rd. with the parcel number 118H-00-113.00 is a menace to the public health, safety, and welfare of the community.

104 Windsor Rd., Oktibbeha County Property Link public tax information.



Property Link OKTIBBEHA COUNTY, MS

Current Date 2/11/2021

Tax Year 2020
Records Last Updated 2/10/2021

PROPERTY DETAIL		
OWNER	HENDRICK JASON MATTHEW	ACRES : **NA**
	104 WINDSOR	LAND VALUE : 45000
		IMPROVEMENTS : 41980
	STARKVILLE MS 39759	TOTAL VALUE: 86980
		ASSESSED : 8698

PARCEL 118H-00-113.00

ADDRESS 104 WINDSOR

TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	329.17	329.17	0.00
CITY	262.07	262.07	0.00
SCHOOL	416.33	416.33	0.00
TOTAL	1007.57	1007.57	0.00

LAST PAYMENT DATE 1 / 28 / 2021

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 30 PLANTATION HOMES SUB #2
HOMESTEAD CODE	REG	911/459 2001/638
TAX DISTRICT	3110	MAP 118H DB/PG 454/626 764/453
PPIN	015252	B 2001 P 638 05/07/2001
SECTION	27	
TOWNSHIP	19N	
RANGE	14E	

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[PURCHASE COUNTY TAX SALE FILES](#)

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

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[HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)

[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#)

City of Starkville Unified Development Code, page 361. Can be located at <https://www.cityofstarkville.org/> under the Unified Development Code (view the UDC)

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 stench, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stench.
- 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

Violation Notice mailed Monday, October 17, 2022.



City of Starkville

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

Violation of Starkville Code of Ordinances

Jason Matthew Hendrick
104 Windsor
Starkville, MS 39759

Case No. 22-000300
Issued: September 30, 2022

VIOLATION LOCATION

104 Windsor,
Starkville, MS 39759

LEGAL DESCRIPTION

-
Parcel ID #118h-00-113.00

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 Section 21-19-111PMC 2021 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

The photographs below were taken by Officer Sarah Perez at the first inspection on Monday, October 3, 2022, at approximately 15:05.

Call # 22-039439
Date/Time 10/03/2022 15:05:17
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

104 WINDSOR RD
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:05:17	15:05:17	15:17:56		

Notes

10/3/2022 3:17:23 PM	PERE Z, S	SPOKE WITH MR. JASON HENDRICK VIA PHONE AND EXPLAINED WHAT I NEEDED TO DO HE SAID THAT WAS FINE
10/3/2022 3:17:46 PM	PERE Z, S	TOOK UPDATED PHOTOS OF THE PROPERTY



























Photographs below were taken by Officer Alexandra Nash on Tuesday October 25 2022, at approximately 15:06.

Call #	22-042497	Dispatcher	MULLEN, T
Date/Time	10/25/2022 14:31:58	Disposition	NO ACTION
Type	CODE ENFORCEMENT	Zone	
How Rcvd	PHONE		
Sent To Dispatch	10/25/2022 14:32:33		

Location Address

104 WINDSOR RD
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	15:06:30	15:06:33	15:12:56		

Notes

10/25/2022 2:32:33 PM	MULLEN, T	PHOTOS TAKEN
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Nov. 1st, 2022
PAGE: Page 1 of 16

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 107 East Gillespie Street with the parcel number 102A-00-087.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by Charles Powe
111 East Gillespie Street Starkville, MS 39759

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Monday, October 3, 2022, at approximately 14:34.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez's request on Monday, October 10, 2022, at approximately 09:19 and deemed the structure at 107 East Gillespie Street dilapidated.
3. Violation notice was created by Officer Sarah Perez on Monday, October 17, 2022, at approximately 15:36 and mailed to the property owner..
4. A second inspection performed by Code Enforcement Officer Alexandra Nash, was done on Tuesday, October 25, 2022 at approximately 12:09. Property was still in violation with no apparent change.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 107 East Gillespie Street with the parcel number 102A-00-087.00 is a menace to the public health, safety, and welfare of the community.

City of Starkville Unified Development Code, page 361. Can be located at <https://www.cityofstarkville.org/> under the Unified Development Code (view the UDC)

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



Property Link OKTIBBEHA COUNTY, MS

Current Date 10/25/2022

Tax Year 2021
Records Last Updated 10/24/2022

PROPERTY DETAIL		
OWNER	POWE CHARLES E	ACRES : **NA**
	111 E GILLISPIE ST	LAND VALUE : 30000
		IMPROVEMENTS : 14110
	STARKVILLE MS 39759	TOTAL VALUE: 44110
		ASSESSED : 6617

PARCEL	102A-00-087.00
ADDRESS	107 GILLESPIE

TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	364.27	364.27	0.00
CITY	199.37	199.37	0.00
SCHOOL	437.78	437.78	0.00
TOTAL	1001.42	1001.42	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 12 / 8 / 2021

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 15 A CITY BLK 52
HOMESTEAD CODE	None	MAP 102A DB/PG 243/304 2002/70
TAX DISTRICT	5110	69
PPIN	010573	B 2002 P 7069 11/18/2002
SECTION	03	
TOWNSHIP	18N	
RANGE	14E	

Book 2002 Page 7069

[PURCHASE COUNTY TAX SALE FILES](#)

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

[Back](#)

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

Violation Notice issued Monday, October 17, 2022.



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Charles E Powe
111 E Gillispie St
Starkville, MS 39759

Case No. 22-000561
Issued: October 17, 2022

VIOLATION LOCATION	LEGAL DESCRIPTION
107 E. Gillespie, Starkville, MS 39759	

An inspection of the above referenced property was made on October 03, 2022. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than October 27, 2022.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Charles E Powe

Letter of response written by Mr. Charles Powe's wife Mrs. Sandra Powe on October 25, 2022

October 25, 2022

Sarah Perez
Code Enforcement Officer
City of Starkville
101 E. Lampkin St.
Starkville, MS 39759

Dear Ms. Perez:

Charles E. Powe is currently a patient at Baptist Hospital in Columbus, Miss., and therefore I am writing as co-owner of the 107 E. Gillespie St. property in response to your letter, "First Notice of Violation," dated October 17, 2022, and delivered October 20, 2022.

We have been working with a draftsman to plan a renovation project for this property, and we are currently working with a local contractor who is scheduled to begin renovation work on this structure within the month of November.

We acknowledge the violation cited and request an exemption since major renovation, repair, and restoration is scheduled to begin imminently.

Thank you for your consideration.

Sincerely,



Sandra Powe

CC: Mr. Henry Vaughn, Alderman

The photographs below were taken by Officer Sarah Perez at the first inspection on Monday, October 3, 2022, at approximately 14:30.









Photographs below were taken by Officer Alexandra Nash on Tuesday, October 25, 2022, at approximately 12:09.

Call #	22-042484	Dispatcher	MULLEN, T
Date/Time	10/25/2022 12:09:42	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	PHONE		
Sent To Dispatch	10/25/2022 12:10:10		

Location Address

107 GILLESPIE ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	12:11:38	12:11:39	12:17:30		

Notes

10/25/2022 12:17:33 PM	MULLEN, T	10-2
10/25/2022 2:31:35 PM	MULLEN, T	PHOTOS TAKEN







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

AGENDA ITEM NO:
AGENDA DATE: Nov 1, 2022
PAGE: 1

SUBJECT: Request authorization to advertise for bids for the Downtown Water and sewer replacement project

AMOUNT & SOURCE OF FUNDING: 2023 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This project has been in the planning stages for several months. A full presentation of the project will be provided at the work session along with a communication plan. Attached is a cost estimate and a copy of the preliminary plans.

SUGGESTED MOTION:

Move approval to advertise for bids for the Downtown Water and sewer replacement project.

PUBLIC NOTICE
THE CITY OF STARKVILLE, MISSISSIPPI
ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Starkville, Mississippi will receive sealed bids for the construction of improvements planned as part of the City's **MAIN STREET AND LAMPKIN STREET WATER MAIN AND SANITARY SEWER IMPROVEMENTS - PROJECT NO. 229003**. Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be emailed to bids@cityofstarkville.org, by **9:00 A.M.** local time on **December 6, 2022**, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen. The Starkville Mayor and Board of Aldermen meet the 1st and 3rd Tuesday of each month, at 5:30 p.m. local time in the Courtroom at City Hall, 110 West Main Street, Starkville, Mississippi.

Bid documents are being made available via original paper copy or digital file. Plan holders are required to register for an account at <https://www.cityofstarkvilleplans.org> to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. For questions regarding website registration and online orders, please contact Plan House Printing at (662) 407-0193.

A certified check or bank draft drawn on a solvent bank, payable without condition to the City of Starkville, Mississippi or a bid bond in the amount of 5% of the total bid amount shall be submitted with each bid as guarantee that, if the bid is accepted, a contract will be entered into and the performance of the contract properly secured. All contractors responding to this advertisement for bids must comply with all applicable requirements of Chapters 3 and 5 of Title 31 of the Mississippi Code of 1972, as amended.

Bid containers must be **SEALED** and marked **MAIN STREET AND LAMPKIN STREET WATER MAIN AND SANITARY SEWER IMPROVEMENTS - PROJECT NO. 229003 due December 6, 2022**. Upon the outside or exterior of which is found the contractor's current Certificate of Responsibility number or statement to the effect that the bid enclosed does not exceed \$50,000.00 (*fifty thousand dollars*), pursuant to the provisions of '§31-3-21 of the Mississippi Code of 1972, as amended.

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

No bid shall be withdrawn for a period of thirty (30) days without the written consent of the City. The City reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

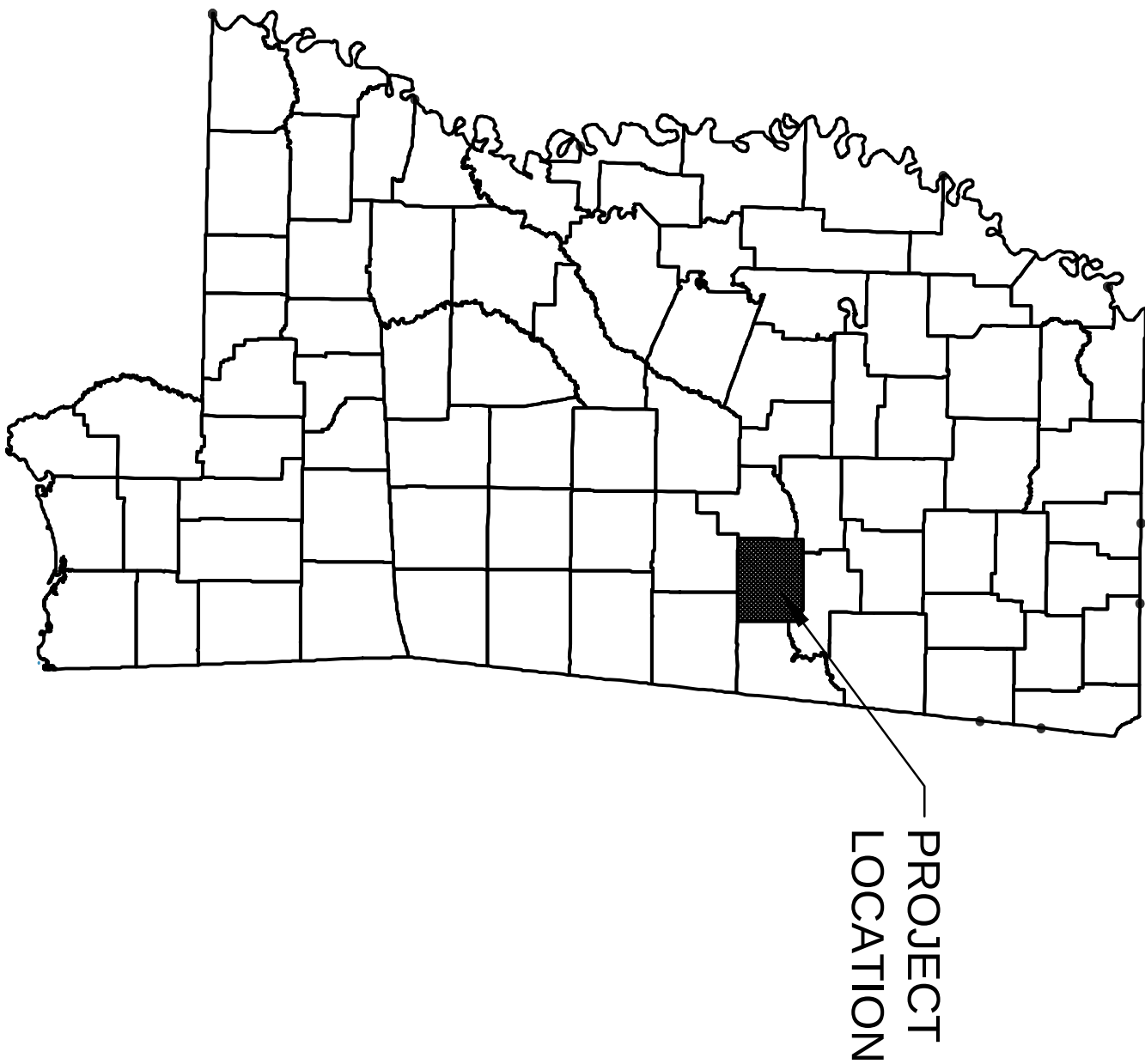
THE CITY OF STARKVILLE, MISSISSIPPI

Lesa Hardin, City Clerk

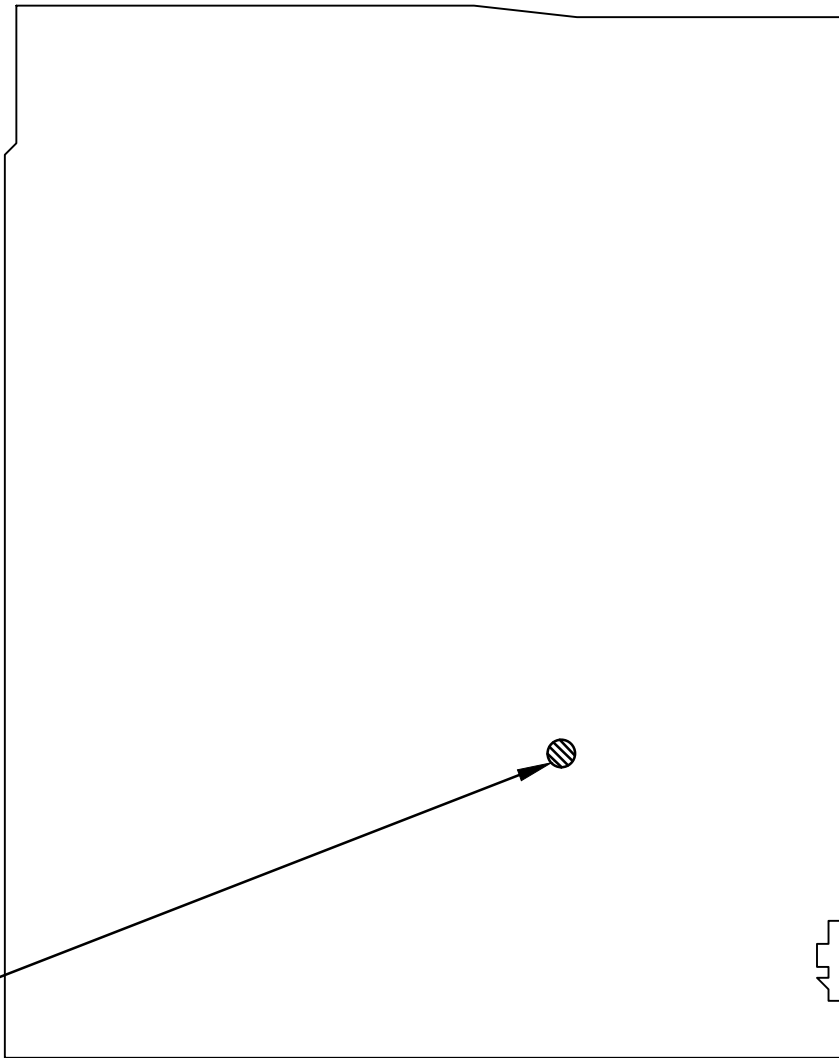
CONSTRUCTION DRAWINGS FOR

MAIN STREET AND LAMPKIN STREET
WATER MAIN REPLACEMENT

STARKVILLE, MISSISSIPPI



OKTIBBEHA COUNTY



PROJECT LOCATION
E MAIN STREET AND E LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

BID ISSUE: _____
CONSTRUCTION ISSUE: _____
RECORD ISSUE: _____

PROJECT CONTACTS

OWNER:
STARKVILLE UTILITIES
200 N. LAFAYETTE
STARKVILLE, MS
MARY WILLIAMS, PE
(662) 323-2525
M.WILLIAMS@CITYOFSTARKVILLE.ORG

CIVIL ENGINEER:
KIMLEY-HORN & ASSOCIATES, INC.
420 20TH ST N SUITE 2200
BIRMINGHAM, AL 35203
ALEX LESLIE, PE
(205) 558-6645
ALEX.LESLIE@KIMLEY-HORN.COM

VICINITY MAP



PREPARED FOR:



SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
G-00	COVER SHEET
G-01	GENERAL NOTES
C-00	OVERALL WATER AND SEWER PLAN
C-01	MAIN STREET WATER PLAN AND PROFILE
C-02	LAMPKIN ST WATER PLAN AND PROFILE
C-03	LAMPKIN STREET PLAN AND PROFILE
C-04	WASHINGTON WATER PLAN AND PROFILE
C-05	JACKSON WATER PLAN AND PROFILE
C-06	ADDITIONAL UTILITY IMPROVEMENTS
C-07	ADDITIONAL UTILITY IMPROVEMENTS
C-08	DETAILS
C-09	DETAILS
C-10	DETAILS
C-11	DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF CITY OF STARKVILLE STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE INDICATED ON THE PLANS. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE CITY OF STARKVILLE AND MISSISSIPPI STANDARDS AND SPECIFICATIONS PRIOR TO COMMENCING WORK.
2. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. ALL CONTRACTORS ARE DIRECTED TO CONDUCT WHATEVER INVESTIGATIONS THEY MAY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED. AND UPON WHICH THEIR BIDS WILL BE BASED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS.
4. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 2 BUSINESS DAYS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING UTILITIES FROM DAMAGE. EXPLOSATORY EXCAVATION MAY BE REQUIRED PRIOR TO CONNECTION TO EXISTING UTILITIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
8. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF MISSISSIPPI DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS INCLUDING THE LOCATION OF THE NEW UTILITY IMPROVEMENTS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
11. THE CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO THE ENGINEER FOR REVIEW OF ALL PIPES, FITTINGS, CONNECTIONS, TRANSITIONS, AND SPECIAL APPURTENANCES PRIOR TO FABRICATION OR DELIVERY TO THE JOB SITE.
12. INGRESS AND EGRESS TO ALL THE PROPERTIES IN THE CONSTRUCTION AREA SHALL BE MAINTAINED AT ALL TIMES.
13. PRIOR APPROVAL WILL BE REQUIRED FOR REMOVAL OR TRIMMING OF ANY TREE WITHIN THE CONSTRUCTION AREA.
14. COMPLETE VIDEO LOG OF THE PROJECT SITE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD PRIOR TO AND AFTER CONSTRUCTION. OPTICAL IMAGE STABILIZATION SHALL BE USED TO OBTAIN SHARP IMAGES. THE VIDEO LOG SHALL BE PROVIDED IN A FORMATS COMPATIBILITY SHALL BE USED WITH THE MAXIMUM DEPTH OF FIELD TO PROVIDE CLEAR STILL FRAME CAPABILITY AND THE HIGHEST RESOLUTION POSSIBLE. TWO COPIES OF THE DVD OR EXTERNAL HD SHALL BE PROVIDED AND LABELED WITH THE NAME OF THE PROJECT AND THE DATE THE VIDEO WAS TAKEN. THE VIDEO SHALL BE SUPPLIED BY THE CONTRACTOR.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION MATERIALS, AND WORKMANSHIP WITHIN CITY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR CITY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR MODI SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR CITY REGULATIONS, WHICHEVER IS MOST RESTRICTIVE OF THE TWO.
2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
3. TRAFFIC CONTROL ON ALL MDOT, LOCAL, AND CITY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE MUTCD REQUIREMENTS CONFLICT, THE CONTRACT DOCUMENTS SHALL BE THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR, PRIOR TO CONSTRUCTION AND RESTRICTING ANY TRAFFIC, MUST OBTAIN A RIGHTS-OF-WAY USE PERMIT AND PROVIDE A TRAFFIC CONTROL PLAN.
5. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
6. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED.
7. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
8. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 1" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
9. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
10. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED AS SPECIED IN THE PLANS. FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL MAINTAIN THE DISTURBED AREAS FOR A MINIMUM OF 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
12. ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO EXISTING LINES AND GRADES UNLESS SHOWN OTHERWISE.
13. CONCRETE DRIVEWAYS OR SIDEWALKS THAT ARE CUT SHALL BE RESTORED TO MATCH SPECIFICATIONS FOR THE CURRENT EDITIONS OF THE ALODT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, WHERE CONCRETE REPAIRS ARE NECESSARY AND EXPANSION OR CONTRACTION JOINTS ARE PRESENT. CONTRACTOR SHALL REMOVE AND REPLACE CONCRETE UP TO THE NEXT EXPANSION OR CONCRETE JOINT.

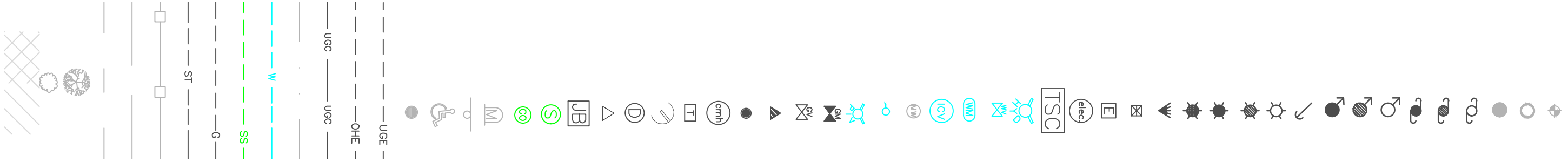
WATER AND SEWER UTILITY NOTES

1. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS PRIOR TO ANY UTILITY LOCATION AND CONSTRUCTION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
3. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND ALL OPEN ENDS OF MANHOLE LIDS. THE OPEN ENDS OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
4. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY OTI PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH IS DEFECTIVE SHALL BE REJECTED AND NOT USED. ANY DEFECTIVE MATERIAL, MANHOLE, RENDER, FLUENT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
6. CONTRACTOR SHALL PERFORM AT HIS OWN EXPENSE. ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

MAINTENANCE OF EROSION CONTROL MEASURES

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY QUALIFIED PERSON ON THE LEAST ONCE EVERY SEVEN CALENDAR DAYS AND MAINTAINED THROUGHOUT THE TERM OF THE EROSION CONTROL MEASURES AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
2. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
3. ALL SODDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESODDED AS NEEDED.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES.
7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

SURVEY LEGEND

- 

CONTROL POINT

SET IRON PIN

FOUND IRON PIN

POWER POLE (WOOD)

POWER POLE (METAL)

POWER POLE (CONC.)

LIGHT POLE (WOOD)

LIGHT POLE (METAL)

LIGHT POLE (CONC.)

GLY WIRE

LAMP POLE (WOOD)

LAMP POLE (METAL)

LAMP POLE (CONC.)

LAMP POLE (FIBERGLASS)

LIGHT

ELECTRIC BOX

ELECTRIC METER

ELECTRIC MANHOLE

TRAFFIC SIGNAL CONTROL BOX

FIRE HYDRANT

WATER VALVE

WATER METER

IRRIGATION CONTROL VALVE

MONITORING WELL

WATER HYDRANT

POST INDICATOR VALVE

GAS METER

GAS VALVE

GAS MARKER

UNDERGROUND COMMUNICATION MARKER

COMMUNICATION MANHOLE

TELEPHONE FIBERSTAL

SATELLITE DISH

STORM DRAINAGE MANHOLE

DOWNSPOUT

JUNCTION BOX

SANITARY SEWER MANHOLE

CLEANOUT

MANHOLE

SIGN

HANDICAP PARKING

GATE POST

UNDERGROUND ELECTRIC OVERHEAD ELECTRIC

UNDERGROUND COMMUNICATION

FLOW LINE

WATER LINE

SANITARY SEWER LINE

GAS LINE

STORM DRAIN PIPE

FENCE

EDGE OF GRAVEL

EDGE OF LANDSCAPE

TREE

BUSH

FACADE CHANGE

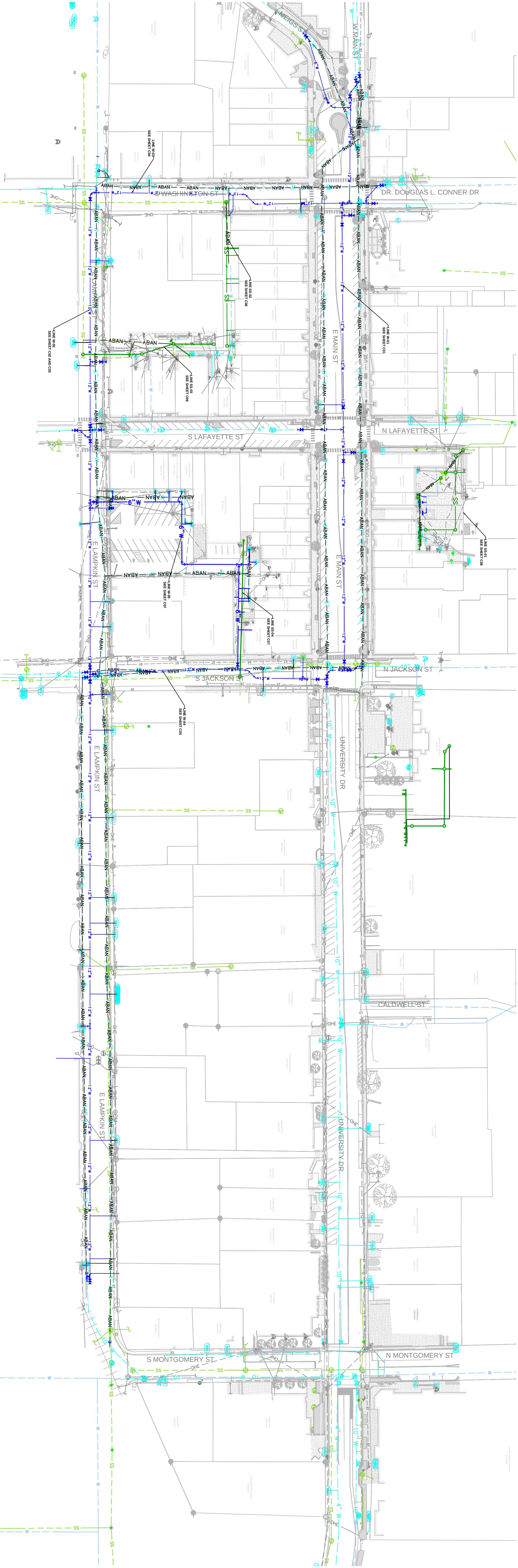
PRELIMINARY
NOT FOR CONSTRUCTION

DRAWN BY SFS DESIGNED BY CAL REVIEWED BY KCM DATE 09/16/2022 PROJECT NO. 014627000 TITLE GENERAL NOTES SHEET NUMBER G-01  PROJECT MAIN ST AND LAMPKIN ST WATER AND SEWER IMPROVEMENTS STARKVILLE MS, 39759 <table><tr><td>PREPARED FOR</td><td>  200 N. LAFAYETTE ST. STARKVILLE, MS 39759 (662) 323-3133 </td><td>PREPARED BY</td><td>  © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 420 NORTH 20TH STREET DOWNTOWN WELLS FARGO CTR, STE 2200 BIRMINGHAM, AL 35203 PHONE (205) 558-6645 WWW.KIMLEY-HORN.COM </td></tr><tr><td>BY</td><td>DATE</td><td colspan="2">No. ISSUANCE AND REVISION DESCRIPTIONS</td></tr><tr><td></td><td></td><td colspan="2"></td></tr></table>	PREPARED FOR	 200 N. LAFAYETTE ST. STARKVILLE, MS 39759 (662) 323-3133	PREPARED BY	 © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 420 NORTH 20TH STREET DOWNTOWN WELLS FARGO CTR, STE 2200 BIRMINGHAM, AL 35203 PHONE (205) 558-6645 WWW.KIMLEY-HORN.COM	BY	DATE	No. ISSUANCE AND REVISION DESCRIPTIONS					
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BY	DATE	No. ISSUANCE AND REVISION DESCRIPTIONS										

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GRAPHIC SCALE IN FEET

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No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE BY

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STARKVILLE, MS 39759
(662) 323-3133

PREPARED BY

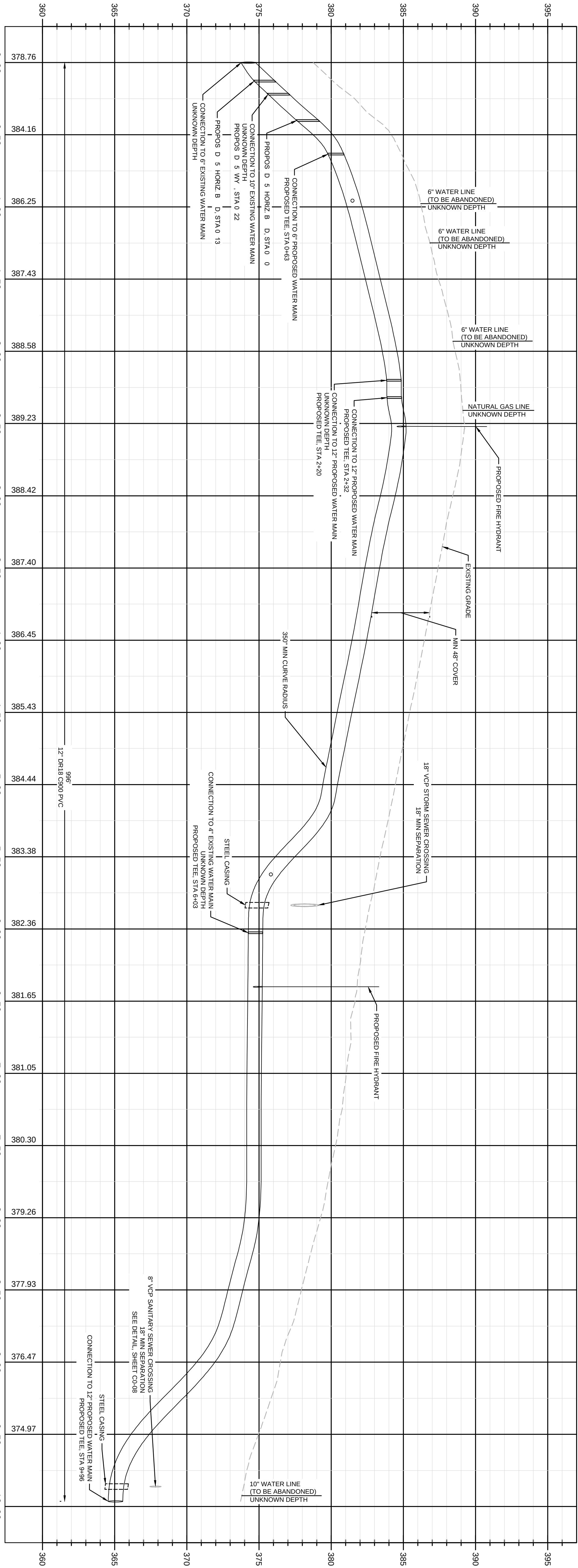
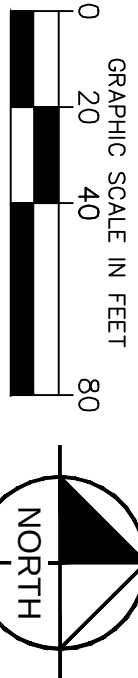
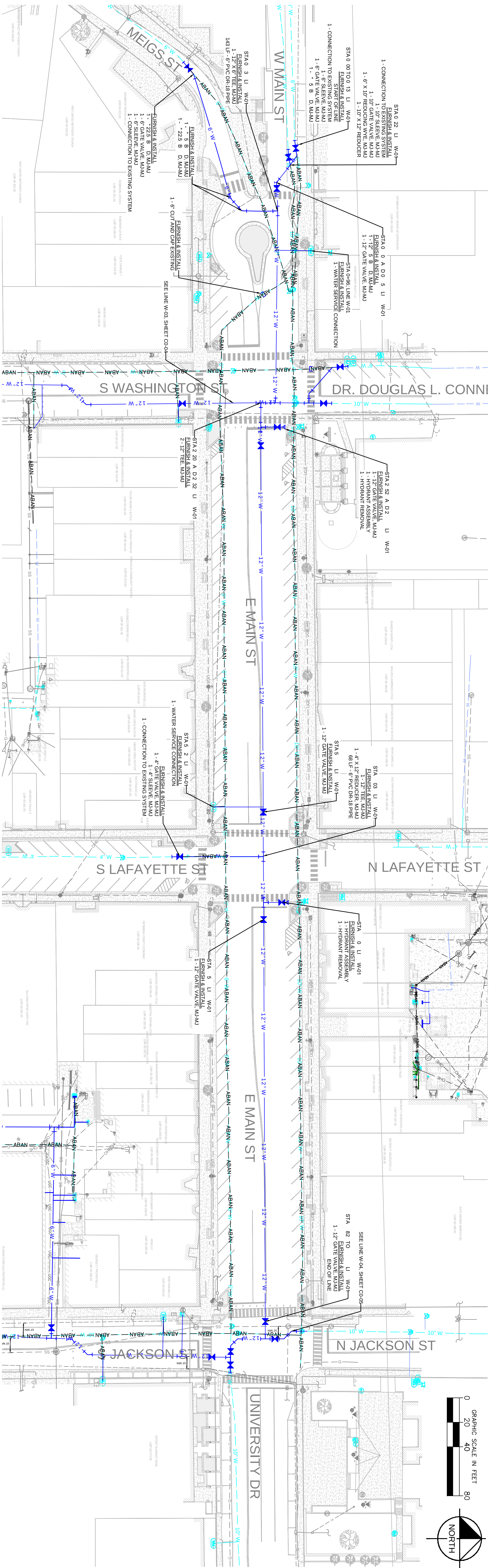
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STARKVILLE MS, 39759

DATE	09/16/2022
PROJECT NO.	014627000
TITLE	OVERALL WATER AND SEWER PLAN
SHEET NUMBER	

C-00



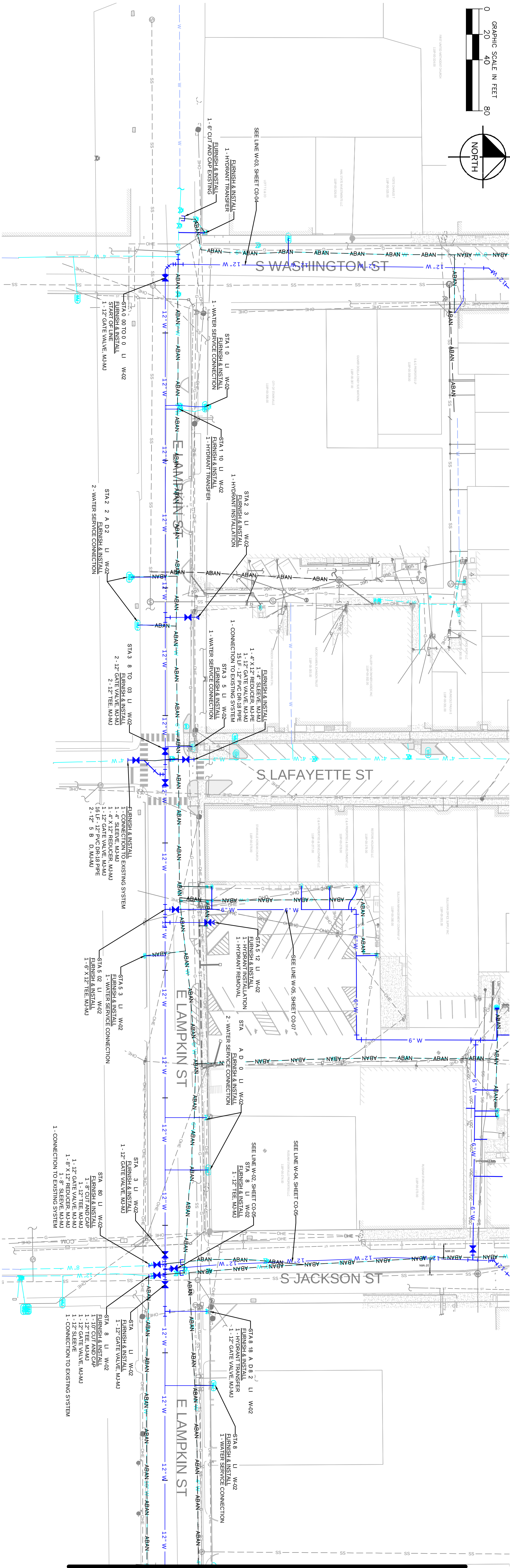
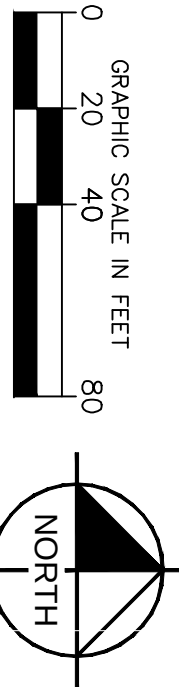
- NOTE:
1. FIELD COORDINATE LOCATION OF HYDRANTS, VALVE BOXES, METER BOXES, ETC. WITH ENGINEER
 2. AVOID CONFLICTS WITH HARDSCAPE
 3. COORDINATE METER NUMBER SEQUENCING WITH STARKVILLE UTILITIES.

W.O.I.
1" = 40' HORIZ.
1" = 4' VERT.

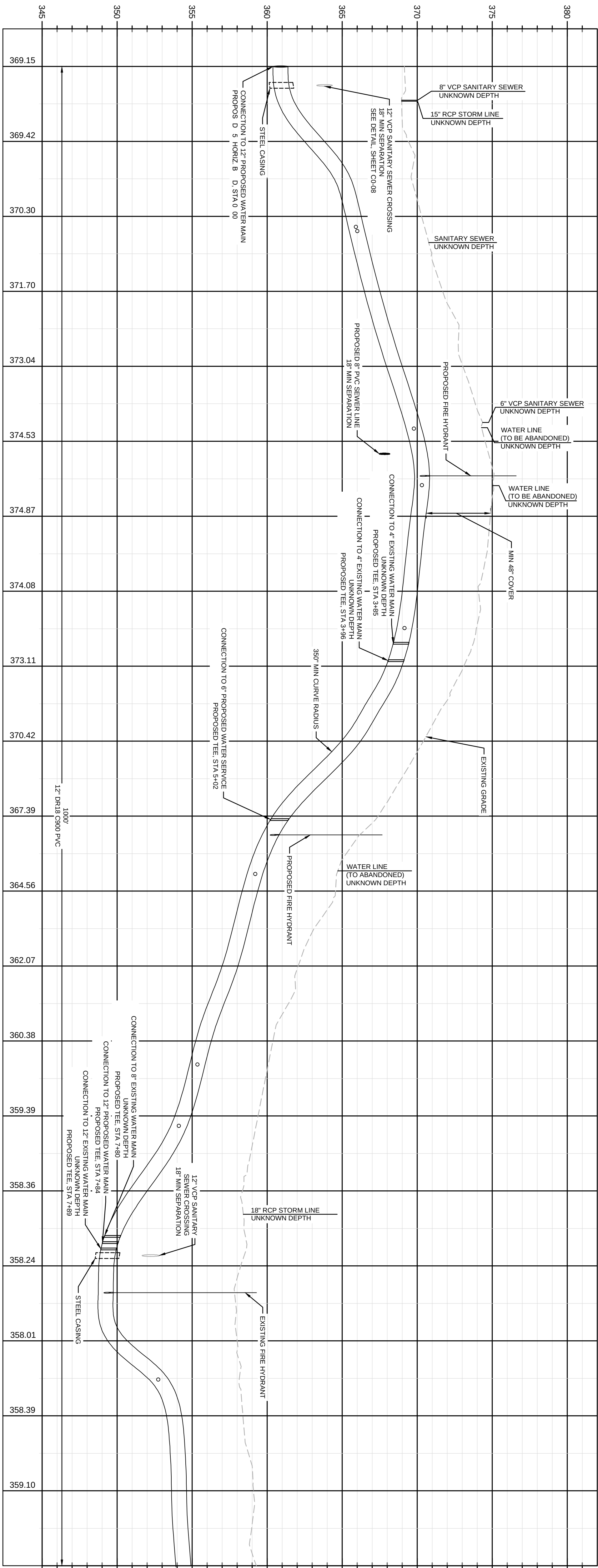
PROFILE VIEW

PRELIMINARY
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SHEET NUMBER C-01	TITLE MAIN STREET WATER PLAN AND PROFILE	PROJECT NO. 014627000	DATE 09/16/2022	REVIEWED BY KCM	DESIGNED BY CAL	DRAWN BY SFS		PROJECT MAIN ST AND LAMPKIN ST WATER AND SEWER IMPROVEMENTS STARKVILLE MS, 39759	PREPARED FOR Starkville UTILITIES W.E. CONNECT			PREPARED BY Kimley-Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 420 NORTH 20TH STREET DOWNTOWN WELLS FARGO CTR, STE 2200 BIRMINGHAM, AL 35203 PHONE (205) 559-6645 WWW.KIMLEY-HORN.COM		
									200 N. LAFAYETTE ST. STARKVILLE, MS 39759 (662) 323-3133					
									No.	ISSUANCE AND REVISION DESCRIPTIONS		DATE	BY	



MATCHLINE STA 10+00, SEE SHEET C03



- NOTE
1. FIELD COORDINATE LOCATION OF HYDRANTS, VALVE BOXES, METER BOXES, ETC. WITH ENGINEER
 2. AVOID CONFLICTS WITH HARDSCAPE
 3. COORDINATE METER NUMBER SEQUENCING WITH STARKVILLE UTILITIES.
- - SERVICE LINE

PROFILE VIEW

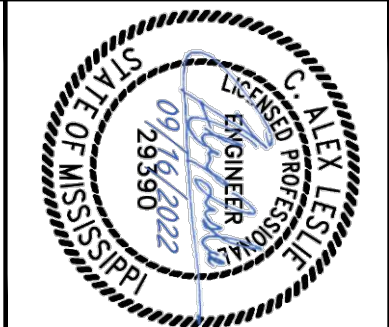
W-02

1" = 40' HORIZ.

1" = 4' VERT.

PRELIMINARY
NOT FOR CONSTRUCTION

DESIGNED BY	CAJ
REVIEWED BY	KCM
DATE	09/16/2022
PROJECT NO.	014627000
TITLE	LAMPKIN ST WATER PLAN AND PROFILE
SHEET NUMBER	C-02



PROJECT

MAIN ST AND LAMPKIN
ST WATER AND SEWER
IMPROVEMENTS

STARKVILLE MS, 39759

NO.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PREPARED FOR

Starkville UTILITIES

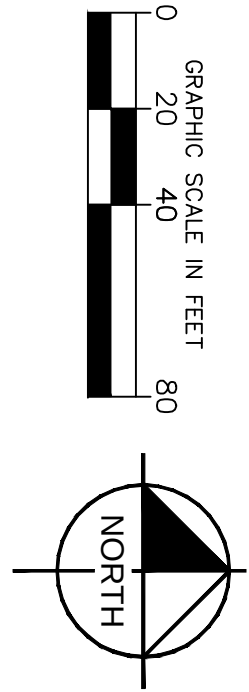
WE. CONNECT

200 N. LAFAYETTE ST.
STARKVILLE, MS 39759
(662) 323-3133

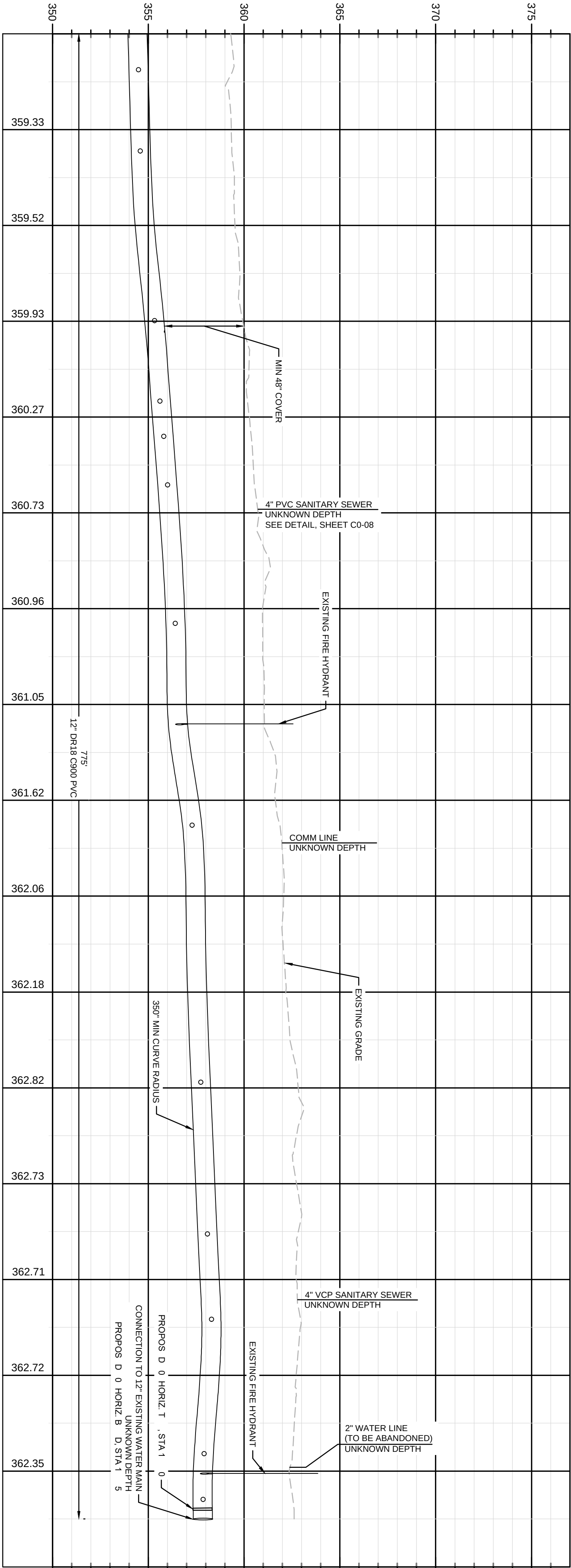
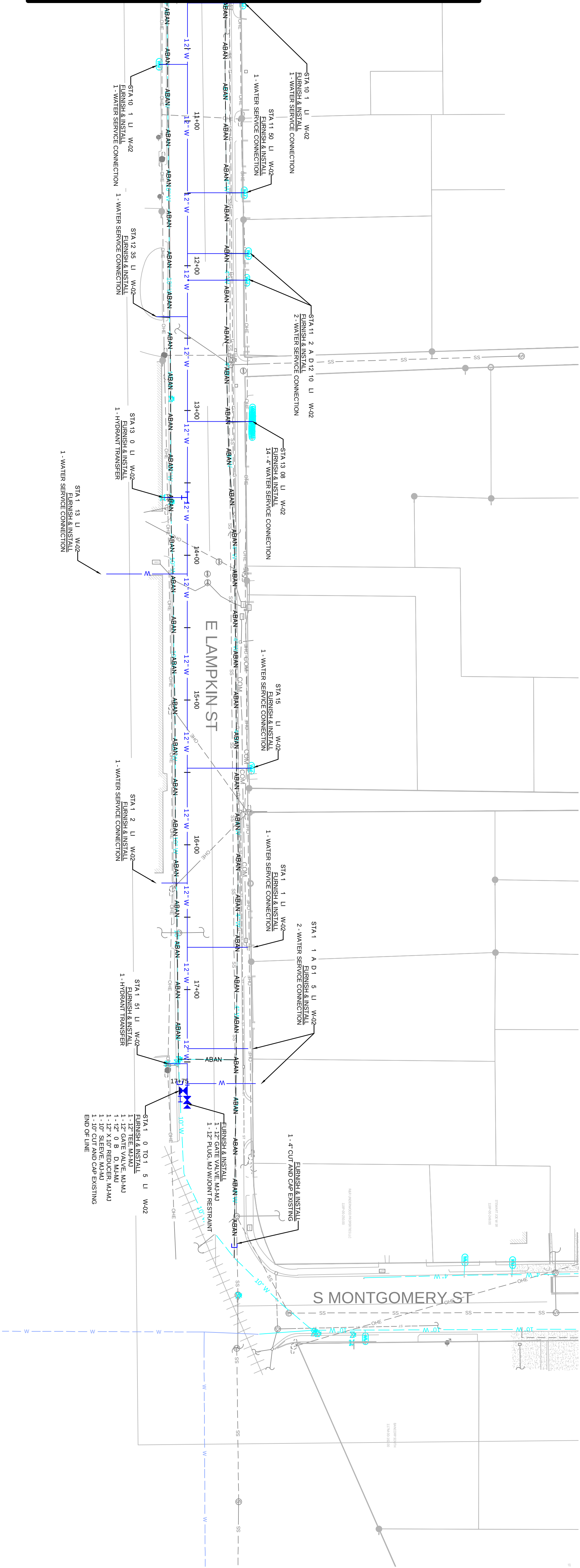
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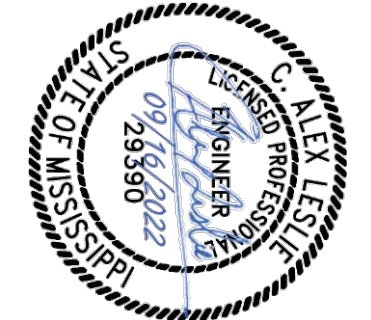
PROFILE VIEW
W-02
1" = 40' HORZ.
1" = 4' VERT.

- NOTE:
1. FIELD COORDINATE LOCATION OF HYDRANTS, VALVE BOXES, METER BOXES, ETC. WITH ENGINEER
 2. AVOID CONFLICTS WITH MANSOPE
 3. COORDINATE METER NUMBER SEQUENCE WITH STARKVILLE UTILITIES
- - SERVICE LINE

PRELIMINARY
NOT FOR CONSTRUCTION

C-03

DRAWN BY	SFS
DESIGNED BY	CAL
REVIEWED BY	KCM
DATE	09/16/2022
PROJECT NO.	014627000
TITLE	LAMPKIN STREET PLAN AND PROFILE



PROJECT
MAIN ST AND LAMPKIN ST WATER AND SEWER IMPROVEMENTS
STARKVILLE MS, 39759

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PREPARED FOR

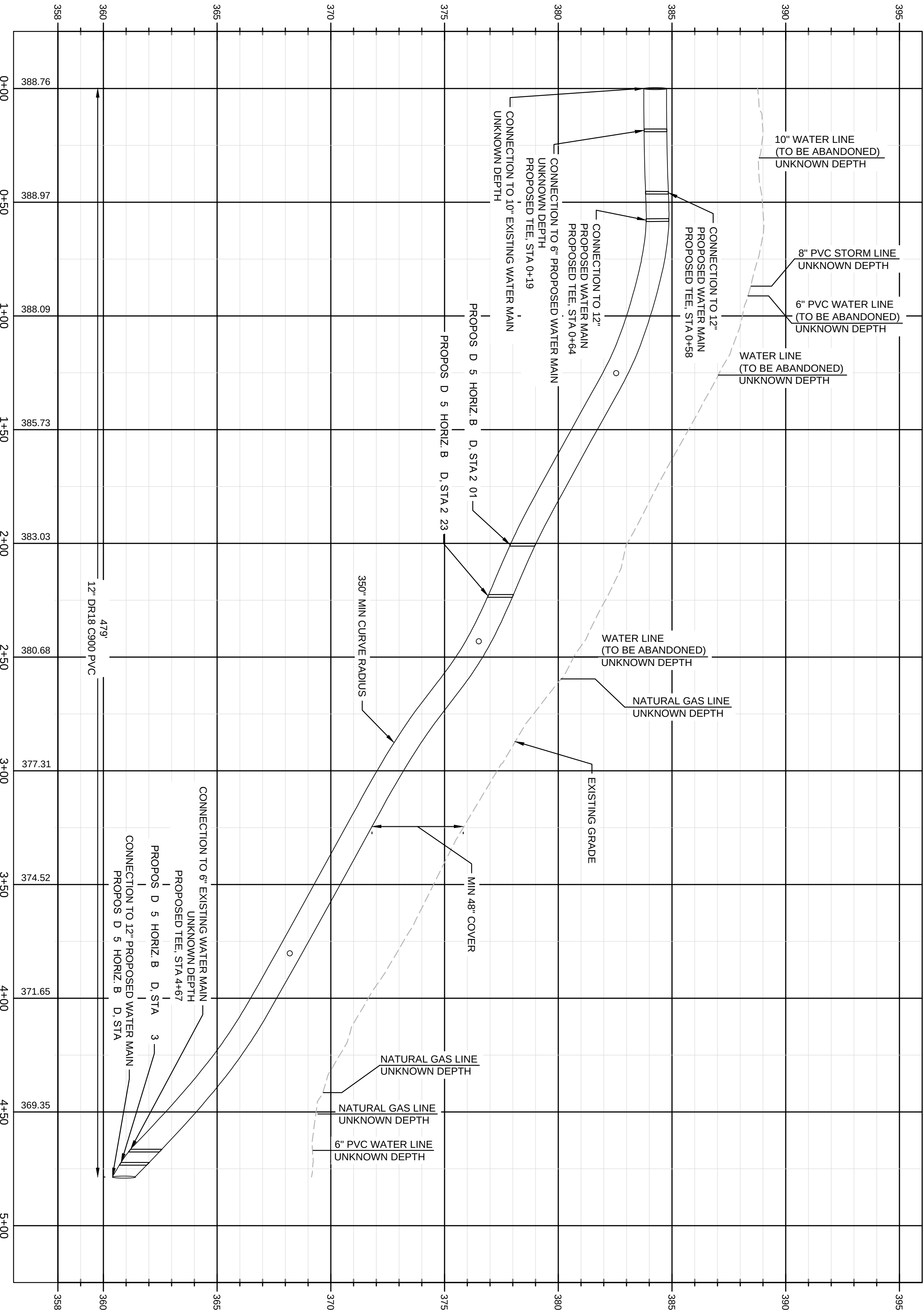
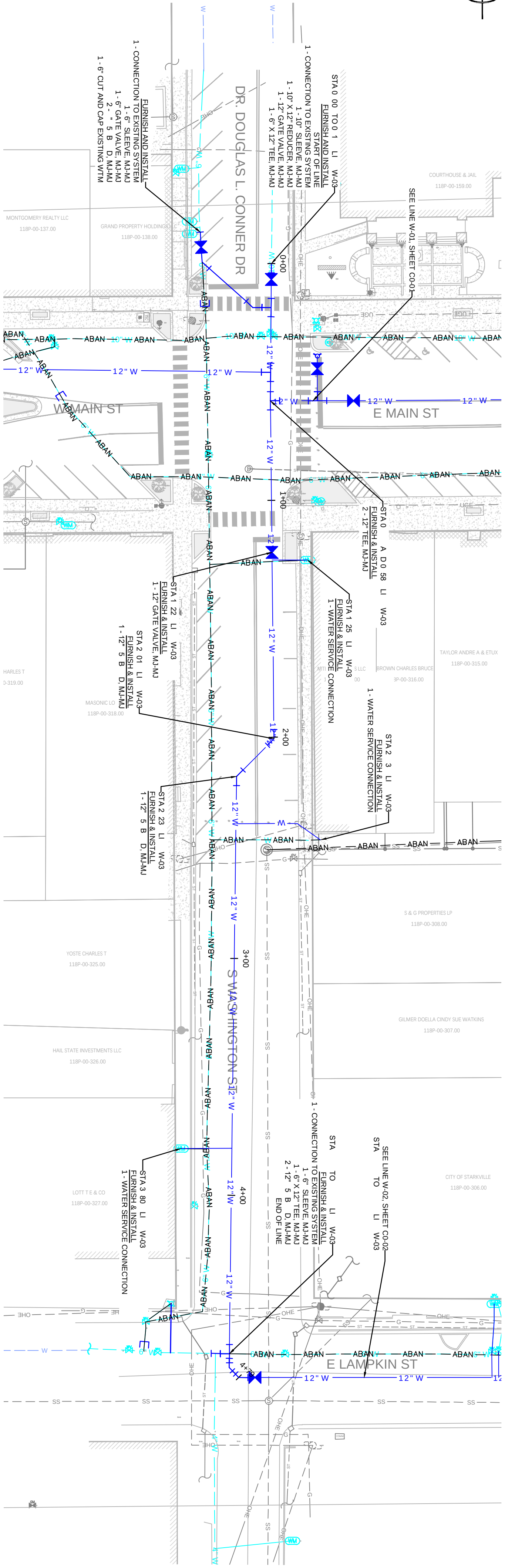
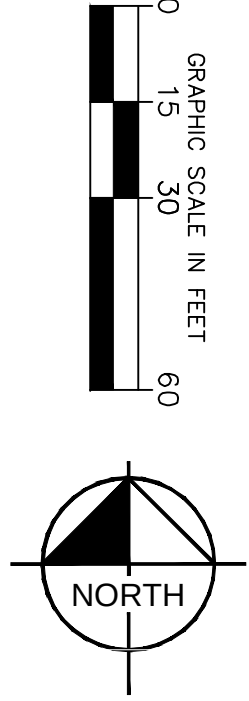
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- NOTE:
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 2. AVOID CONFLICTS WITH HARDSCAPE
 3. COORDINATE METER NUMBER SEQUENCING WITH STARKVILLE UTILITIES.
- - SERVICE LINE

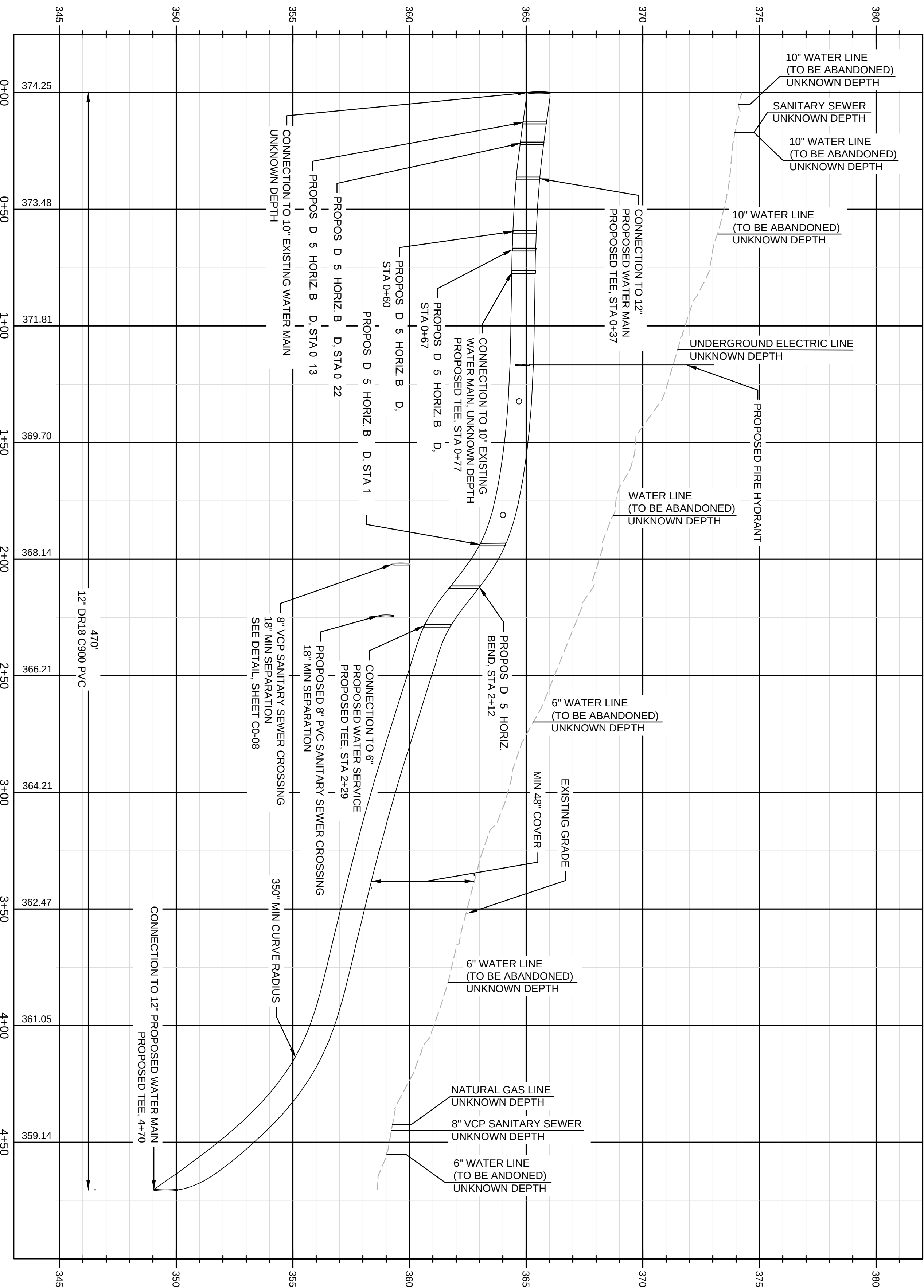
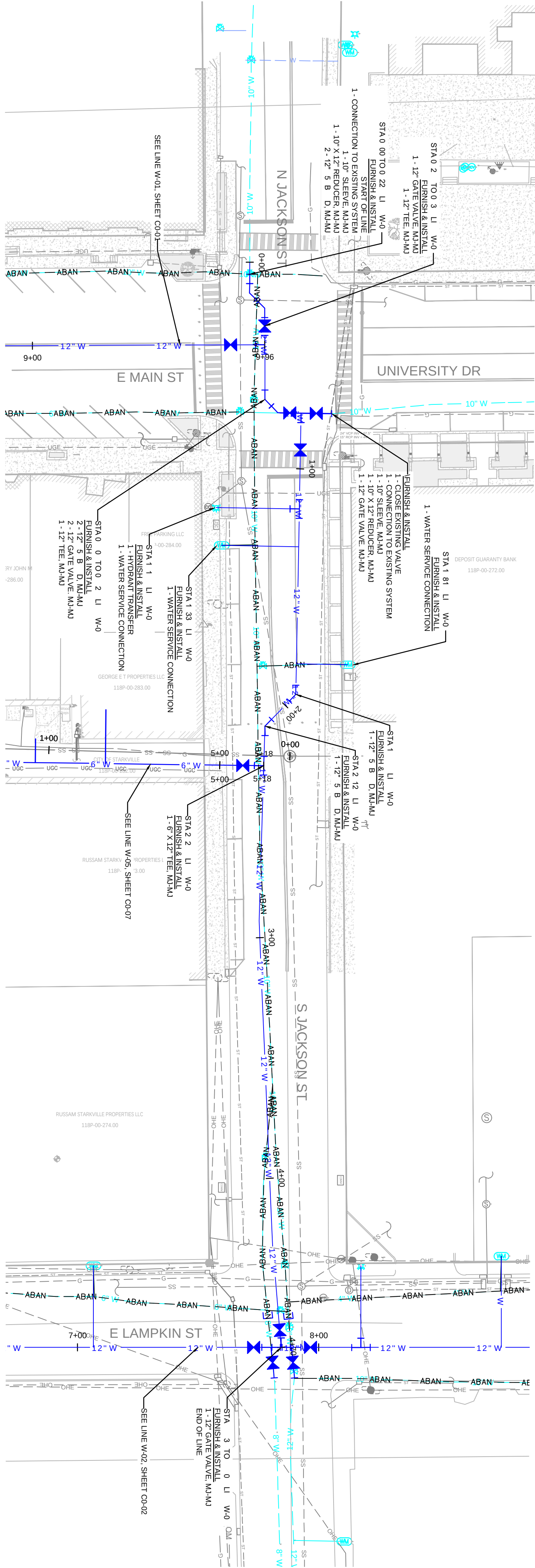
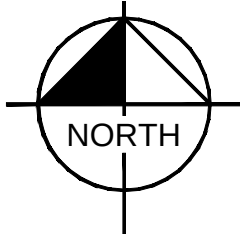
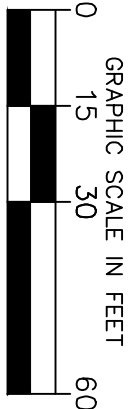
PROFILE VIEW

W-03
1" = 30' HORIZ
1" = 3' VERT

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SHEET NUMBER C-04	WASHINGTON WATER PLAN AND PROFILE	DRAWN BY SFS	DESIGNED BY CAL	REVIEWED BY KCM	DATE 09/16/2022	PROJECT NO. 014627000	PROJECT MAIN ST AND LAMPKIN ST WATER AND SEWER IMPROVEMENTS STARKVILLE MS, 39759	No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY	PREPARED FOR  200 N. LAFAYETTE ST. STARKVILLE, MS 39759 (662) 323-3133	PREPARED BY  © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 420 NORTH 20TH STREET DOWNTOWN WELLS FARGO CTR, STE 2200 BIRMINGHAM, AL 35203 PHONE (205) 559-6645 WWW.KIMLEY-HORN.COM



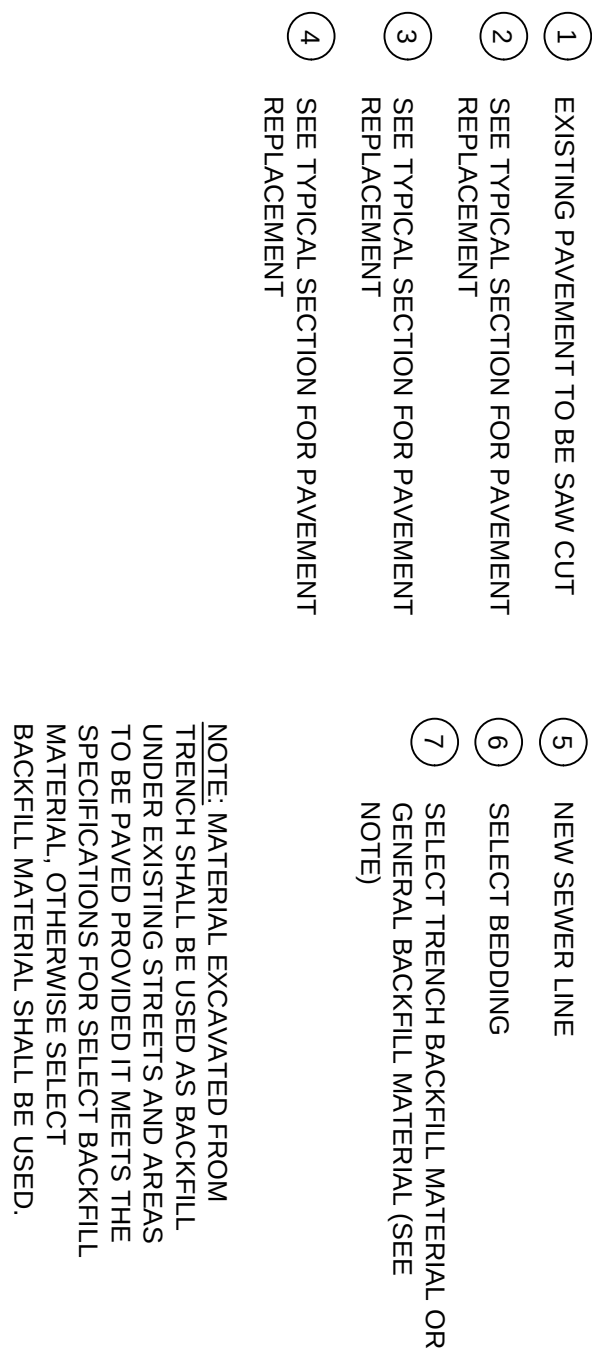
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 2. COORDINATE METER NUMBER SEQUENCING WITH STARKVILLE UTILITIES
- - SERVICE LINE

PROFILE VIEW

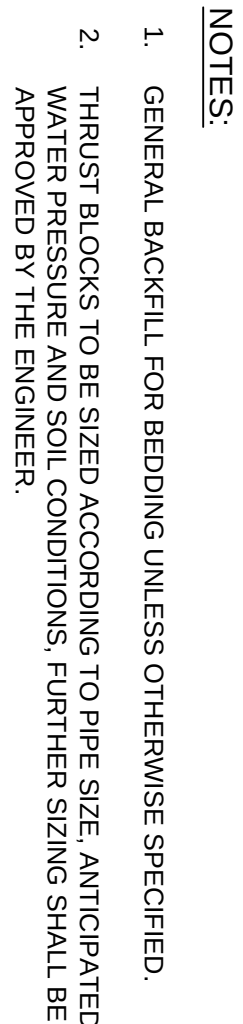
W-04
1" = 30' HORIZ.
1" = 3' VERT

PRELIMINARY
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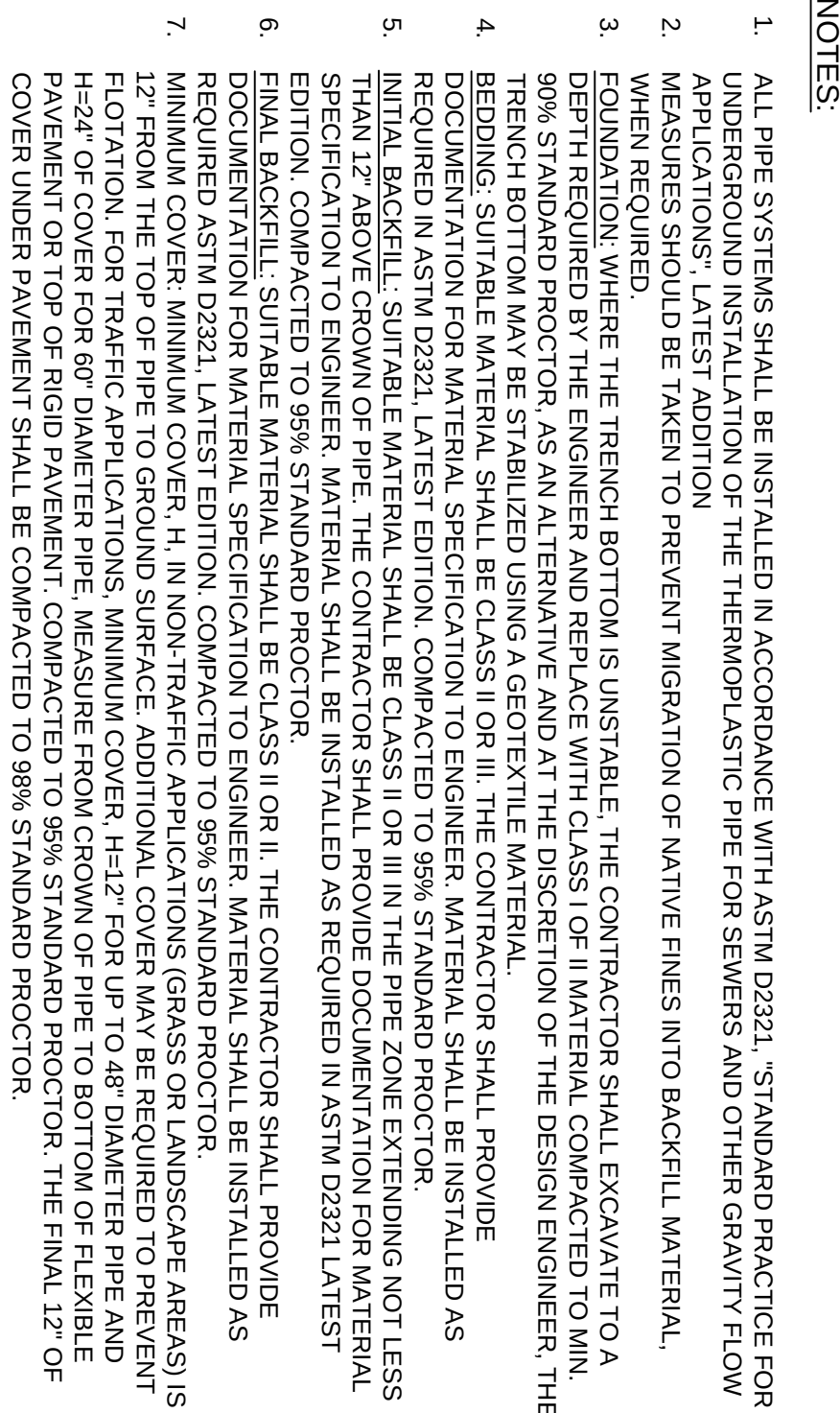
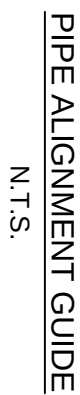
DRAWN BY SFS		DESIGNED BY CAL		REVIEWED BY KCM		DATE 09/16/2022		PROJECT NO. 014627000		TITLE JACKSON WATER PLAN AND PROFILE		SHEET NUMBER C-05																											
PROJECT MAIN ST AND LAMPKIN ST WATER AND SEWER IMPROVEMENTS STARKVILLE MS, 39759																																							
<table><thead><tr><th>No.</th><th>ISSUANCE AND REVISION DESCRIPTIONS</th><th>DATE</th><th>BY</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>												No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY																								
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PREPARED FOR Starkville UTILITIES W.E. CONNECT				200 N. LAFAYETTE ST. STARKVILLE, MS 39759 (662) 323-3133				PREPARED BY © 2002 KIMLEY-HORN AND ASSOCIATES, INC. 420 NORTH 20TH STREET DOWNTOWN WELLS FARGO CTR, STE 2200 BIRMINGHAM, AL 35203 PHONE (205) 559-6645 WWW.KIMLEY-HORN.COM																															



N.T.S.



N.T.S.



N.T.S.



1. ALL DISTANCES ARE MEASURED EDGE TO EDGE.
2. IF 10' HORIZONTAL CLEARANCE IS IMPRACTICAL, THE CONTRACTOR MAY INSTALL AT A UNDISTURBED EARTH SHELF ON ONE SIDE OF THE SEWER AND AT LEAST 18" ABOVE IT. WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
3. CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANCE AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS.
4. ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED WHERE A WATER MAIN CROSSES THE SEWER.

N.T.S.



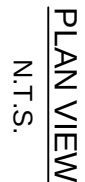
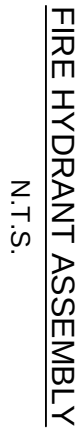
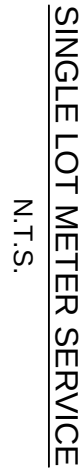
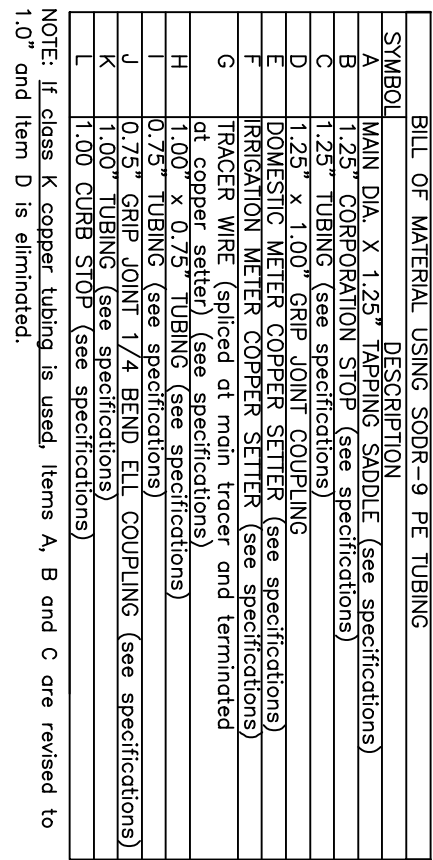
1. RESTRAINED JOINTS SHALL BE PROVIDED ON EACH SIDE OF ALL VERTICAL OR HORIZONTAL BENDS, TEES, DEAD ENDS, REDUCERS, AND VALVES.
2. MAXIMUM LENGTH OF PIPE SHALL BE USED WITH IN RESTRAINED SECTIONS.
3. EBA IRON CALCULATOR, IF OTHER CONDITIONS ARE ENCOUNTERED, THE LENGTH OF RESTRAINED PIPE SHALL BE ADJUSTED ACCORDINGLY.
- 3.A. DESIGN SOIL TYPE: ML (WORST CASE)
- 3.B. SAFETY FACTOR: 1.5
- 3.C. DEPTH OF BURY: 3 FEET
- 3.D. TEST PRESSURE: 200 PSI
- 3.F. REDUCERS BASED ON A REDUCTION OF ONE PIPE SIZE SMALLER

RESTRAINED JOINT TABLE - PVC

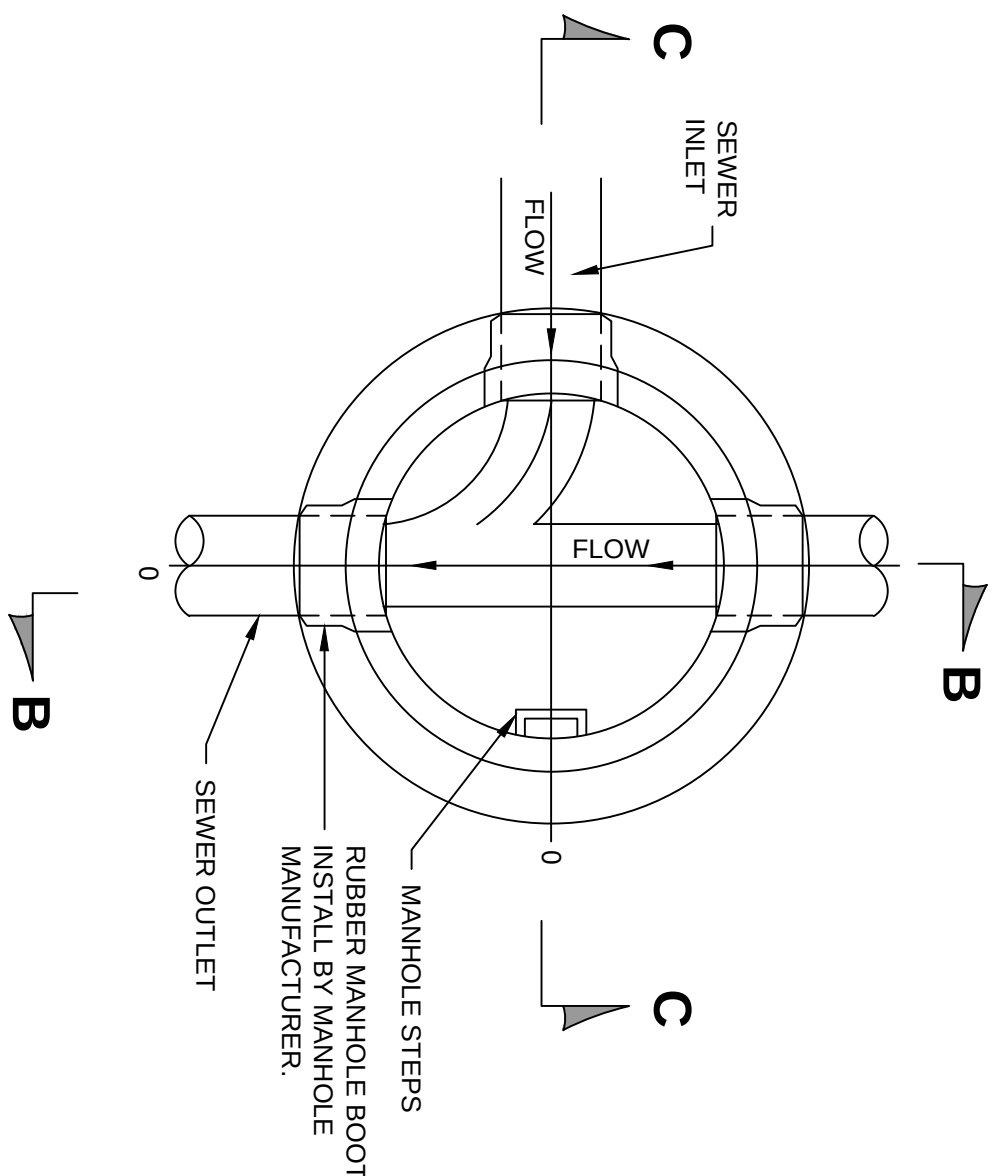
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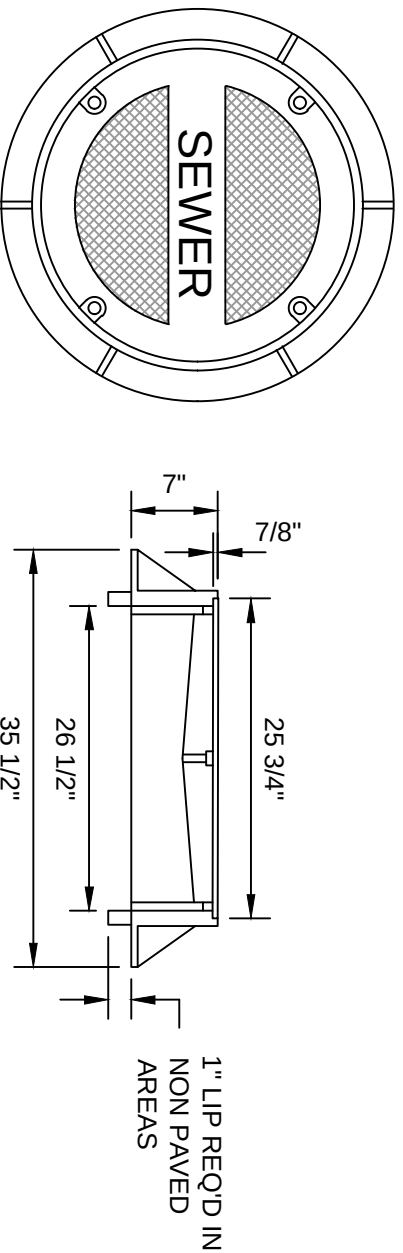
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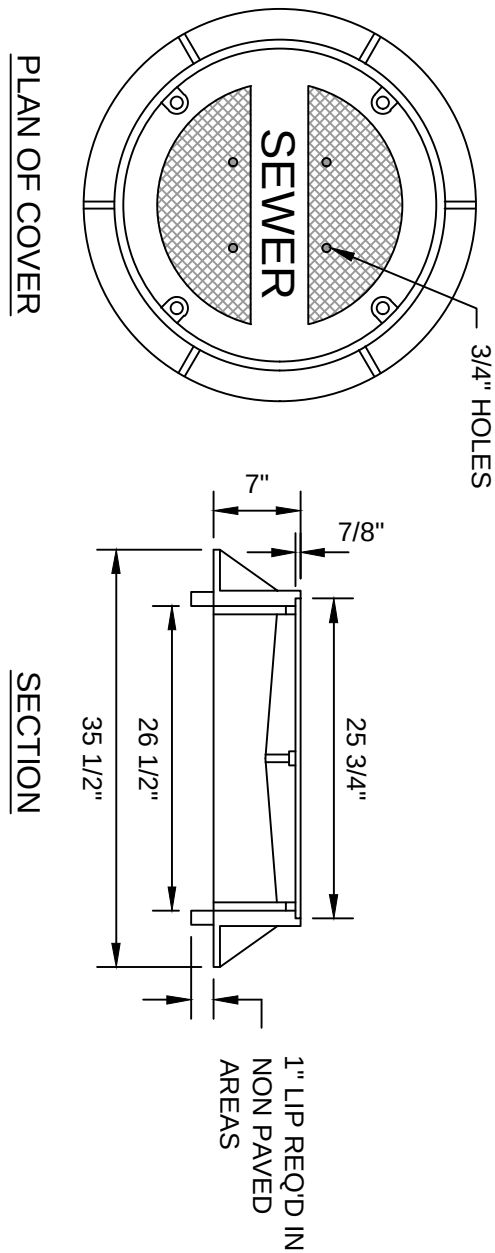
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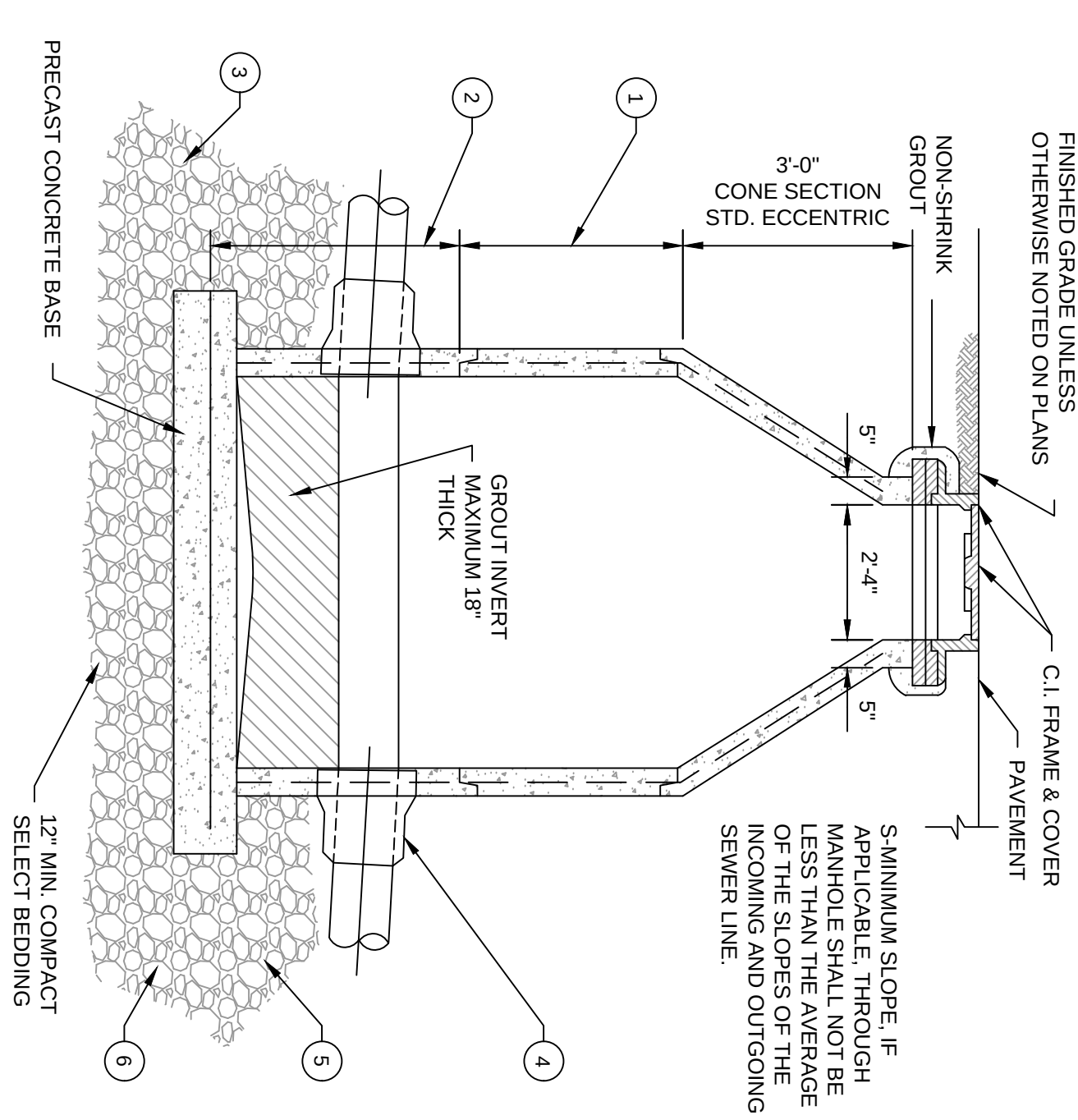
STANDARD MANHOLE PLAN OF SECTIONS
N.T.S.



WATERTIGHT MANHOLE FRAME AND COVER
N.T.S.

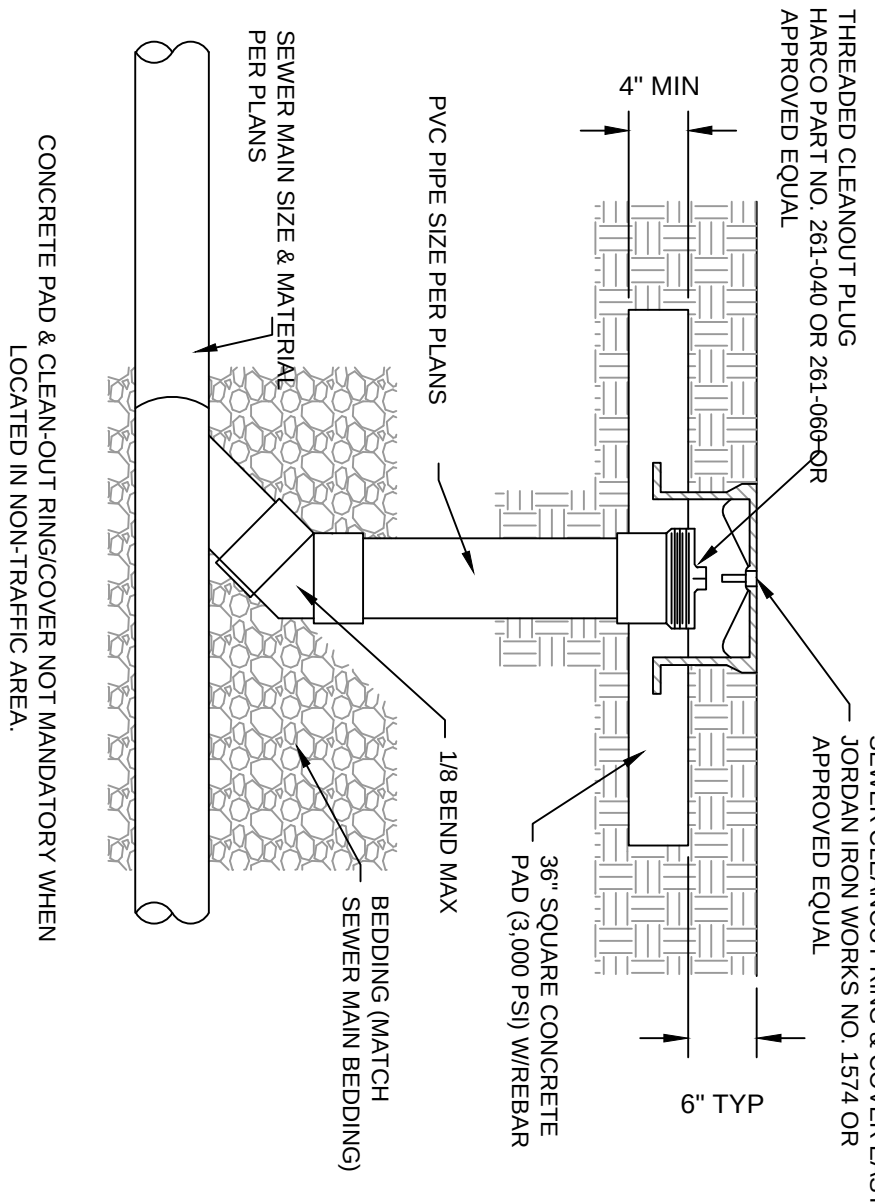


STANDARD MANHOLE FRAME AND COVER
N.T.S.

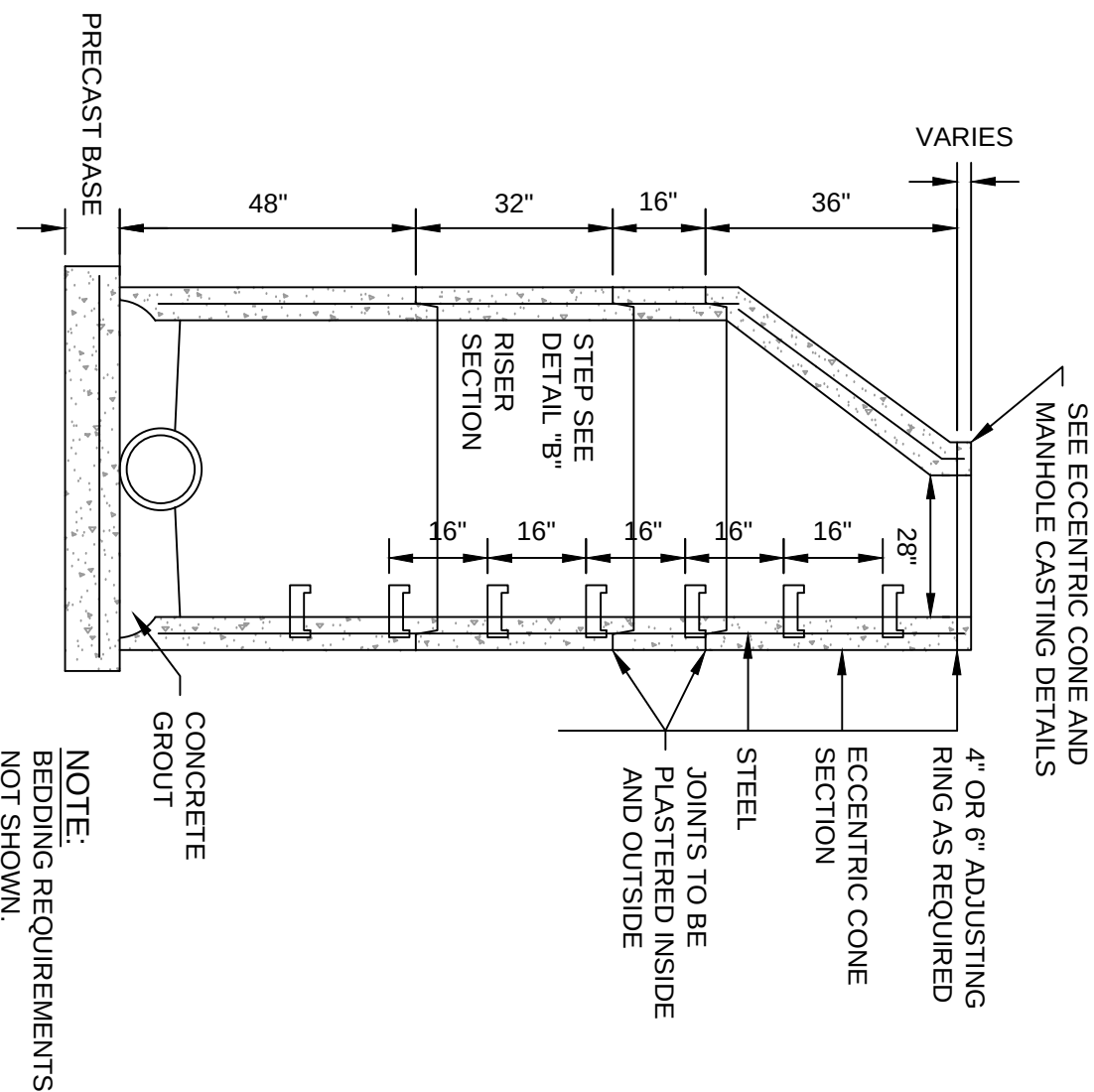


1. 1'-4" 2'-8" OR 4'-0" STANDARD RISER SECTION
2. 32" OR 48" STANDARD BASE SECTION
3. RUBBER MANHOLE BOOT INSTALLED BY MANUFACTURER
4. RUBBER MANHOLE BOOT INSTALLED BY MANUFACTURER
5. SELECT BEDDING UNDER PIPE AT EACH END OF MANHOLE
6. SELECT BEDDING

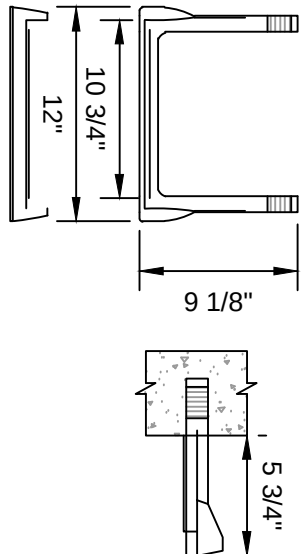
SECTION "B-B"
N.T.S.



DETAIL OF CLEANOUT TO GRADE
NOT TO SCALE

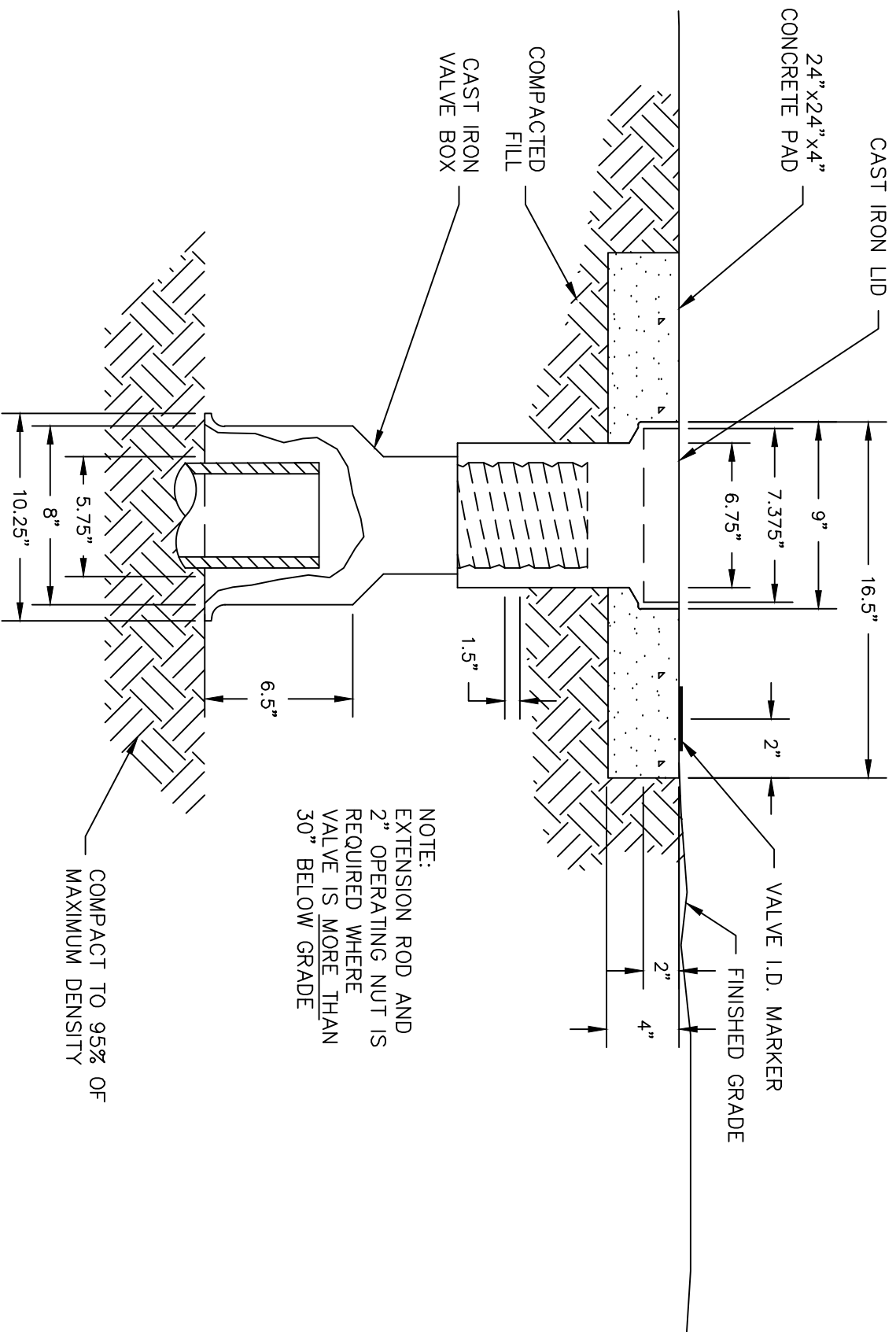


SECTION "C-C"
N.T.S.



NOTE:
STANDARD PRECAST CONCRETE MANHOLE RISER SECTION ARE 16", 32" & 48" LENGTHS.

DETAIL "B"
N.T.S.



HEAVY DUTY VALVE BOX
N.T.S.

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT				PREPARED FOR				PREPARED BY			
MAIN ST AND LAMPKIN ST WATER AND SEWER IMPROVEMENTS				Starkville UTILITIES				Kimley»Horn			
STARKVILLE MS, 39759				200 N. LAFAYETTE ST. STARKVILLE, MS 39759 (662) 323-3133				© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 420 NORTH 20TH STREET DOWNTOWN WELLS FARGO CTR, STE 2200 BIRMINGHAM, AL 35203 PHONE (205) 558-6645 WWW.KIMLEY-HORN.COM			
No.				DATE				BY			
ISSUANCE AND REVISION DESCRIPTIONS											
SHEET NUMBER				C-10				DETAILS			
DRAWN BY				SFS				DESIGNED BY			
REVIEWED BY				KCM				DATE			
PROJECT NO.				014627000				TITLE			
DATE				09/16/2022				SHEET NUMBER			
PROJECT NO.				014627000				C-10			



STATE	PROJECT NO.
MISS.	

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196'' + \left(\frac{W}{2} + Z''\right)^2}$
B	#4	2	$W_{1-3} - 6''$
C	#4	2	$W_{2-4} - 6''$
D	#4	4	$H - 6''$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9''} \right) * * + 1 \right]$	$W_{2-4} - 4''$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9''} \right) * * + 1 \right]$	$W_{1-3} - 4''$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:

D (OR SPAN)	= PIPE DIAMETER (OR SPAN)
W_{1-3}	= WIDTH OF SIDE 1 & SIDE 3
W_{2-4}	= WIDTH OF SIDE 2 & SIDE 4
W^*	= W_{1-3} OR W_{2-4} (SIDE OF ENTERING PIPE)
**	= ROUND TO NEAREST WHOLE NUMBER

$$Q2 = 12^{\circ} [1 - (T_1^+ + 6^{\circ})] [(W_{1-3} - 12^{\circ}) + W_{2-4}]$$

COMMON PIPE SIZE					
CIRCULAR PIPE			ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (y+d)	PIPE SIZE	T	PIPE OPENING DEDUCTION (y+d)
18"	2 1/2"	0.053	22" x 13"	2 1/2"	0.053
24"	3"	0.091	29" x 18"	3"	0.087
30"	3 1/2"	0.138	36" x 23"	3 1/2"	0.129
36"	4"	0.196	44" x 27"	4"	0.185
42"	4 1/2"	0.263	51" x 31"	4 1/2"	0.245
48"	5"	0.340	58" x 36"	5"	0.318
54"	5 1/2"	0.427	65" x 40"	5 1/2"	0.394
60"	6"	0.524	73" x 45"	6"	0.489
66"	6 1/2"	0.530			
72"	7"	0.747			

- GENERAL NOTES:
1. REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
 2. QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
 3. CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
 4. SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
 5. IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

[illegible][illegible]

Engineer's Opinion of Probable Cost Detailed Design Review					
Main & Lampkin Utility Relocation 9/16/2022, ARPA Submittal					
Item No.	Description	Est. Qty	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 120,000	\$ 120,000
2	Traffic Control	1	LS	\$ 45,000	\$ 45,000
3	Erosion & Sediment Control	1	LS	\$ 60,000	\$ 60,000
04A	4-inch DR-18 PVC Pipe, PO	15	LF	\$ 60	\$ 900
04B	6-inch DR-18 PVC Pipe, PO	600	LF	\$ 75	\$ 45,000
04C	8-inch DR-18 PVC Pipe, PO	0	LF	\$ 90	\$ -
04D	10-inch DR-18 PVC Pipe, PO	0	LF	\$ 105	\$ -
04E	12-inch DR-18 PVC, Pipe, PO	2,500	LF	\$ 120	\$ 300,000
04F	4-inch DR-18 PVC Pipe, RJ	0	LF	\$ 65	\$ -
04G	6-inch DR-18 PVC Pipe, RJ	150	LF	\$ 80	\$ 12,000
04H	8-inch DR-18 PVC Pipe, RJ	0	LF	\$ 95	\$ -
04I	10-inch DR-18 PVC Pipe, RJ	0	LF	\$ 110	\$ -
04J	12-inch DR-18 PVC, Pipe, RJ	1,250	LF	\$ 140	\$ 175,000
5	Ductile Iron Fittings, MJ	12,000	LB	\$ 5	\$ 60,000
06A	Gate Valve, 4" Diameter	1	EA	\$ 1,500	\$ 1,500
06B	Gate Valve, 6" Diameter	5	EA	\$ 2,000	\$ 10,000
06C	Gate Valve, 10" Diameter	1	EA	\$ 2,500	\$ 2,500
06D	Gate Valve, 12" Diameter	24	EA	\$ 3,000	\$ 72,000
7	Valve Box Removal	0	EA	\$ 250	\$ -
8	Hydrant Assembly Installation	4	EA	\$ 4,500	\$ 18,000
9	Hydrant Transfer	6	EA	\$ 3,500	\$ 21,000
10	Existing Hydrant Assembly Removal	3	EA	\$ 500	\$ 1,500
11A	Tapping Sleeve & Gate Valve, 12" x 4"	14	EA	\$ 4,000	\$ 56,000
12	Connection to Existing Water System	13	EA	\$ 1,500	\$ 19,500
13	Valve Box Height Adjustment	0	EA	\$ 500	\$ -
14	Water Service Connection	58	EA	\$ 500	\$ 29,000
15	Water Service Transfer	0	EA	\$ 300	\$ -
16	Water Service Tubing	1,539	LF	\$ 25	\$ 38,475
17	HDPE Casing for Water Service Tubing	0	LF	\$ 65	\$ -
18	Manual Air Release Valve Assembly	0	EA	\$ 1,500	\$ -
19A	Abandon-In-Place Water Main & Appurtenances, 4"	1,238	LF	\$ 45	\$ 55,710
19B	Abandon-In-Place Water Main & Appurtenances, 6"	5,398	LF	\$ 50	\$ 269,900
19C	Abandon-In-Place Water Main & Appurtenances, 8"	110	LF	\$ 55	\$ 6,050
19D	Abandon-In-Place Water Main & Appurtenances, 10"	3,400	LF	\$ 60	\$ 204,000
20	Removal of Water Main & Appurtenances	0	EA	\$ 40	\$ -
21	Cut and Cap Existing Water Main	7	EA	\$ 1,000	\$ 7,000
22	Plug Existing Gate Valve	1	EA	\$ 500	\$ 500
23	Sanitary Sewer Line - PVC, SDR 18, Push On, 8"	860	LF	\$ 120	\$ 103,200
24	Abandon-In-Place Sanitary Sewer	420	LF	\$ 55	\$ 23,100
25	Remove Existing Sanitary Sewer	223	LF	\$ 40	\$ 8,920
26A	Manhole 48" Diameter	61	VF	\$ 1,250	\$ 75,850
26B	Manhole 60" Diameter	0	VF	\$ 1,750	\$ -
27A	Doghouse Manhole 48" Diameter	10	VF	\$ 1,500	\$ 14,595
27B	Doghouse Manhole 60" Diameter	0	VF	\$ 2,000	\$ -
28	Manhole Frame & Cover	11	EA	\$ 750	\$ 8,250
29	Manhole Height Adjustment	0	EA	\$ 500	\$ -
30	Rehab Manhole 48" Diameter	15	VF	\$ 750	\$ 11,190
31	Abandon Existing Manhole	0	EA	\$ 1,000	\$ -
32	Remove Existing Manhole	3	EA	\$ 500	\$ 1,500
33	Sanitary Sewer Drop Connection	0	VF	\$ 50	\$ -
34	Sewer Service Connection	26	EA	\$ 2,500	\$ 65,000
35	Connection to Existing System	7	EA	\$ 3,000	\$ 21,000
36	Sewer Flow Control	1	LS	\$ 35,000	\$ 35,000
37	Extra Depth, Greater than 6-feet	500	LF	\$ 25	\$ 12,500
38	Driveway Repair, 6-inch	100	SY	\$ 50	\$ 5,000
39	Concrete Curb & Gutter	100	LF	\$ 40	\$ 4,000
40	Storm Sewer Drain Pipe	100	LF	\$ 150	\$ 15,000
41	Minor Drainage Structure	5	EA	\$ 2,500	\$ 12,500
42	Pavement Patch	7,000	LF	\$ 15	\$ 105,000
			SUBTOTAL		\$2,152,140
			CONTINGENCY (15%)		\$322,821
			TOTAL		\$2,474,961



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

AGENDA ITEM NO:
AGENDA DATE: October 4, 2022
PAGE: 1

SUBJECT: Accept emergency authorization from TransArmour to rebuild 20 transformers at a cost of \$26,557

AMOUNT & SOURCE OF FUNDING: 2022 Budget

FISCAL NOTE: Emergency purchase based on 9/6/22 authorization

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This is a quote to purchase the services to rebuild transformers.
Attached is a copy of the Presidential declaration approved by the Board of Aldermen.

SUGGESTED MOTION:

Move approval to accept emergency authorization from TransArmour to rebuild 20 transformers at a cost of \$26,557



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

AGENDA ITEM NO:
AGENDA DATE: September 6, 2022
PAGE: 1

SUBJECT: Consistent with Presidential determination, no. 2022-19, pursuant to section 303 of the Defense Production Act of 1950, as amended, on transformers and electric power grid components, consideration of declaring transformers and electric power grid components emergency purchases under Miss. Code ann. §31-7-13(k) such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Starkville for the period of time Presidential determination no. 2022-19 remains in effect.

AMOUNT & SOURCE OF FUNDING: 2022-2023

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

SUGGESTED MOTION:

Consistent with Presidential determination, no. 2022-19, pursuant to section 303 of the Defense Production Act of 1950, as amended, on transformers and electric power grid components, consideration of declaring transformers and electric power grid components emergency purchases under Miss. Code ann. §31-7-13(k) such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Starkville for the period of time Presidential determination no. 2022-19 remains in effect.



August 19, 2022

Sent by Email

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

Re: Pole Mount & Pad Mount Transformer Shortages

Edward,

As you are aware, the electric utility industry is facing unprecedented multi-year nationwide supply chain issues with a wide variety of electric distribution equipment, most significantly distribution pole- and pad-mounted transformers. Nationally, these shortages have electric utility companies worried they don't have enough transformers should a natural disaster occur. These shortages are also having a very detrimental impact on the construction and building industry. I have attached an emergency declaration by the Secretary of Energy invoking the Defense Production Act which details the criticality of these transformers.

Recently quoted transformers lead times are 18-24 months, with no guarantee of meeting quoted price or delivery. Lead times are continually increasing. While Starkville Utilities has adequate transformers at present, because of the extended delivery times and risk of delays, Starkville Utilities is very much at risk of running out of transformers in the next 24 months accounting for normal usage. Should any natural disaster occur, transformer inventories could be rapidly depleted.

In order to mitigate these risks and ensure public health and welfare, I recommend that Starkville Utilities request Board permission for ongoing emergency purchases of pole mounted and pad mounted transformers, whether new, used, or remanufactured, using any and all means available. Because the transformer market is overwhelmed, Starkville Utilities' procurement team needs the flexibility to purchase transformers whenever and however they may come available. Delays incident to obtaining competitive bids could cause adverse impact upon the City of Starkville and its citizens. Any emergency purchases could be formally approved at the next Board meeting subsequent to purchase of transformers.

Please feel free to contact me if you have any questions or we need to discuss.

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

Jeffrey Atwell, P.E.
President

Enclosures

cc: P/N 101E6012



June 6, 2022

Presidential Determination
No. 2022-19

MEMORANDUM FOR THE SECRETARY OF ENERGY

SUBJECT: Presidential Determination Pursuant to
Section 303 of the Defense Production Act
of 1950, as amended, on Transformers and
Electric Power Grid Components

Ensuring a robust, resilient, and sustainable domestic industrial base to meet the requirements of the clean energy economy is essential to our national security, a resilient energy sector, and the preservation of domestic critical infrastructure. Therefore, by the authority vested in me as President by the Constitution and the laws of the United States of America, including section 303 of the Defense Production Act of 1950, as amended (the "Act") (50 U.S.C. 4533), I hereby determine, pursuant to section 303(a)(5) of the Act, that:

- (1) transformers and electric power grid components are industrial resources, materials, or critical technology items essential to the national defense;
- (2) without Presidential action under section 303 of the Act, United States industry cannot reasonably be expected to provide the capability for the needed industrial resource, material, or critical technology item in a timely manner; and
- (3) purchases, purchase commitments, or other action pursuant to section 303 of the Act are the most cost effective, expedient, and practical alternative method for meeting the need.

Pursuant to section 303(a)(7)(B) of the Act, I find that action to expand the domestic production capability for transformers and electric power grid components is necessary to avert an industrial resource or critical technology item shortfall that would severely impair national defense capability. Therefore, I waive the requirements of section 303(a)(1)-(a)(6) of the Act

for the purpose of expanding the domestic production capability for transformers and electric power grid components.

You are authorized and directed to publish this determination in the *Federal Register*.

[FR Doc. 2022-12587 Filed: 6/8/2022 8:45 am; Publication Date: 6/9/2022]

**TransArmour Inc**PO Box 81
Brandon, MS 39043

PO# 10767

Invoice

Date	Invoice #
10/4/2022	2932

Bill To
Starkville Utilities 605 Dr. MLK Jr Dr. East Starkville, MS 39759

MISC 00
595.00

Ship To
Starkville Utilities 605 Dr. MLK Jr Dr. East Starkville, MS 39759

Sales Order#	Rep	Customer PO#	Terms	Ship Date	Ship Via	Tracking#	
2932		Jason Horner	Net 30	5/26/2022			
Ordered	Item	Description	B/O	Shipped	U/M	Rate	Amount
1	Service	10.0 KVA (7200/12470Y - 120/240) ABB 90A343489	0	1	ea	750.00	750.00
1	Service	15.0 KVA (12470Y/7200 - 120/240) FWA 74066301508 747 +/-5% Polymer	0	1	ea	885.00	885.00
1	Service	25.0 KVA (7200/12470Y - 120/240) WH 77A474787 926 +/-5% None \$	0	1	ea	875.00	875.00
1	Service	25.0 KVA (7200/12470Y - 120/240) JLCO PK83803614 N/A -10% None	0	1	ea	875.00	875.00
1	Service	25.0 KVA (7200/12470Y - 120/240) SB 73D751107 1980 None None	0	1	ea	875.00	875.00
1	Service	25.0 KVA (7200/12470Y - 120/240) TRMCO 201104-10 9475 None None	0	1	ea	875.00	875.00
1	Service	25.0 KVA (7200/12470Y - 120/240) HOW 1335831292 996 -10% None	0	1	ea	995.00	995.00
1	Service	37.5 KVA (7200/12470Y - 120/240) 2881623003	0	1	ea	1,175.00	1,175.00
1	Service	37.5 KVA (7620/13200Y - 120/240) RTE 7311446 1239 +/-5% None	0	1	ea	1,175.00	1,175.00
1	Service	50.0 KVA (7200/12470Y - 120/240) HOW 27634-1281 N/A +/-5% None	0	1	ea	1,450.00	1,450.00
1	Service	50.0 KVA (7200/12470Y - 120/240) DOW 78D1655104 2433 +/-5% None	0	1	ea	1,375.00	1,375.00
1	Service	50.0 KVA (7200/12470Y - 120/240) DOW 78D1618602 2434 +/-5% None	0	1	ea	1,375.00	1,375.00

Subtotal**Sales Tax (0.0%)****Payments/Credits****Balance Due**

**TransArmour Inc**PO Box 81
Brandon, MS 39043**Invoice**

Date	Invoice #
10/4/2022	2932

Bill To
Starkville Utilities 605 Dr. MLK Jr Dr. East Starkville, MS 39759

Ship To
Starkville Utilities 605 Dr. MLK Jr Dr. East Starkville, MS 39759

Sales Order#	Rep	Customer PO#	Terms	Ship Date	Ship Via	Tracking#	
2932		Jason Horner	Net 30	5/26/2022			
Ordered	Item	Description	B/O	Shipped	U/M	Rate	Amount
1	Service	50.0 KVA (7200/12470Y - 120/240) DOW 78D1655103 2435 +/-5% None	0	1	ea	1,375.00	1,375.00
1	Service	75.0 KVA (7200/12470Y - 120/240) FWA 60AJ5930 1416 +/-5% None	0	0	ea	5,200.00	0.00
1	Service	100.0 KVA (12470GrdY/7200 - 120/240) AC 7350-6173262 2218 +/-5%	0	0	ea	6,300.00	0.00
1	Service	Porcelain 100.0 KVA (12470GrdY/7200 - 120/240) AC 7307-6005969 2212 +/-5%	0	1	ea	2,450.00	2,450.00
1	Service	Porcelain 50.0 KVA (7200/12470Y - 120/240) JIM PG30001611 N/A -10% None	0	1	ea	1,385.00	1,385.00
1	Service	50.0 KVA (7200/12470Y - 120/240) JIM PK83803633 2914 -10% None	0	1	ea	1,385.00	1,385.00
1	Service	50.0 KVA (7200/12470Y - 120/240) FWA 10SK2224 4389 +/-5% None	0	1	ea	1,385.00	1,385.00
1	Service	50.0 KVA (12470GrdY/7200 - 120/240) AC 4607222 N/A -10% None	0	1	ea	1,400.00	1,400.00
1	Service	50.0 KVA (12470GrdY/7200 - 120/240) AC 7344-6149579 N/A +/-5% Porcelain	0	1	ea	1,400.00	1,400.00
1	Service	100.0 KVA (7200/12470Y - 120/240) FWA 00KK3001 N/A +/-5% None	0	1	ea	2,400.00	2,400.00
41	Oil Testing	Oil Testing	0	41	ea	17.00	697.00

Subtotal \$26,557.00**Sales Tax (0.0%)** \$0.00**Payments/Credits** \$0.00**Balance Due** \$26,557.00



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

AGENDA ITEM NO:
AGENDA DATE: October 4, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Wren Body Works LLC for a utility bed for a Ford F-250 in the amount of \$10,547.00

AMOUNT & SOURCE OF FUNDING: 2022 Budget

<u>FISCAL NOTE:</u> 2 Quotes Received	Wren	\$10,547
	Chief	\$12,500

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

See the attached quotes
This is a standard utility bed for a truck that has already been purchased.

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Wren Body Works LLC for a utility bed for a Ford F-250 in the amount of \$10,547.00



Wren Body Works, LLC

32722 Hwy 45 North
Okolona, MS 38860
662-256-2028

Quote

Date	Quote #
10/18/2022	19799

Name / Address		Ship To		
Starkville Utilities P O Box 927 Starkville, MS 39760-0927		Starkville Electric Dept 101 MEIGS AVE Starkville, MS 39760		
Qty	Item	Description	Unit Price	Total
1	RKI-BOT5680	2023 Ford F-250 Long Wheel Base 56" CA Furnish & Install - RKI T5680 Service Body. Includes heavy duty 8" treadplate step bumper, primed and painted white Sherwin Williams Genesis M.	10,402.00	10,402.00
1	JOB	Relocate back-up camera to rear of service body	145.00	145.00
This quote valid for 30 days.			Subtotal	\$10,547.00
			Sales Tax (0.0%)	\$0.00
			Total	\$10,547.00

Phone #	Fax #	Web Site
662-256-2028	662-256-7572	wrenbodyworks.com

Neil Turnage
Wren Body Works, LLC.

ESTIMATE

H & H  Sales, Inc.

Used Trucks • Custom Built Bodies • Lime & Fertilizer Equipment

1309 Highway 35 North • P. O. Box 456
Carthage, MS 39051
(601) 267-9643 • (800) 264-9643 • Fax (601) 267-9645
www.hhchiefsales.com

Date: 10-19-22
Company Name: Starkville Utilities
Contact Name: Colby McCLain
Address:
City, State, Zip: Starkville, MS.
Phone: Fax:
Mobile: Email:

Estimated by:

Year: _____ Make: Ford Model: 250 Serial #: _____
Engine: _____ Trans: _____ WB _____ CA 56 CT _____ Paint Code: _____

QUANTITY	DESCRIPTION	PRICE
1	RKI T5L80 Service Body Flip-top compartments Bumpers LED Lights Paint: match truck Installed	\$12,500

SPECIAL NOTES

E-mail CMCCLAIN[®] STARS@icloud.com

AUTHORIZED BY:

ESTIMATE GOOD FOR 45 DAYS

TOTAL LABOR	
TOTAL PARTS	
SUBLET	
FREIGHT	
MATERIALS	
SHOP SUPPLIES	
EPA	
TAX	
TOTAL 	12,500



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

AGENDA ITEM NO:
AGENDA DATE: October 4, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Wren Body Works LLC for a utility bed for a Ford F-350 in the amount of \$10,547.00

AMOUNT & SOURCE OF FUNDING: 2022 Budget

<u>FISCAL NOTE:</u> 2 Quotes Received	Wren	\$10,547
	Chief	\$12,500

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

See the attached quotes
This is a standard utility bed for a truck that has already been purchased.

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Wren Body Works LLC for a utility bed for a Ford F-350 in the amount of \$10,547.00



Wren Body Works, LLC

32722 Hwy 45 North
Okolona, MS 38860
662-256-2028

Quote

Date	Quote #
10/18/2022	19800

Name / Address		Ship To		
Starkville Utilities P O Box 927 Starkville, MS 39760-0927		Starkville Electric Dept 101 MEIGS AVE Starkville, MS 39760		
Qty	Item	Description	Unit Price	Total
1	RKI-BOT5680	2023 Ford F-350 Long Wheel Base 56" CA Furnish & Install - RKI T5680 Service Body. Includes heavy duty 8" treadplate step bumper, primed and painted white Sherwin Williams Genesis M.	10,402.00	10,402.00
1	JOB	Relocate back-up camera to rear of service body	145.00	145.00
This quote valid for 30 days.			Subtotal	\$10,547.00
			Sales Tax (0.0%)	\$0.00
			Total	\$10,547.00

Phone #	Fax #	Web Site
662-256-2028	662-256-7572	wrenbodyworks.com

Neil Turnage
Wren Body Works, LLC.

ESTIMATE

H & H  Sales, Inc.

Used Trucks • Custom Built Bodies • Lime & Fertilizer Equipment

1309 Highway 35 North • P. O. Box 456

Carthage, MS 39061

(601) 267-6643 • (800) 264-6643 • Fax (601) 267-6645

www.hhchiefsales.com

Date:

Company Name:

Contact Name:

Address:

City, State, Zip:

Phone:

Fax:

Mobile:

Email:

Estimated by:

Year: _____ Make: Ford Model: 360

Serial #:

Engine: _____ Trans: _____ WB

CA 26

CT

Paint Code:

[illegible]

SPECIAL NOTES

E-mail CMCLAIN@STARVILLEUTILITIES.COM

AUTHORIZED BY:

ESTIMATE GOOD FOR 45 DAYS

TOTAL LABOR

TOTAL PARTS

SUBLET

FREIGHT

MATERIALS

SHOP SUPPLIES

EPA

TAX

TOTAL $\rightarrow$

12,500



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

AGENDA ITEM NO:
AGENDA DATE: November 1, 2022
PAGE: 1

SUBJECT: Request authorization to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1, 2023 through June 30, 2022 as well as July 1, 2023 through December 31, 2023.

AMOUNT & SOURCE OF FUNDING: 2022-2026 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

SUGGESTED MOTION:

Move approval for authorization to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1, 2023 through June 30, 2022 as well as July 1, 2023 through December 31, 2023.



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

AGENDA ITEM NO:
AGENDA DATE: November 1, 2022
PAGE: 1

SUBJECT: Request authorization to declare excess culverts, bridge components, and other materials not on inventory as surplus and to auction on govdeals.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward C. Kemp 323-3133

Starkville Utilities is working to clean the New Construction Rehab yard up. There has accumulated over many years stored materials that have been removed from other construction projects such as an old bridge and old culverts as well as other materials that are no longer worthy of installation for a new project. It is proposed to surplus all of these items and sell on govdeals.

SUGGESTED MOTION:

Move approval to declare excess culverts, bridge components, and other materials as surplus and to auction on govdeals.



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

AGENDA ITEM NO:
AGENDA DATE: November 1, 2022
PAGE: 1

SUBJECT: Request authorization to renew asset essentials software license agreement from Brightly solutions

AMOUNT & SOURCE OF FUNDING: 2023 Budget

FISCAL NOTE: This software is hosted by Starkville Utilities for all work orders creating, tracking and monitoring. Sanitation and Streets Department pay a portion of the license for their use managing work orders as well.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

Asset Essential is a software that several departments use for work order tracking, asset management, and preventative maintenance for vehicles and equipment. The existing software agreement expires in October. We have been utilizing this software for several years and is recommended to continue due to its user interface and cost compared to other solutions.

Attached is the proposed agreement for a 3 year license renewal.

The attorneys for Brightly have not accepted the City Attorney's recommendations for contract revisions; however, this software is very much needed and it is recommended to proceed without acceptance of all redlines.

SUGGESTED MOTION:

Move approval to renew asset essentials software license agreement from Brightly solutions

**PREPARED FOR**

Starkville Utilities ("Subscriber")

Lashonda Wilson

101 Lampkin Street
Starkville, MS 39759

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 400
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

August 19, 2022



Q-308741

Service Term: 36 months (10/01/2022 - 09/30/2025)

Services			
Services Invoice - Year 1			
Item	Start Date	End Date	Investment
Asset Essentials Enterprise	10/1/2022	9/30/2023	26,082.93 USD
- Streets/Signs/Sidewalks Module			Included
- Storm Water Module			Included
- Electric and Gas Module			Included
- Water Distribution and Waste Water Collection Module			Included
- Sanitation Module			Included
- Asset Essentials Inventory			Included
- AE Safety			Included
- Dude Analytics			Included
Subscription			26,082.93 USD
Year 1 Total:			

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

Professional Services	
Consulting Service for 1.0 days	1,795.50 USD
Professional Services Year 1 Total:	1,795.50 USD

Q-308741



Remaining Services Invoices

Item	Annual period Beginning	Investment
Year 2	10/1/2023	27,647.91 USD
Year 3	10/1/2024	29,306.78 USD



**Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Virtual Consulting Services - Statement of Work

Purpose

Brightly's (Company) virtual consulting service is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient deliverables to aid their utilization and achieve a faster ROI. This may include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of your Brightly applications. You will experience faster time to value. Focused virtual consulting services allow a client to focus on their day to day operations and let us take on the burden of one-time tasks related to data, configuration and training. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to their new Brightly application or adoption of new functionality.

Deliverables

The following list is of categories of outcomes that can be achieved through. The specific deliverables included in your service will be documented and presented to you by your Project Coordinator. If additional services are requested, a new Consulting Services SOW may be required. Virtual services are delivered in a minimum of 2 hour increments, or until the desired outcome is reached.

Discovery:

- Virtual Interviews and requirements gathering of current process and desired outcomes. Virtual sessions to review desired outcomes and change management process around configured data, categorizations, end-user provided values and reporting needs.

Data Loading and Account Configuration:

- Data Loading of Pick List values or primary record data (e.g. work orders, events, PM schedules) in your applications. Reviewing, removing duplicates, making recommendations for best alignment of data categories and aligning with Company Import templates for inclusion in your solution.

User Training:

- Administrator and/or Role based user training to include functions associated to specific role permissions. Including maintaining current data in your account, basic or advanced workflow function and non-administrators' recurring activity regarding creation and processing of records.

** Service outcomes may be dependent on the version of the solution the client owns. Verify that your desired outcomes can be achieved with your current application subscription.

Evaluation



At the conclusion of the service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the service. Ongoing communication until the project is complete will be through your Financial Force Community project if the service is incorporated into a larger implementation project, or via email.

Client Assumptions

- Data should be provided in an Excel or CSV format in one sheet or workbook with unique records in each row. Multi-tab spreadsheets or multiple rows of data per record will not import successfully and will require additional services. Company cannot access or extract data from other systems or locations.
- Not all data from a legacy system or database will have a one for one match in your Company solutions. We will work with the client to determine the best approach to capture and map this data.
- Client is responsible for providing login information ahead of time to users, as well as provide devices where the mobile app(if applicable) or web browser is downloaded and up to date.
- Client is responsible for troubleshooting any issues related to their IT infrastructure including network and device management.
- The client will schedule time for the appropriate resources to be available to the consultant for the duration of any confirmed virtual meeting(s). The success of this process is dependent on the attendance and responsiveness of the key stakeholders.
- Client will verify with their Company Project Coordinator that they have the correct versions of applications to allow for requested changes to their data or account configuration.
- The client will also provide a dedicated room or area with adequate technology for successful virtual training, including but not limited to monitor/projector, computers/tablets and wireless internet access.
- Client acknowledges rescheduling or cancelling services within 2 weeks of the confirmed date will require rescheduling based on current availability which may result in delays to the larger implementation project.
- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-308741 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-308741

September 15, 2022, 12:37:52 PM

Accepted by:

Printed Name

Signed Name

Title

Date



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

AGENDA ITEM NO:
AGENDA DATE: November 1, 2022
PAGE: 1

SUBJECT: Request authorization to purchase F350 chassis-60" cab to axle for replacement of vehicle 128 in the amount of \$40,401.00 and request authorization to accept the lowest and best quote from Wren Body Works LLC for the bed assembly and installation for the service truck for wastewater in the amount of \$29,782.11.

AMOUNT & SOURCE OF FUNDING: 2023 Water Budget

<u>FISCAL NOTE:</u> 2 Quotes Received	Wren	\$29,782.11
	H & H	\$30,000.00

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

The purchase of the F-350 chassis- 60" cab to axle under state contract is to replace an existing truck number 128 VIN (10374) with severe maintenance issues. The vehicle will also have a specialized utility bed with a service crane that can be used to lift pumps or maintenance out of pump station.

SUGGESTED MOTION:

Move approval to purchase F350 chassis-60" cab to axle for replacement of vehicle 128 in the amount of \$40,401.00 and request authorization to accept the lowest and best quote from Wren Body Works LLC for the bed assembly and installation for the service truck for wastewater in the amount of \$29,782.11.



Wren Body Works, LLC

32722 Hwy 45 North
Okolona, MS 38860
662-256-2028

Quote

Date	Quote #
10/18/2022	19799

Name / Address		Ship To		
Starkville Utilities P O Box 927 Starkville, MS 39760-0927		Starkville Electric Dept 101 MEIGS AVE Starkville, MS 39760		
Qty	Item	Description	Unit Price	Total
1	RKI-BOT5680	2023 Ford F-250 Long Wheel Base 56" CA Furnish & Install - RKI T5680 Service Body. Includes heavy duty 8" treadplate step bumper, primed and painted white Sherwin Williams Genesis M.	10,402.00	10,402.00
1	JOB	Relocate back-up camera to rear of service body	145.00	145.00
This quote valid for 30 days.			Subtotal	\$10,547.00
			Sales Tax (0.0%)	\$0.00
			Total	\$10,547.00

Phone #	Fax #	Web Site
662-256-2028	662-256-7572	wrenbodyworks.com

Neil Turnage
Wren Body Works, LLC.

ESTIMATE

H & H  Sales, Inc.

Used Trucks • Custom Built Bodies • Lime & Fertilizer Equipment

1309 Highway 35 North • P. O. Box 456
 Carthage, MS 39051
 (601) 267-9843 • (800) 264-9643 • Fax (601) 267-9645
www.hhchiefsales.com

Date: 10-19-22
Company Name: Starkville Utilities
Contact Name: Colby McCLain
Address:
City, State, Zip: Starkville, MS.
Phone: Fax:
Mobile: Email:

Estimated by:

Year: _____ Make: Ford Model: 260 Serial #: _____
Engine: _____ Trans: _____ WB _____ CA 56 CT _____ Paint Code: _____

[illegible]

SPECIAL NOTES

E-Mail CMCCLAIN[®] STARS@vide.utahites.com

AUTHORIZED BY:

Res/No 7x

ESTIMATE GOOD FOR 45 DAYS

TOTAL LABOR	
TOTAL PARTS	
SUBLET	
FREIGHT	
MATERIALS	
SHOP SUPPLIES	
EPA	
TAX	
TOTAL 	12,500

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Truck, Cab and Chassis, 60 in cab to axle, 1 Ton, Gas

VENDOR: Landers South, LLC

ITEM NO.: 070-4730110-1

MAKE/MODEL: 2023 Ford F350 Cab and Chassis Reg Cab

ENGINE: 6.2L V8 GAS

PRICE INCLUDING TITLE FEE: \$40,401.00

2022-2023 State Fleet Contract

Contract No: 820065510

Contact Person: STEVE BELL

Phone: 9014899582

Toll Free:

Fax:

STEVE.BELL@LANDERSMEMPHIS.COM

Miles Per Gallon

City

Hwy

Combined

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:
WHIE ZI BLACK UM CARBON GRAY M7
RACE RED PQ
LIST FACTORY COLORS AT ADDITIONAL CHARGE:
PRICE \$ \$600
Green Green Gem Vermillion Red
Yellow Orange

SILVER JS

what colors

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE
List optional engines:			
7.3L V8 GAS	99N	\$1,551	
6.7L V8 DIESEL	99T	\$9,551	
Air Conditioner	INC		
Bumper: HD Rear Step	INC		
Cooling System: HD radiator	INC		
Tires-GVWR	INC		
Mirrors: LH/RH Trailer Towing Mirrors	INC		
Transmission: Automatic	INC		
Axles: rear Standard- 2wd;locking 4WD min limited slip	INC		
REAR CAMERA PREP PACKAGE	872	\$377	
POWER WINDOWS AND DOOR LOCKS	90L	\$1,001	
100V 400 WATT OUTLET	43C	\$160	
DUAL BATTERIES	86M	\$191	
DAYTIME RUNNING LIGHTS	542	\$41	
CLOTH SEATS		\$91	
CRUISE CONTROL	525	\$214	
FULL SIZE SPARE	512	\$319	
LIMITED SLIP REAR AXLE	X4N	\$392	
DUAL REAR WHEELS	F3G	\$1,145	
LONG WHEEL BASE	169	\$166	
ALL TERRAIN TIRES	TBM	\$241	
4 WHEEL DRIVE UP GRADE SRW	F3B	\$3,325	
4 WHEEL DRIVE UP GRADE DRW	F3H	\$3,325	
TRAILER BREAK CONTROLLER	52B	\$273	
PTO TAKE OFF	62R	\$273	
CNG	98F	\$286	
HEAVY DUTY ALTERNATOR	67B	\$104	

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.



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

AGENDA ITEM NO:
AGENDA DATE: November 1, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Michael Box for College view pump station removal in the amount of \$39,647.68.

AMOUNT & SOURCE OF FUNDING: 2022 Budget

<u>FISCAL NOTE:</u> 2 Quotes Received	Box Construction	\$39,647.68
	H and H	\$39,647.68

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This project will be converting an aged pump station, which has been used to its maximum ability and longevity, into approximately 1000' of gravity sewer. The project will also include six new manholes and will tie into the existing gravity sewer on College View Road. The construction will take place in obtained utility easements near Prospect Place and will require tree removal within that easement. Some property owners will be affected; however, such owners will be contacted and communication will be established prior to any work consisting of tree removal and construction of the sewer main beginning. This project aims to lower overall maintenance costs and upgrade the under-sized gravity sewer in the Prospect Place Area. The beginning of the project will be removing trees within the area beginning around mid-November and construction will begin beginning of 2023. The construction is estimated to take six to eight weeks.

Additionally, although the quotes are the same Box Construction is able to do the project much faster than H and H Construction.

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Michael Box for a utility bed for College View pump station removal in the amount of \$39,647.68.

Bid

Box Construction

BID #1

875 E. Sherwood Rd
Mathiston MS
39752
662-285-7959

DATE October 24, 2022

TO Starkville Utilities

College View Sewer Rehab

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Mobilization		\$500.00
961.68'	Pipe Demo	\$14.00 per foot	\$13,463.52
961.68'	Pipe install 6-10' cut	\$12.00 per foot	\$11,540.16
	4" sewer manhole taps	\$400.00 each	
12	4" sewer line tap	\$250.00 each	\$3,000. ⁰⁰
	6" manhole tap	\$600.00 each	
	6" sewer line tap	\$300.00 each	
6	Manholes at 6-10' invert depth	\$600.00 each	\$3,600.00
MH1-MH6	Manhole installation over existing line "per vertical foot"	\$100.00 per foot	\$4,100.00
	Clearing and grubbing right of way (maybe a little more or a little less) will be done hourly.	\$3,000.00	\$3,000.00 (subject to change)
40'	Per linear foot for saw cutting	\$10.00 per foot	\$400. ⁰⁰
11 sy	Asphalt pavement removal	\$4.00 per sq yd	\$44. ⁰⁰
		SUBTOTAL	
		SALES TAX	
		TOTAL	39,647. ⁶⁸

Please make Checks payable to Michael Box Construction
Bid subject to change. Bid only good for 30 days.

Dan Camp Sewer Pump Station Removal

Bid Tab

	Unit	Unit Price Box	Unit Price H&H (SOS)	QTY	Total Box	Total H&H (SOS)
Mobilization	LS	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00
Pipe Demo (7'-10' Cut)	LF	\$ 14.00	\$ 14.00	961.68	\$ 13,463.52	\$ 13,463.52
Pipe Install (6'-10' Cut)	LF	\$ 12.00	\$ 12.00	961.68	\$ 11,540.16	\$ 11,540.16
4" Sewer Line Tap	EA	\$ 250.00	\$ 250.00	12	\$ 3,000.00	\$ 3,000.00
Manhole Install (6'-10' Depth)	EA	\$ 600.00	\$ 600.00	6	\$ 3,600.00	\$ 3,600.00
Manhole Install Over Existing Line	LF	\$ 100.00	\$ 100.00	41	\$ 4,100.00	\$ 4,100.00
Clearing and Grubbing	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ 3,000.00
Saw Cut	LF	\$ 10.00	\$ 10.00	40	\$ 400.00	\$ 400.00
Asphalt Removal	SY	\$ 4.00	\$ 4.00	11	\$ 44.00	\$ 44.00
Total					\$ 39,647.68	\$ 39,647.68