



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
November 15, 2022**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, NOVEMBER 15, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE OCTOBER 18, 2022 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 28, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF SE 22-06: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A “PLACES OF WORSHIP” AT 105 FELIX LONG STREET IN A TN-E ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 22-07: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A “DWELLING, ACCESSORY UNIT” AT 100 FOLEY DRIVE IN A SD-2 ZONING DISTRICT.

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF UPDATING THE PUBLIC APPEARANCES POLICY.

X. BOARD BUSINESS

A. CONSIDERATION OF ASSIGNMENT OF THE CITY OF STARKVILLE, MISSISSIPPI CONTRACT FOR LEGAL SERVICES WITH MITCHELL, McNUTT & SAMS, P.A. FROM CHRISTOPHER J. LATIMER, ESQ. TO

BERKLEY N. HUSKISON, ESQ., EFFECTIVE JANUARY 1, 2023, FOR THE REMAINDER OF THE CURRENT BOARD OF ALDERMEN TERM.

B. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2022, OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 8, 2022 FOR FISCAL YEAR ENDING 9/30/23, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF OCTOBER 2022 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TIARA COLE AS A UTILITIES OPERATIONS COORDINATOR IN THE STARKVILLE UTILITIES

DEPARTMENT.

2. REQUEST AUTHORIZATION TO RECLASSIFY DENISHA PATEN'S ROLE TO SERVE AS AN EXECUTIVE ADMINISTRATIVE ASSISTANT FOR THE SANITATION & STREET DEPARTMENTS WITH THE CITY OF STARKVILLE.
3. REQUEST AUTHORIZATION TO HIRE PERRY AGNEW AS MAINTENANCE WORKER IN THE STREET DEPARTMENT.
4. CONSIDERATION OF APPROVING THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF I.A. #22-10-001 FOR A STARKVILLE POLICE OFFICER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING THE NAME OF BATTERS BOULEVARD LOCATED AT CORNERSTONE PARK

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. CONSIDERATION OF A LOAN FROM GENERAL CITY FUNDS TO SANITATION FUND IN THE AMOUNT OF \$247,024.00 FOR THE PURCHASE OF A 2023 REAR LOAD FREIGHTLINER AT 2.4% INTEREST WITH QUARTERLY PAYMENTS OVER 5 YEARS AND DECLARE THE 2002 REAR LOAD REFUSE TRUCK SURPLUS AND SELL.
2. REQUEST APPROVAL FOR CLARKE POWER SERVICES TO REPLACE THE TRANSMISSION ON THE 2015 MACK FRONT END LOADER GARBAGE TRUCK AT A COST OF \$14,922.37 INCLUDING PARTS, FREIGHT, LABOR, AND SUPPLIES.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE WORK ORDER REQUEST FROM 4-COUNTY IN THE ESTIMATED AMOUNT

OF \$4,118.54 WITH A MONTHLY CHARGE OF \$48.05 FOR THE INSTALLATION OF STREET LIGHTS ALONG OLD WEST POINT ROAD AND PAT STATION AREAS WITH THE FINAL PAYMENT BEING BASED ON FINAL QUANTITIES AND WORK.

2.REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM SCHWEITZER ENGINEERING FOR A NEW SEL-3555 REAL TIME AUTOMATION CONTROLLER (RTAC) IN THE AMOUNT OF \$13,811.29.

3.REQUEST AUTHORIZATION TO ACCEPT THE QUOTE FROM ITS CONGLOBAL (THE ONLY VENDOR THAT HAD CONTAINERS IN STOCK FOR DELIVERY) FOR 2 STORAGE CONTAINERS IN THE AMOUNT OF \$7,100.00 PLUS DELIVERY OF \$1,750.00 FOR A TOTAL OF \$8,850.00.

4.REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE WORK ORDER REQUEST FROM 4-COUNTY IN THE ESTIMATED AMOUNT OF \$29,857.87 WITH A MONTHLY CHARGE OF \$348.34 FOR THE INSTALLATION OF THE REMAINING STREET LIGHTS ALONG ROCKHILL ROAD NORTH OF HWY 82 AREAS WITH THE FINAL PAYMENT BEING BASED ON FINAL QUANTITIES AND WORK.

5.ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19, FROM ARKANSAS ELECTRIC FOR 50KVA POLE MOUNT TRANSFORMERS IN THE AMOUNT OF \$48,626.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 6, 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: 11-15-22
PAGE: 1 of 158

SUBJECT: Request approval of the minutes of the October 18, 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 18, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 18, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on October 18, 2022 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Sistrunk asked that Board Business A (appoint Stephens, Inc. as financial advisor) be added to consent. 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 Carver, to approve the October 18, 2022 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, OCTOBER 18, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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

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

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

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

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

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

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

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

IX. MAYOR’S BUSINESS

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

X. BOARD BUSINESS

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

XI. DEPARTMENT BUSINESS

A. AIRPORT

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

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

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

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. APPROVAL OF GARVER, LLC'S CONTRACT TO PROVIDE PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT NOT TO EXCEED \$261,160.00.
2. CONSIDERATION OF APPROVAL OF GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE SPRING STREET AND HIGHWAY 12 TAP GRANT PROJECT USING MDOT SMALL PURCHASE PROCEDURE; AND AUTHORIZATION FOR MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.
3. CONSIDERATION OF THE CONSULTING SERVICES CONTRACT FROM DD CONSULTING, LLC FOR THE PARKS PROJECT CURRENTLY UNDER DESIGN INCLUDING MCKEE AND NEEDMORE COMMUNITY CENTER.
4. CONSIDERATION OF ACCEPTANCE OF THE LOW BID FOR THE CONSTRUCTION OF LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENTS FROM POWELL CONSTRUCTION SERVICES, INC.

E. FINANCE AND ADMINISTRATION

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

F. FIRE DEPARTMENT

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

G. HUMAN RESOURCES

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

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

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

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE (SWAT GEAR) BULLET PROOF HELMETS FROM UNITED SHIELD INTERNATIONAL LOWEST QUOTE OF \$705 EACH, OVER THE HEAD HEARING PROTECTION WITH TACTICAL COMMUNICATION CAPABILITY FROM TNVC, INC AT LOWEST QUOTE OF \$944.10 EACH, AND LONG-TERM GAS MASKS FROM ACCURATE LAW ENFORCEMENT LOWEST QUOTE OF \$499.80 FOR A TOTAL OF \$25,786.71 OF WHICH \$24,500.00 TO BE REIMBURSED BY THE FY23 22LE347 HOMELAND SECURITY GRANT AND THE REMAINING TO BE PAID FROM POLICE SUPPLIES.
2. REQUEST PERMISSION TO ACCEPT AND ENTER INTO A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$3,563.00 WITH A 25% LOCAL MATCH OF \$1,187.00.
3. REQUEST APPROVAL TO EXTEND THE LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ \$350 PER MOTORCYCLE PER MONTH UNTIL APRIL 2024.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

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

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

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

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Consent items 2 – 33:

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 20, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 29, 2022 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 30, 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 Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 30, 2022 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the request of Mayor Spruill to table this item until the November 1, 2022 agenda, Alderman Beatty offered a motion to table the long-term ground lease for the Oktibbeha County Humane Society for the construction of an addition to the facility and related uses. Alderman Brooks seconded the motion and 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 and the item tabled.

6. CONSIDERATION TO APPOINT STEPHENS, INC. AS FINANCIAL ADVISOR TO THE CITY OF STARKVILLE RELATING TO VARIOUS BOND ISSUANCES, INCLUDING, BUT NOT LIMITED TO GENERAL OBLIGATION BONDS, BONDS FINANCED BY SPECIAL TAX LEVY, REVENUE BONDS, AND TAX INCREMENT FINANCING BONDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to appoint Stephens, Inc. as Financial Advisor to the City of Starkville relating to various bond issuances, including, but not limited to general obligation bonds, bonds financed by special tax levy, revenue bonds, and tax increment financing bonds” is enumerated, this consent item is thereby approved. The agreement follows this page.

Stephens Inc.

Municipal Advisor Agreement

This Municipal Advisor Agreement (the “*Agreement*”) is entered into this 20th day of October, 2022, between the City of Starkville (the “*Client*”) and Stephens Inc. (“*Stephens*”) and sets forth the terms and conditions under which Stephens will provide services to the Client. Stephens and the Client are referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, the Client desires to obtain the services of a municipal advisor to assist with the development and implementation of strategies to meet its capital financing needs and render assistance in connection with the municipal finance transactions described on **Schedule A** attached hereto (the “*Transaction*”); and

WHEREAS, Stephens is registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) and Stephens is capable of providing the necessary municipal advisory services;

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the Client and Stephens agree as follows:

1. Scope of Services. Stephens will provide, upon request of the Client, the municipal advisory and/or consultant services described in **Schedule A** attached hereto and incorporated herein by reference. The Client and Stephens intend and agree that, to the extent the performance of services by Stephens with respect to the Transaction constitutes municipal advisory activities within the meaning of the Securities Exchange Act of 1934 (the “*Exchange Act*”) or otherwise creates a duty of Stephens under the Exchange Act or the Rules of the Municipal Securities Rulemaking Board and applicable state and local laws, Stephens’ duties do not extend beyond the services to be provided with respect to the Transaction.

2. Client Responsibilities. The Client shall:

a. Take all usual and customary steps necessary to complete the issuance of the bonds or notes (the “*Securities*”), as applicable, including but not limited to: directing the preparation and execution of all documents reasonably requested supporting the Securities, and participation by Client staff and third parties in a due diligence process in connection with the issuance of the Securities.

b. Furnish information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement;

c. Review the preliminary official statement or other disclosure documentation and confirm the accuracy of the information presented therein;

d. Allow Stephens to rely on the Client’s representations that the disclosure provided with respect to the Securities is not misleading, and, if necessary, direct bond and local counsel to include Stephens as addressee on all certifications and communications therein;

e. Approve the form of official statement or other disclosure documentation and direct its dissemination;

f. If applicable, participate in all calls, discussions and requests for information necessary to complete the credit rating process; and

g. Comply in all respects with state and federal securities laws, including but not limited to the Securities Act of 1933 and Rules 10b-5 (anti-fraud) and 15c2-12 (continuing disclosure) promulgated under the Securities Exchange Act of 1933 relating to disclosure in connection with municipal securities.

3. Stephens Compensation and Expenses. The fees due to Stephens hereunder shall be as set forth in **Schedule B** attached hereto. In addition, Stephens shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in **Schedule B**.

4. Client Expenses. The Client will be responsible, to the extent required for the issuance of the Securities, for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing and distribution of required documents, trustee fees, paying agent fees, CUSIP identifiers, and the like.

5. Required Notices and Disclosures.

a. MSRB Rule G-10 Notices. Stephens is registered with the U. S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB's website is www.msrb.org. A municipal advisory client brochure is posted on the website of the MSRB that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

b. MSRB G-42 Disclosures. MSRB Rule G-42 requires that Stephens provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Schedule C and Schedule D attached hereto.

6. Advice of Third Parties. The Client agrees that, to the extent the Client seeks to have Stephens provide advice with regard to any recommendation made by third party financial service providers, bankers, underwriters, accountants, legal advisors or others providing guidance similar in scope to that contemplated herein, the Client will provide to Stephens written direction to do so as well as any information it has received from such third party relating to its recommendation. In connection with advice to be provided by Stephens with regard to a recommendation made by a third party, Stephens may communicate with such third party as necessary or appropriate to allow Stephens to provide informed advice to the Client with regard to the recommendation. No recommendation by a third party shall be deemed to be a recommendation by Stephens unless Stephens otherwise provides. In particular, a determination that a third party's recommendation is suitable shall not be deemed to constitute a recommendation by Stephens unless otherwise expressly provided by Stephens.

7. **Entire Agreement/Amendments.** This Agreement, including any Schedules and amendments hereto which are expressly incorporated herein, constitute the entire Agreement between the Parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Stephens and the Client.

8. **Term of Agreement.** The term of this Agreement begins on the date set forth above and ends as set forth on **Schedule A**.

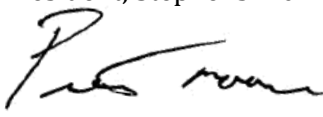
9. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above. By the signature of its representative below, each Party affirms (a) that it has taken all actions necessary to authorize said representative to execute this Agreement, and (b) that it has read in its entirety this Agreement, including the attached Schedules, and has had the opportunity to ask any questions or seek any clarification about any aspect of this Agreement, including specifically any disclosures of conflicts of interest.

By: Lynn Spruill
Title: Mayor, Starkville
Client Signature:

By: Pierce Moore
Title: Vice President, Stephens Inc.
Signature:



Schedule A

Term and Scope of Municipal Advisory Services

Term of Agreement

The term of this Agreement shall commence on the execution date of this Agreement and shall expire July 1, 2025. The contract may be extended by mutual agreement, and with additional provisions as necessary, for additional terms beyond the initial contract expiration. The contract may be terminated by either party upon 30 days written notice.

Scope of Services

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the planned issuance of the Securities.

- A. ***New Issues.*** Provide some or all of the following services with respect to the Client's new Issue(s):
1. Evaluate options or alternatives with respect to the proposed new Issue
 2. Review recommendations made by other parties to the Client with respect to the new Issue
 3. Provide transparency and recommendations to the Client regarding professional fees and the underwriter's discount associated with the transaction
 4. Review financial and other information regarding the Client, the proposed Issue and any source of repayment of or security for the Issue
 5. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the Client and its financing plans
 6. Assist the Client in establishing a plan of financing
 7. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
 8. Prepare the financing schedule
 9. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
 10. Attend meetings of the Client's governing body, as requested
 11. Advise the Client on the manner of sale of the Issue
 12. Assist in the gathering of information with respect to financial and other statistical and factual information relating to the Client in connection with the preparation of the preliminary and final official statement
 13. If the Issue is to be sold on a competitive bid basis, assist in the preparation of the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
 14. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
 15. Make arrangements for posting/printing, advertising and other vendor services necessary or appropriate in connection with the Issue
 16. Advise the Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent
 17. In a competitive bid sale, assist the Client in collecting and analyzing bids submitted by

underwriters and in connection with the Client's selection of a winning bidder

18. In a negotiated sale, assist the Client in the selection of underwriter(s)
19. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
20. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
21. Advise the Client with respect to recommendations made by the underwriter(s) and other interactions between the Client and the underwriter(s)
22. Review required underwriter disclosures to the Client
23. Assist the Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
24. Respond to questions from bidders, underwriters or potential investors
25. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
26. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close the Issue
27. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
28. Prepare a closing memorandum or transaction summary, together with general guidance for the Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
29. Provide such other usual and customary financial advisory services as may be requested by the Client

B. ***Outstanding or Potential Issues.*** Provide some or all of the following services with respect to the Client's outstanding Issue(s):

1. Advise the Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
2. Advise the Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
3. Review recommendations made by other parties to the Client with respect to outstanding Issue(s)
4. Evaluate options or alternatives for the Client with respect to, and assist in identifying, financing opportunities, including recommendations by other parties to the Client for potential financings
5. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the Client's outstanding Issue(s)
6. Advise the Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)
7. Advise the Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
8. Review documentation of outstanding Issue(s) with Client personnel and with the Client's bond counsel and other consultants
9. Assist the Client in responding to inquiries from investors or other market participants in connection with the Client's outstanding Issue(s)

- C. **Products.** Provide some or all of the following services with respect to the Client's Product(s) relating to its Issue(s):
1. Advise the Client on the investment of proceeds of the Client's Issue(s) or on municipal escrow investments relating to such Issue(s), including but not limited to advice on or brokerage of guaranteed investment contracts for the investment of proceeds of the Issue or for municipal escrow investments, or the recommendation and brokerage of municipal escrow investments in connection with the Issue(s)

Limitations on Scope of Services

The Scope of Services are subject to the following limitations:

The Scope of Services with respect to Stephens' engagement as municipal advisor shall be limited solely to the services set forth in this Schedule as they relate to the Transaction, and shall not encompass (i) the services described herein with respect to any other offering or potential offering of the Client or (ii) any services not described herein with respect to the Transaction.

Unless otherwise provided in Schedule A, Stephens is not responsible for preparing any preliminary or final official statement or other disclosure documents, or for certifying as to the accuracy or completeness of any preliminary or final official statement or other disclosure documents, other than with respect to any information about Stephens provided by Stephens for inclusion in such documents.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

The Scope of Services may be changed only by written amendment to this Schedule, and the parties agree to amend this Schedule promptly to reflect any material changes or additions to the Scope of Services.

Schedule B

Compensation and Expenses

Fees for the services provided by Stephens to the Client under this Agreement and the manner for payment of expenses incurred by Stephens in the course of performing its services are as set forth below:

For General Obligation Bonds and Revenue Bonds, Stephens proposes using a sliding scale for fees based on bond proceeds with a minimum of \$15,000 per transaction.

From	To	Fee
\$ -	\$ 5,000,000	0.35%
\$ 5,000,000	\$ 15,000,000	0.30%
\$ 15,000,000	\$ 30,000,000	0.25%
\$ 30,000,000	\$ 50,000,000	0.20%
\$ 50,000,000	\$ 75,000,000	0.15%
\$ 75,000,000	\$ 150,000,000	0.10%
\$ 150,000,000		0.05%

For Example:

\$7,000,000 General Obligation Bond Issuance:

\$5,000,000 X .0035 = \$17,500

\$2,000,000 X .0030 = \$6,000

Total Fees \$23,500

For services related to financial planning, policy development, general financial advisory services not related to a specific financing, Stephens shall receive hourly rates as listed below. Fees for support staff are included in the hourly rates for professionals. These services will be billed monthly or as agreed to by both Parties. *However, all general financial advisory service hourly fees will be agreed upon and approved in writing by the client prior to commencement of the work.*

Experience Level Hourly Rates

SVP, Municipal Advisor	\$325.00
VP, Municipal Advisor	\$250.00
Senior Analyst	\$175.00

Reimbursable Expenses

In addition to fees for services, Stephens will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred including travel, meals, lodging, telephone, mail, and

other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by Stephens. Appropriate documentation will be provided

Schedule C

Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Stephens makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Stephens addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Stephens mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Stephens to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Stephens' financial or other interests. In addition, because Stephens is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Stephens is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Stephens' municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Stephens potentially departing from their fiduciary duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Forms of Compensation; Potential Conflicts.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. The information below discusses various forms of compensation and the timing of payments to a municipal advisor.

- **Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

- **Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.
- **Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.
- **Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).
- **Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

As a fiduciary to the Client, Stephens will work closely with the Client in terms of the conflicts that may exist with respect to compensation and based on the services provided to establish a fair and reasonable fee associated with the municipal advisory services for the Client.

Other Potential Conflicts.

Other Municipal Advisor or Underwriting Relationships. Stephens serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Stephens serves as municipal advisor to other municipal entities and, in such cases, owes a fiduciary duty to such other clients just as it does to the Client

under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Stephens could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Stephens to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Stephens serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Stephens' ability to fulfill its fiduciary duty to the Client.

Broker-Dealer and Investment Advisory Business. Stephens is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Stephens to make recommendations to the Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Stephens effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Stephens that operate independently from Stephens' municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Stephens to the Client under this Agreement.

Other than the potential material conflicts of interest described above, Stephens, based on the exercise of reasonable diligence, does not believe that it has any other material conflicts of interest related to this Agreement.

Schedule D

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Stephens sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. We do not believe that there are any legal or disciplinary events that are material to the Client's evaluation of Stephens or the integrity of Stephens' management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC involving our firm's municipal advisory business. As a full service broker dealer and investment banking firm, Stephens is and has been involved in regulatory and civil actions involving other areas of the firm's business, none of which are expected to have any impact on the firm's ability to perform the services which are the subject of this Agreement. The details of all such regulatory and civil actions are available in Item 9 and the accompanying Regulatory Action DRPs on Form MA filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Stephens' most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000757657&owner=include&count=40&hidefilings=0>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to information already filed by Stephens in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Stephens on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Stephens' most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Stephens' CRD number is 3496.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Stephens has not made any material legal or disciplinary event disclosures with respect to its municipal advisory business on Form MA or any Form MA-I filed with the SEC.

7. CONSIDERATION TO USE GRANT WRITING SERVICES FROM NORTHSTAR AEROSPACE SOLUTIONS FOR A TERMINAL BUILDING GRANT AT GEORGE M. BRYAN FIELD

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the grant writing services from Northstar Aerospace Solutions for a terminal building grant at George M. Bryan Field” is enumerated, this consent item is thereby approved. The proposal follows this page.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of appointing George Sills, the sole applicant, to the Board of Adjustments and Appeals for the unexpired term of Ward 4 expiring on June 30, 2025” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Garver, LLC’s contract to provide preliminary engineering and environmental services for the Stark Road and Hospital Road Extension project” is enumerated, this consent item is thereby approved. Contract follows the Northstar proposal.

10. CONSIDERATION OF GARVER, LLC ENGINEERING SERVICES CONTRACT FOR THE SPRING STREET AND HIGHWAY 12 TAP GRANT PROJECT USING MDOT SMALL PURCHASE PROCEDURE; AND AUTHORIZATION FOR MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Garver, LLC Engineering Services Contract for the Spring Street and Highway 12 TAP project using MDOT small purchase procedure; and authorization for Mayor to execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual” is enumerated, this consent item is thereby approved. Contract follows the Garver Stark Road / Hospital Road Project contract.



September 30. 2022

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

Dear Rodney,

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

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

Sincerely,

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

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

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



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

Scope

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

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

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

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

General

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

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

Fees

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

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

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

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



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



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

RECITALS

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

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

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

1. DEFINITIONS

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

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

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

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

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



3. PAYMENT

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

4. AMENDMENTS

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

5. OWNER'S RESPONSIBILITIES

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



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

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

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

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

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

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

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

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

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

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



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

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

6.2. Instruments of Service.

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

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

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

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

6.3. Opinions of Cost.



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



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

7. INSURANCE

7.1. Insurance.

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

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

8. DOCUMENTS

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

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

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

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

9.1.2. [Not used]

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

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



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

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

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

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

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

10. DISPUTE RESOLUTION

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

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



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

11. TERMINATION



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

12. MISCELLANEOUS

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



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

13. EXHIBITS

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

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

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

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

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



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

City of Starkville

By: [Signature]

Signature

Name: D. Lynn Spruiell

Printed Name

Title: Mayor, City of Starkville

Date: 10/19/22

Attest: V. Hampton

Garver, LLC

By: [Signature]

Signature

Name: Nick J. Altobelli

Printed Name

Title: Senior Project Manager

Date: 10/17/2022

Attest: [Signature]



EXHIBIT A (SCOPE OF SERVICES)

Garver shall provide the following Services:

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

The CONSULTANT shall complete the following specific tasks:

I. Phase 1 – Project Management and Meeting Coordination

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

1.1 Project Management

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

1.2 Project Meetings

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

1.3 Status Calls

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

1.4 Public Involvement Meeting

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

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

Task 1 Deliverables:

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

II. Task 2 – Data Collection

2.1 Define Study Area

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



2.2 Site Visit

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

2.3 Compile Traffic Counts

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

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

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

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

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

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

2.4 Review Travel Demand Model (TDM) Results

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

2.5 FEMA Data Request

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

Task 2 Deliverable:

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

Task 3 – Traffic Analysis

3.1 Base Year No-Build Operational Analysis

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



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

The results shall be documented in the Needs Assessment Report.

3.2 *Develop No-Build Design Year Traffic*

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

III. 3.3 *Design Year No-Build Operational Analysis*

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

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

3.4 *Design Year Build Operational Analysis*

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

The operational analysis shall be conducted for up to three (2) Build alternatives as developed in Task 6.

Task 4 – Environmental Studies

4.1 *Environmental Analysis*

The CONSULTANT shall develop an environmental constraints map from existing maps and GIS sources, including but not limited to:

- Locations of public buildings, airports, fire/EMS stations, schools, places of worship, parks, and sensitive noise receptors from site visits and USGS topographic maps;
- City/town/community boundaries;
- Environmental Justice populations (based on Census data);
- Known locations of historic and archeological sites from the Mississippi Department of Archives and History (MDAH) databases (archeological sites will not be shown at the public meetings);
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) data;
- Potential hazardous materials sites, pipelines, and oil wells from the Mississippi Department of Environmental Quality (MDEQ) and Environmental Protection Agency (EPA) hazardous materials databases;
- Federal Emergency Management Agency (FEMA) 100-year floodplain and regulatory floodway data;



- Protected species information from USFWS and the Mississippi Department of Wildlife, Fisheries and Parks (MDWFP);
- Section 303(d) impaired waters and the associated pollutants exceeding the total maximum daily load (TMDL);
- Other stream and drainage features.

The CONSULTANT shall submit the Environmental Constraints Map to the CITY for review.

4.2 Hazardous Materials

Phase I Environmental Site Assessment

The CONSULTANT shall perform a Phase I Environmental Site Assessment (ESA). The Phase I ESA shall include the following work:

- a. The CONSULTANT shall perform site reconnaissance and include a field/on-site inspection of the project area.
- b. The CONSULTANT shall review available historic maps, aerial photographs, and ownership records to complement the data obtained from the agencies and/or observed during the site investigation. Historic quadrangle maps and aerial photographs shall be reviewed by the CONSULTANT at the following offices, as appropriate: MDAH; Mississippi Automated Resource Information System; and the United States Department of Agriculture – Farm Service Agency/National Resource Conservation Service (FSA/NRCS) District Offices. Sanborn Fire Insurance Maps and telephone directories will also be reviewed by the CONSULTANT, as available.
- c. The CONSULTANT shall identify locations of sites and facilities such as hazardous waste sites, solid waste sites, locations of oil and gas wells, and pipelines on base mapping. The map shall be accompanied by a table providing pertinent information regarding the facilities. The CONSULTANT shall submit a digital file of this information to the CITY.
- d. The CONSULTANT shall include the results of the ESA in a hazardous materials technical report. The report shall contain, at a minimum, a discussion of the site conditions and locations, avoidance opportunities, research methodology, copies of correspondence, source of reference materials, and a tabulation of the data.

A Phase II Site Assessment is not included in this Work Assignment.

4.3 Wetlands, Streams, and Impaired Water Bodies

The CONSULTANT shall use a desktop analysis and windshield survey to identify wetlands, other waters and streams, and impaired or 303(d)-listed (Clean Water Act) water bodies that fall partially or wholly within the project boundaries or that may be affected by the project.

Task 4 Deliverables:

- APE coordination letter;
- GIS-based and PDF Environmental Constraints Maps and discussion of potential social and environmental impacts;
- Hazardous materials technical report; and
- Documentation of design restrictions or special commitments identified through Environmental Studies that will need to be carried forward for future project development.



Task 5 – Purpose and Need

5.1 Purpose and Need Report

The CONSULTANT shall evaluate conditions and develop a clear and concise statement of purpose and need for the study area, along with goals for the project. The study goals shall be a broad set of desired outcomes for the project. Each goal shall have one or more objectives by which to measure each alternative's ability to meet the goal. The draft Purpose and Need Statement, along with supporting documentation, shall be submitted to the CITY for review and approval. The CONSULTANT shall submit the final Purpose and Need Statement in electronic format to the CITY. The Purpose and Need Statement is subject to change if new information becomes available during this study that would make the statement more accurate and effective. Any modifications shall be completed in coordination with the CITY.

Task 5 Deliverables

- Purpose and Need Statement

Task 6 – Hydrologic and Hydraulic Studies

The proposed project may impact the floodplains of Josey Creek Tributary 1 (JCT 1), Josey Creek Tributary 2 (JCT 2), and Josey Creek Tributary 3 (JCT 3) (flooding sources). The Josey Creek tributaries are included in the FEMA FIS for Oktibbeha County, Mississippi and Incorporated Areas, effective February 17, 2010. Portions of the streams within the project area are designated as a FEMA Special Flood Hazard Area (SFHA), Zone "AE" with a regulatory floodway according to the Flood Insurance Rate Map (FIRM) Number 28105C0152E, effective February 17, 2010.

6.1 Hydrology

The CONSULTANT shall use the peak discharges included in the FEMA Flood Insurance Study (FIS) for the flooding sources. The 25-year design event will be interpolated from the magnitude-frequency relationship from the FIS peak discharges. A detailed hydrologic analysis will not be performed.

6.2 Hydraulic Analysis

The CONSULTANT shall perform a hydraulic study of the flooding sources within the project area. The hydraulic study shall include the following:

- a. Develop a one-dimensional (1D) steady-flow HEC-RAS hydraulic model of the flooding sources. The limits of the models of JCT 1 shall extend from the intersection of MS Hwy 25 and W. Garrard Road upstream to the FEMA Lettered Cross Section "E". The limits of JCT 2 shall extend from its confluents with JCT1 upstream to Reed Road. JCT 3 shall extend from its confluents with JCT1 upstream to Reed Road.
- b. Calibrate the hydraulic model(s) to the 100-year flood profiles published in the FIS for the respective flooding sources.
- c. Perform a floodway analysis using the encroachment stations scaled from the FIRM and the floodway widths published in the Floodway Data Tables of the FIS for each flooding source.
- d. Evaluate post-project conditions for a single alignment for the Hospital Road Extension and single alignment for Stark Road Extension.
- e. Identify and quantify floodplain impacts for each alternative and determine a recommended plan of action for addressing floodplain impacts, if any, moving forward in subsequent project design.
- f. Provide conceptual planning level recommendations for the drainage structures for each of the alternative alignments of Hospital Road and Stark Road Extensions. This does not include detailed preliminary and final hydraulic bridge recommendations,



hydraulic design, scour analysis, or scour and stream instability countermeasure designs, etc.

Task 6 Deliverables:

- Comparison of pre- and post-project hydraulic model results
- Floodplain and floodway mapping; and
- Hydrologic and hydraulic brief technical memorandum of findings and recommendations.

Task 6 – Alternatives Development

6.1 *Compile Existing Survey*

The CONSULTANT shall coordinate with the MDOT, the City of Starkville, and Oktibbeha County to acquire any available surveys near the project area. The CONSULTANT will combine any surveys acquired with available LiDAR data to create a digital terrain model for use in conceptual design.

6.2 *Develop Build Alternatives*

The CONSULTANT shall develop up to two (2) Build alternatives for this study, in addition to a No-Build scenario. The CONSULTANT shall evaluate the traffic operations and make recommendations for geometric improvements. The No-Build shall be designated as Alternate A, and all Alternatives, whether dismissed prior to alternative screening or advanced, shall be named, described, and included in study documentation. The Build alternatives shall detail the locations of all proposed turn lanes, lane layouts, sidewalk layouts, and intersection designs utilizing Complete Street policies. These alternatives shall be presented to the CITY for review and approval.

6.3 *Cost Estimates*

The CONSULTANT shall develop a planning-level cost estimate for each of the two (2) Build alternatives. These cost estimates shall not include any conceptual quantities other than the quantities included in the MDOT's cost estimate tool and square footage of bridge surfaces or box culverts. The cost estimates will be broken down into segments of independent utility.

6.4 *Conceptual Plans*

The CONSULTANT shall develop and submit draft alternatives for two (2) Build alternatives in PDF and Google Earth KMZ format to the CITY for initial review and comment. The two (2) Build alternatives shall be presented as a typical section along with a PDF document on aerial background and Google Earth KMZ files that can be used for a future, more detailed design phase. Three-dimensional GEOPAK design shall be used for the two Build alternatives. The CONSULTANT shall meet with the CITY to review the comments. Once comments are resolved, the CONSULTANT shall develop final alternatives and submit a final set of PDFs and KMZ files.

Task 6 Deliverables

- Cost Estimates
- Typical Sections PDFs
- Alternative PDFs on aerial background
- Google Earth KMZ files



Task 7 Recommended Improvements

7.1 Alternative Screening

Conceptual plans developed in Task 6, showing the established footprint, number of lanes, and intersection locations for each Build Alternative will be used as the basis for alternative screening. The CONSULTANT shall coordinate with the CITY to develop screening measures to be used in the evaluation of the alternatives. The screening measures may include quantitative measures in the areas of traffic performance, environmental impacts, constructability, cost, and any other areas as determined by the CONSULTANT and agreed to by the CITY. The CONSULTANT shall score each alternative against each measure, and the scores will be totaled for each alternative, with the results being provided in matrix format.

Up to two (2) Build alternatives shall be recommended to carry into the National Environmental Policy Act (NEPA) process. The CONSULTANT shall document the reasons for all dismissed alternatives. The CONSULTANT will be required to analyze and recommend segments of independent utility for each of the two (2) Build alternatives.

7.2 Final Report

The CONSULTANT shall deliver a Final Report, which shall present the Recommended Alternative(s) and the No Build Alternative, providing details of the methods of analyses and a summary of stakeholder/agency input utilized to make the recommendation(s). A draft of the report shall be submitted in Microsoft Word format to the CITY for initial review and comment. All comments shall be addressed prior to submitting the final report in PDF format.

Task 8 Field Surveys

8.1 Field Surveys

The CONSULTANT shall obtain the services of a subconsultant to collect surveys necessary to complete the hydraulic design for the project. The surveys include 14 channel cross sections extending 50 feet beyond the top bank as well as surveying three culverts and two bridges along the channel. The surveying and mapping are accomplished by subconsultant staff utilizing a Trimble GPS and Lietz electronic total station complete with data collector for computer plotting of field notes, point coordinates and elevations. Also, the results of the mapping endeavors can be provided on electronic media for use by the CONSULTANT. All surveys are performed with reference to solar azimuth and meet or exceed the minimum requirements stipulated by the Mississippi State Board of Registration for Professional Engineers and Land Surveyors for vertical and horizontal accuracy and precision.

In addition to those obligations set forth in the Agreement, Owner shall:

- 1.1.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.1.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.1.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract



work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.

- 1.1.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.1.5 Pay all plan review and advertising costs in connection with the Project.
- 1.1.6 Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
- 1.1.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management and Meetings	\$26,250.00	LUMP SUM
Traffic And Analysis	\$72,100.00	LUMP SUM
Environmental	\$49,400.00	LUMP SUM
Hydrology and Hydraulics	\$54,610.00	LUMP SUM
Roadway	\$49,000.00	LUMP SUM
Surveys	\$9,800.00	LUMP SUM
TOTAL FEE	\$261,160.00	

The lump sum amount to be paid under this Agreement is \$261,160.00.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about January 1, 2024.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about January 1, 2024.



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



EXHIBIT D
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

City of Starkville
Project No. 22T18200

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Starkville ("**Owner**") and Garver, LLC ("**Garver**"), dated [Insert date] (the "**Agreement**").

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

City of Starkville

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**Agreement
For
Professional Services
City of Starkville
Project No. 21T32110**



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

RECITALS

WHEREAS, Owner intends to design pedestrian improvements at the intersection of Spring Street and MS Highway 12 (the "**Project**").

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

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

1. DEFINITIONS

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

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

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

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

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



3. PAYMENT

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

4. AMENDMENTS

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

5. OWNER'S RESPONSIBILITIES

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



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

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

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

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

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

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

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

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

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

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



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

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

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.
- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



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



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

7. INSURANCE

7.1. Insurance.

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

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

8. DOCUMENTS

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

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

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

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

9.1.2. [Not used]

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

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



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

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

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

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

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

10. DISPUTE RESOLUTION

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

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



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

11. TERMINATION



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

12. MISCELLANEOUS

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



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

13. EXHIBITS

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

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

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

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

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



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

City of Starkville

By: _____

Signature

Name: _____

Printed Name

Title: _____

Mayor, City of Starkville

Date: _____

10/19/2022

Attest: _____

V. Hampton

Garver, LLC

By: _____

Signature

Name: _____

John Cantabery

Printed Name

Title: _____

Senior Project Manager

Date: _____

10/7/2022

Attest: _____

Kery Obit



**EXHIBIT A
(SCOPE OF SERVICES)**

- 1.1 Garver shall provide the following Services:
 - 1.1.1 See attached Appendix A.
- 1.2 In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
 - 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
 - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
 - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
 - 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the Project property.
 - 1.2.6 Pay all plan review and advertising costs in connection with the Project.
 - 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
 - 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveys	\$8,800.00	LUMP SUM
Field Review Plans	\$17,700.00	LUMP SUM
Office Review Plans	\$27,000.00	LUMP SUM
PS&E Submittal	\$17,700.00	LUMP SUM
Bidding Services	\$10,000.00	LUMP SUM
TOTAL FEE	\$81,200.00	

The lump sum amount to be paid under this Agreement is \$81,200.00.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2023.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2023.



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



EXHIBIT D
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

City of Starkville
Project No. 21T32110

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Starkville ("Owner") and Garver, LLC ("Garver"), dated [Insert date] (the "Agreement").

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

City of Starkville

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, GARVER's scope of services will include survey, environmental, design and bidding services per the Project Development Manual for Local Public Agencies for pedestrian improvements at the intersection of Highway 12 and Spring Street.

2.2 Surveys

2.2.1 Design Surveys

Tice Engineering, Inc. (TICE) under a subconsultant agreement with Garver will provide field survey data for designing the project.

TICE will conduct field surveys, office work and research for the project to include production of CAD files for use in design. TICE will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. TICE will establish control points for use during construction.

2.2.2 Property Surveys

No property surveys will be required under this contract.

2.2.2 Field Staking

Prior to the Field Review meeting, critical elements of the project, such as location of pedestrian facilities or proposed edge of asphalt will be marked for review.

2.3 Geotechnical Services

Geotechnical services are excluded from this project.

2.4 Coordination

GARVER will attend the following meetings with the Owner and other agencies:

1. Kick-Off Meeting
2. Field Review Meeting
3. Office Review Meeting
4. Pre-Bid Meeting
5. Bid-Opening

GARVER will prepare exhibits for these meetings when appropriate and provide meeting minutes. As per the Project Development Manual for Local Public Agencies, GARVER will be responsible for producing Field Review and Office Review reports to be submitted to the MDOT District LPA Engineer.

2.5 Kick-Off Meeting

The Kick-Off meeting will be held between GARVER, the Owner and all agencies involved to establish the proposed improvements, design criteria and design standards. GARVER will not begin survey or design until after the kick-off meeting is held.

2.6 Environmental Documentation

Per the Project Development Manual for Local Public Agencies, GARVER will be responsible for preparation of all environmental documents. For this project, a Class II (Categorical Exclusion) will be required. Garver will complete the ENV-160-LPA form, provide a project constraints map and make a site visit. Any other environmental work will be considered additional services.

2.7 Field Review

Upon completion of approximately thirty to fifty percent of the project, a Field Review meeting will be held at the project location with all agencies involved to review the design. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for this submittal.

2.8 Office Review and Final Design (90% and 100% Submittals)

As part of this phase, GARVER will make all revisions from the Field Review meeting and upon 90% completion provide an Office Review set of plans for the Owner and all agencies involved to review. After revising the plans as a result of the Office Review meeting, GARVER will prepare the construction documents as required to advertise for bids. Section 5.4 of the Project Development Manual for Local Public Agencies defines the plan sheets required for this submittal.

2.9 Permits

GARVER will be responsible for obtaining a NPDES MSR-15 permit (stormwater permit) for the project since it will disturb an area larger than one acre, but less than five acres. In order to obtain the NPDES permit coverage, GARVER will be required to produce a Storm Water Pollution Prevention Plan.

2.10 Bidding Services

Bidding services are included for this project.

1. Prepare and submit Advertisement for Bids to Owner to be advertised in newspaper(s) per Mississippi public works law. Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting if necessary.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Prepare construction contracts.
9. Issue a Notice to Proceed to the Contractor.

2.11 Construction Phase Services

No construction phase services will be included under this contract,

2.12 Extra Work

The following items are not included under this agreement but will be considered as Additional Services:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation.
4. Construction Phase Services
5. Construction materials testing.
6. Retaining Walls or other significant structural design.

7. Any electrical or lighting design including street lights.
8. Any environmental work other than those services listed in section 2.6 above.
9. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
10. Services after construction, such as warranty follow-up, operations support, etc.
11. Landscaping Design.
12. Geotechnical Investigations.
13. Property mapping and Right-of-Way/Easement acquisition documents.
14. Cost of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

11. CONSIDERATION OF THE CONSULTING SERVICES CONTRACT FROM DD CONSULTING, LLC FOR THE PARKS PROJECT CURRENTLY UNDER DESIGN INCLUDING MCKEE AND NEEDMORE COMMUNITY CENTER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the consulting services contract from DD Consulting, LLC for the parks project currently under design including McKee and Needmore Community Center” is enumerated, this consent item is thereby approved. Contract follows this page.

12. CONSIDERATION OF THE ACCEPTANCE OF THE LOW BID FOR THE CONSTRUCTION OF LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENTS FROM POWELL CONSTRUCTION SERVICES, INC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the low bid for the Construction of Louisville Street Traffic Signal Improvements from Powell Construction Services, Inc. in the amount of \$250,829.00” is enumerated, this consent item is thereby approved.

Bids Received:	Powell Construction Services, Inc:	\$250,829.00
	Lewis Electric, Inc.:	\$354,037.00
	Webster Electric Co., LLC:	\$472,936.25

13. ACCEPTANCE OF THE SEPTEMBER 2022 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “acceptance of the September 2022 Financial Statements” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF APPROVAL OF FINAL BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the final budget adjustments for fiscal year 2022” is enumerated, this consent item is thereby approved. Budget Adjustments follow the DD Consulting Contract.

15. APPROVAL TO PURCHASE 10 SETS OF LION V-FORCE PBI MAX FIREFIGHTING (TURNOUT GEAR) COATS AND PANTS FROM NAFECO (MS CONTRACT # 8200061254) IN THE AMOUNT OF \$37,690.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase 10 sets of Lion V-Force PBI Max firefighting coat and pants from NAFECO (MS Contract # 8200061254) in the amount of \$37,690.00” is enumerated, this consent item is thereby approved.



DD Consulting LLC
David D'Aquila
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com

AGREEMENT BETWEEN DD CONSULTING, LLC AND CITY OF STARKVILLE, MS

THIS AGREEMENT, made and entered into this 18th day of October 2022, at Starkville, MS by and between the City of Starkville, 110 West Main Street, Starkville, MS 39759, hereinafter called "Owner" and

DD Consulting LLC
David D'Aquila
7546 Woodland Drive
Pass Christian, MS 39571

Hereinafter called "Consultant":

BACKGROUND

1. The Owner is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Owner. (Attachment A & B)
2. The Contractor is agreeable to providing such services to the Owner on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligation set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the Contractor (individually the "Party" and collectively the "Parties" to the Agreement) agree as follows:

SERVICES PROVIDED

1. The Owner hereby agrees to engage the Contractor to provide the following services ("the Services"):

Planning & Review:

1. Provide recreation consulting services to the Owner regarding park development for the parks bond issue based on best practices and use for parks standards and safety.
2. Provide Owner engineering staff with document review, vetting of potential vendor providers and potential value engineering items in different phases of the project.
3. Evaluate equipment, land use and facility improvements provided by architect to ensure development is provided in conjunction with the city's ability to maintain, staff, and provide operations based on best use practices.
4. Work in conjunction with Sports Facility Management (SFM) to determine monetization opportunities through tourism or general use for proposed facilities and ensure proposed improvements account for those opportunities with the appropriate changes prior to bid and installation.
5. Provide stakeholder meetings and input as necessary identified by the Owner to make sure proposed improvements meet both quality of life and sports tourism opportunities.



6. Work as liaison between Owner and SFM to ensure that park improvements and changes fall within the existing scope of work for SFM and improvements that influence existing contract are identified during the design process.

Execution:

1. Consultant to attend requested Owner meetings as requested. Consultant requests seven-day lead time to make appropriate accommodations as necessary but will provide best effort to attend without full notification and shall endeavor to provide options for arrangements (tele-communication, conference call, etc.) if in-person attendance can not occur.
2. Consultant to provide deliverables and back up documentation based on upon agreed time frames as requested by the Owner.

TERM OF THE AGREEMENT

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and remain in full force and effect until the completion of the Services, subject to the date range provided in item 3 in this section, and subject to early termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. If either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.
3. This contract term will be for six (6) months. Beginning November 1, 2022, and continuing through April 30, 2023.
4. If both parties agree, this contract may be extended at the end of the term of agreement.

COMPENSATION

1. The Contractor will charge the Owner for Services at the rate of \$150.00 per hour (the "Compensation") with an anticipated 40 hours per month at a monthly billing rate of \$6,000 per month.
2. Based on the timing of deliverables by other parties, time worked monthly may vary. Based on this, the Contractor will agree "not to exceed" total amount of \$36,000 for the six-month contract and monthly billings may reflect for lack of and influx of work.
3. The Contractor will retain associates that will provide additional resources and input based on experience and knowledge related to the field of parks and recreation. Appendix B outlines potential other associates that may be brought in by the Consultant if needed. Their billing rate will be at \$70.00 and paid through the Consultant.
4. The Owner will be invoiced monthly on the 20th of the month
5. Invoices submitted by the Contractor to the Owner are due within 60 days of receipt.
6. Travel and lodging will be included in the compensation package and not billed separately.

CAPACITY/INDEPENDENT CONTRACTOR

1. Under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. Client does not control the means, methods, or process of work of the Contractor. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term.



The Contractor is responsible for paying, and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

1. All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in writing and delivered to the Parties at the following address:
 - a. City of Starkville
110 West Main Street, Starkville, MS 39759
 - b. DD Consulting, LLC
7546 Woodland Drive, Pass Christian, MS 39571

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

MODIFICATION OF AGREEMENT

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

1. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this agreement except as expressly provided by this Agreement.

ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

TITLES/HEADINGS

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.



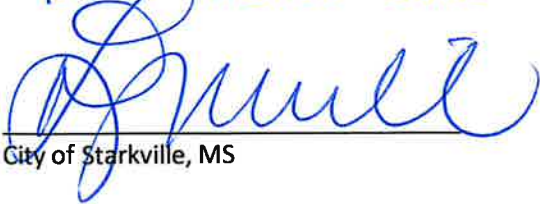
DD Consulting LLC
David D'Aquila
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com

GOVERNING LAW

1. This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this

10th day of October, 2022.



City of Starkville, MS



DD Consulting, LLC



ATTACHMENT A

DD Consulting
David D'Aquila, Certified Parks & Recreation Professional (CPRP)

Certifications:

Certified Parks and Recreation Professional (CPRP) (1995 – 2019, 2021 – Present)
National Incident Management Systems (NIMS) (Levels 100/200/300/400/700/800)

Education & Membership:

Bachelor of Science, Business Administration (Marketing), University of Southern Mississippi, 1989
Master of Education, Adult Education, University of Southern Mississippi, 1993
Former President & Board Member, current member Mississippi Recreation and Parks Association (MRPA)
Former Regional Board Member and current member National Recreation and Parks Association (NRPA)

Professional History

DD Consulting LLC was formed in 2017 after retiring with 28 years' experience in recreation operations, most recently serving the City of Gulfport as the Director of Leisure Services. During his time with the City of Gulfport, David worked on several large construction and programming projects. Including, the original procurement of land, design, and construction of the Gulfport Sportsplex, rebuilding/repairing the city recreation facilities that included the Community Centers destroyed and/or damaged during Hurricane Katrina, numerous parks, and the \$40 million marina and Jones Park renovation. Managed over \$80+ million in construction projects, from design, specifications, construction, and project management including parks and buildings after Hurricane Katrina. Also was tasked with overseeing the operations of a \$7.5 million Leisure Services Department with 10 divisions, the corresponding operating budgets and up to 105 employees, and as many as 150 employees during the summer.

Consulting Experience:

City of Richland, MS: Consultant for the City of Richland to sit on the hiring committee to employ a Parks and Recreation Director and Sports Coordinator. Work with department to evaluate policy and procedure, contracts and establishing a direction for the department to improve program opportunities and participation. (June 2022 – November 2023)

City of Starkville, MS (Cornerstone): Part of the design team with Dalhoff-Thomas, Neel-Schaffer, and Shafer Zahner to provide project management and assist with the design and operations of Cornerstone Sports Complex. A \$23+ million-dollar twelve field baseball/softball complex for the City of Starkville scheduled to open in spring 2023. (September 2019 – present)

City of Hattiesburg, MS (EDA Grant Application): EDA Grant Application for improvements to Tatum Park Soccer Fields. Part of the grant team working to provide a submittal for EDA Grant for synthetic and natural turf soccer field improvements for Tatum Park. (September 2022 – December 2022)

City of Hattiesburg, MS (Tatum Park Masterplan): Lead and completed Conceptual Masterplan for Tatum Park in the City of Hattiesburg. DD Consulting met with park stakeholders, including soccer, baseball, softball, disc golf, tennis, pickleball, cross country to determine best use of space in the park and develop a long-term Master Plan for



build out and the development of the park for the City of Hattiesburg. This project was done in conjunction with Neel-Schaffer Engineering and Sports Turf Maintenance Services. (November 2020 – July 2021)

Lamar County, MS (Comprehensive Plan): Member of the Design Team with Neel-Schaffer on the Lamar County Comprehensive Plan. Scope of work includes facility visits and inspections, determine sports and activities through effective communication and public involvement strategies, provide funding strategies for construction, operation, and maintenance for recreation facilities, and recommendations for creating advisory board for Lamar County. (January 2019 – January 2022)

City of Hernando, MS (Feasibility Study & Business Plan): Member of design team with Neel-Schaffer, and the University of Southern Mississippi Department of Economic Development and Hospitality & Tourism to provide a Feasibility Study & Business Plan for Recreation Facilities and Sports Tournaments for the City of Hernando. (November 2019 – October 2020)

City of Pascagoula, MS (Flagship Park): Member of design team with BMA Engineering team for the Pascagoula Flagship Park Project, a \$10+ million land acquisition, complete facility demolition and facility construction project inclusive of a seven-field baseball/softball complex for the City of Pascagoula. (August 2017 – April 2020)

Gulfport, MS (Gulfport Sportsplex):

The Gulfport Sportsplex is a premiere 250-acre complex with nine-terraced baseball/softball fields with hybrid sand-based turf, crimson stone infields, six-synthetic turf fields scoring towers, six international sized soccer fields and control centers with concessions, restrooms, pavilions, meeting rooms, storage rooms and Gulf Islands Waterpark Lease. Under his management, the facility hosted 2,000+ teams annually and operated 30 – 42 weekends since its inception. From 2001 through 2016, the Gulfport Sportsplex generated an estimated \$83 million in Economic Impact and approximately 199,000 hotel room nights.

As the Assistant Director, reviewed plans and designs, specifications, and contract documents, supervised the \$9.6 million budget, which included land procurement and construction for the Gulfport Sportsplex. After completion, from 2000 through the 2016 contract award for park expansion, responsible for capital improvements, budget, operations, and maintenance supervision. As Director in Phase III, developed the concept and parameters for the expansion and use of synthetic field turf, safety fencing and LED lighting systems. Reviewed plans and designs, specifications, and construction budget. Responsible for construction contract development through award. Responsible for operations of Phase I and II which included the original fields in Phase I and II. As Director, prepared the documents and concepts for approval of the 6 field synthetic expansions and 2 field soccer expansion working with engineers and architects.

City of Gulfport, MS: (Jones Park & Gulfport Municipal Marina) The \$40,000,000 park renovation for Jones Park and the Gulfport Municipal Marina is located on 60 acres of waterfront property located at the intersection of Highway 90 and Highway 49. Following Hurricane Katrina, the Marina and Jones Park were rebuilt using multiple funding sources from FEMA, Mississippi Development Authority Funding, Donations, State Grants (CIAP/Tidelands) to Gulfport Capital Funds. As the Director of Leisure Services, reviewed plans and designs, specifications and contract documents, supervised budget for construction. Responsibilities included coordination with General Contractors, Engineers, Architects and multiple sub-contractors and City workers. This project included multiple phases under construction concurrently. Upon completion supervised the \$1.1 million operations and maintenance budget.



*DD Consulting LLC
David D'Aquila
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D.D.Consulting@outlook.com*

The facility includes walking trail, boat launch ramps and boat-trailer parking, 28,000 square foot Barksdale Pavilion, Leo Seal Pavilion, Harbor Master Building, Main Concert Pavilion, Splashpad, Fuel Dock, Bait Shop Lease, Playground Area and 319 slip Marina capable of handling vessels from 18' to 140'. Also managed 30 -40 Special Events held annually after completion, including the \$2.5 million dollar Gulfport Harbor Lights Winter Festival.

City of Gulfport, MS (Gulfport Harbor Lights Winter Festival): Co-Created and managed the development and operation of the Gulfport Harbor Lights Winter Festival for the first two years of operations. The Winter Festival is a one-month Christmas Light Show with a \$440,000 operating budget and \$2,500,000 capital investment with 70,000+ guests annually.

Plan Development and Special Projects:

City of Richland -Consultant (June 2022 – November 2022)

Cornerstone Sports Complex (September 2019 – present),

Tatum Park Conceptual Plan (November 2020 – July 2021)

City of Hattiesburg Grant Team Application for EDA grant for Tatum Park (September 2021-December 2021)

Lamar County Comprehensive Plan (2019 – January 2022).

Hernando Feasibility Study & Business Plan for Recreation Facilities and Sports Tourism (November 2019 – October 2020),

Pascagoula Sportsplex (2017 – 2020)

Jones Park/Gulfport Marina (2005 – 2017)

Gulfport Harbor Lights Winter Festival (2016 – 2017)

Gulfport Sportsplex (1996 – 2017)

Go Coast 2020 Sub-Committee Chair Youth Sports for the Go Coast 2020 Governor's Report on Tourism (2012)

Adjunct instructor University of Southern Mississippi (2005 – 2010) for the School of Human Performance and Recreation in HPR 200, 490 and 424, which included Application, Sports Management, and Community Recreation Resources

Gulfport Harbor Master Plan (1997)

Gulfport Master Plan Parks and Recreation (1995 & 2000)

Strategic Plan for Mississippi Recreation and Parks Association (MRPA) (1995)

Long Beach Master Plan (1995)



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David D'Aquila
7546 Woodland Drive, Pass Christian, MS 39571
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ATTACHMENT B

SportsTurf Maintenance Services
Kenneth Edwards, Certified Sports Field Manager (CSFM)
114 Reservation Drive, Gulfport, MS 39503
Kedwa37326@aol.com
228-223-7016

Mission Statement: To advance professionalism in sports field, grounds management and safety through education, awareness programs and industry development. To collect and disseminate scientific, educational, and applied knowledge to those persons engaged in or concerned with the construction, maintenance and use of sports fields and recreational facilities for superior playing conditions.

Services Provided: Consultant to architects, designers, contractors, management companies, distributors, and manufacturers; providing oversight, plan and specifications review, maintenance planning, construction management, and team maintenance task development and training. Advisor to facility/turf managers seeking Sports Field Management Association (SFMA) certification designation as Certified Sports Field Manager (CSFM). Attester for municipalities and sports facilities seeking SFMA Environmental Facility Certification (EFC).

Qualifications:

U.S. Army (Retired) Senior Training Developer
25 Years' experience in SportsTurf maintenance and Facility management.
B.S. Business Admin, Park College, Parkville, MO
Associate of Science, Agronomy, Sports Turf MGT, MGCCC, Perkinston, MS

Certifications/Training:

Sports Field Management Association (SFMA), Certified Sports Field Manager (CSFM),
Certified Pesticide Applicator, Bureau of Plant Industry, MS
Certified Landscape Professional (CLP), NALP
Playground Safety Inspector Training, National Recreation and Park Association

Industry Achievements:

SFMA National Sports Field of the Year Award (Softball Category, Gulfport SportsPlex)
SFMA Environmental Facility Certification (Gulfport SportsPlex)

Professional Associations:

Member, Mississippi Turfgrass Association, (Past President)
Member, Deep South Turf Expo, (Past President)
Member, Sports Field Management Association, (Scholarship Committee Chairman)



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Recent Consulting Projects:

City of Memphis, TN, Soccer Field Construction
City of Hattiesburg, MS, Master Plan for Tatum Park
City of Pascagoula, MS, New construction
City of Laurel, MS, Maintenance Planning
Harrison County, MS, Parks Department, Maintenance Planning
City of Starkville, MS, New construction

Talks and Presentations:

As a nationally certified sports field manager, Ken Edwards, CSFM is aptly knowledgeable and experienced to give talks on all topics related to sports field maintenance and management. Most common areas of interest include:

Developing Efficient Strategies For Managing High Use Sports Fields, Dealing With Rain, Development of Athletic Field Management Plans and Programs, and Sports Field Renovations.

Most recent presentation audiences include: Alabama Turfgrass Association, Mississippi Turfgrass Association, Deep South Turf Expo, Louisiana Turfgrass Association and Mississippi State University Turf Seminar.

Sports Field Maintenance Training:

Training programs are offered for grounds staff, facility managers, public works, park directors and private sports organization volunteers responsible for the upkeep of sports fields. Areas of training include Best Management Practices (BMPs) for natural grass, synthetic turf, infield maintenance, soil composition and preparation, field layout, and painting.

Training has been provided to the grounds staff of The City of Laurel, MS. Parks and Recreation Department, City of Mobile, AL., Parks and Recreation Department, The City of Gulfport, MS., SportsPlex Staff, and The City of Gulf Shores, AL., Parks and Recreation Department.

Facility Environmental Certification:

Conducts extensive sports facility site evaluations in 10 key areas to prepare for the Facility Environmental Certification process. Key areas: Storm water management, Fertilization, Pesticides/IPM, Recycling, Composting, Mowing, Energy Conservation, Shop buildings and Storage areas, Irrigation and water quality testing, and Educational Outreach Programs.

Facilities attested and certified; The Gulfport SportsPlex, Gulfport, MS., Laurel Sports Complex, Laurel, MS., Gulf Shores Sports Complex, Gulf Shores, AL.

CSFM Certifications:

Provides preparatory training and instruction related to the CSFM Exam and the successful achievement of the prestigious CSFM designation. Areas of instruction: Agronomics, Pest management, Administration, and Sports-Specific Field Management – Field design, layout, dimensions, lining/markings, maintenance, playability and aesthetics.

Turf managers achieving the CSFM designation; Elvin Ulmer, CSFM, City of Laurel, MS., and Shane Johnson, CSFM, City of Madison, MS.



Brittany Dyess
20437 Lennis Cuevas Road
Saucier, MS 39574

Education & Membership:

Bachelor of Science, Human Performance and Recreation in Physical Education (2006)
Master Recreation Administration with an emphasis in Community and Campus Recreation (2009)
Current member Mississippi Recreation and Parks Association (MRPA)

Professional History

Managed Special Events for City of Gulfport, MS - Fourteen years, Experience in developing and implementing contractual events as well as development of events for Jones Park and other city venues. This includes regularly scheduled activities and programs along with additional 40 special events annually. Special events are defined as one full day or numerous days extended events with attendance that may number in the several hundred to several thousand participants and visitors.

Managed nine community centers – Ten years' experience for community/recreation facilities and supervisory responsibilities for 20+ full time and part time employees. Management for facility, staff, and events.

Overall management responsibilities include:

1. City department coordination
2. Vendor recruitment, contract management and coordination
3. Recruitment, scheduling and background check on volunteers
4. Coordination and contracts for events for profit and non-profit organizations
5. Manage event budget for city events and handle invoicing and billing for outside agency events
6. Supervise and oversee event layout, including utility installation/relocation as necessary.
7. Managed all staffing and scheduling for city labor for events.
8. Events were provided for youth, adult, senior and persons with disabilities opportunities.



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**George Manemann
Customer Service and Hospitality Development
1161 Lafayette Street, Biloxi, MS 39530
gmanemann@gmail.com
228-669-4734**

Qualifications:

- United States Air Force (Retired) Superintendent of Career Training and Staff Development
- 43 years of experience in managerial, supervisory, and customer service/hospitality training
- 15 years as lead instructor in classroom training for communication operations and maintenance
- 10 years as Training Manager and Customer Service Liaison for Grand Casino Mississippi properties including Grand Biloxi, Grand Gulfport, Grand Tunica, and the Gulf Coast Corporate Offices
- 16 years of municipal function management for the Cities of Gulfport (MS) and St. Petersburg (FL)
- Associate in Arts, Instructional Technology, Community College of the Air Force

Background:

- Harbormaster and Manager for the City of Gulfport Municipal Marina
 - Managing the City's enterprise fund and function for all events and programs taking place inside of Jones Park and within the boundaries of the Municipal Marina.
 - Consulting with the architects and designers of the Jones Park (Gulfport) rebuild project post-Katrina.
 - Liaising with the United States Coast Guard and other local, state and federal agencies responsible for the safety and effective use of coastal Marina waters.
 - Effectively operating and implementing the highest and best use of City-owned equipment, facilities, and land.
 - Managed the selection, supervision, training, and evaluation of Jones Park and Municipal Marina staff members with an emphasis in hospitality and customer service.
 - Developed and oversaw policies and procedures, rate plans, regulations, operations manuals and procedures, safety plans, hazardous materials plans, training plans, and Clean Marina programs and practices.
 - Planned and coordinated special events and established event committees.
 - Worked with and managed event employees and volunteers for effective delivery of program services.
 - Administered procedures regulations within the Jones Park and Municipal Marina areas to ensure compliance with local and state directives.
 - Reviewed special cases involving potential violations and complaints and resolution of same.
 - Interacted with citizens and staff regarding proposed development and proper utilization of Marina water areas, Marina land and pier structures, and facilities within Jones Park.



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- **Marina Manager for the City of St. Petersburg, FL**
 - Managed the marina's enterprise function for fuel sales, special events, and marina revenue.
 - Managed the day-to-day marina operation and functions of 16 direct-report city employees.
 - Coordinated all capital improvements to the property's piers, wharfs, and other infrastructure.
 - Oversaw and coordinated the construction of a new 65-slip, \$2.8M tenant pier.
 - Performed as the Marina and Park on-site liaison for the annual and internationally acclaimed Honda and Firestone Grand Prix Series.
 - Coordinated with the City's Parks Division in bringing numerous special events to the City's "Demens Landing" Park including music festivals and outdoor theater performances.
- **Training Manager for Grand Casinos Mississippi**
 - Audited, organized, created, and presented job skills, leadership, and HR training programs for 15 hospitality departments including nine restaurants, two hotels, a full-service spa, and the casino floor including table games, security, and slot operations.
 - Provided leadership training for Grand Casino Biloxi, Gulfport, and Caesars Entertainment Corporate Offices.
- **Superintendent of Training at Keesler Air Force Base**
 - Managed and rated the instructional activities and career advancement of 28 direct reports ranging from mid-level enlisted members to GS-12 civilian employees.
 - Developed, authored, and published a 3-volume career development course (CDC) for advancing job and technical skills in the field of Communications & Information Technology; used by 7,000 members worldwide for career upgrade and promotion.



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance (formerly BXS Insurance) 2909 13th Street, 4th Floor Gulfport MS 39501 License#: PC-1092395 DDCONSU-01		CONTACT NAME: Jackie Hoda PHONE (A/C, No, Ext): 12285636140 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: jackie.hoda@bksi.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Indemnity Company of CT	25682
		INSURER B: ACE Fire Underwriters Insurance Company	20702
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 171243508		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			68G9N1687432242	9/15/2022	9/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof Liability			EONMSF158700592003	9/15/2022	9/15/2023	\$1,000,000 \$1,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured when required by written contract form CG1050494 on General Liability

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2021-2022	2021-2022	001-000-222-020	BUILDING PERMITS	-165,000.00	-31,663.00	-196,663.00
		001-000-330-135	COURT CLERK SETTLEMENT	0.00	-98,393.00	-98,393.00
		001-000-330-182	TRAFFIC COURT & FINES	-400,000.00	-2,769.00	-402,769.00
		001-000-340-600	INTEREST (BANK, ETC)	-30,000.00	-690.00	-30,690.00
		001-000-350-619	SALARY REIMB-STK UTILITIES	-125,000.00	-13,825.00	-138,825.00
		001-100-400-100	SALARY-ALDERMEN	138,000.00	4,360.00	142,360.00
		001-100-604-330	COMMUNICATIONS	7,250.00	-2,922.00	4,328.00
		001-100-610-350	TRAVEL / TRAINING	9,000.00	-1,438.00	7,562.00
		001-120-400-101	SALARY-MAYOR	75,000.00	4,844.00	79,844.00
		001-120-430-107	HOURLY - CLERICAL	38,608.00	1,975.00	40,583.00
		001-120-450-125	OVERTIME	100.00	3.00	103.00
		001-120-460-130	RETIREMENT CONTRIBUTIONS	19,800.00	1,172.00	20,972.00
		001-120-470-131	SOCIAL SECURITY CONTRIBUTION	8,600.00	521.00	9,121.00
		001-120-480-133	HOSPITAL INSURANCE	10,800.00	21.00	10,821.00
		001-120-600-300	PROFESSIONAL SERVICES	119,000.00	-8,536.00	110,464.00
		001-123-430-107	IT TECH/SUPPORT	187,247.00	-14,353.00	172,894.00
		001-123-501-200	SUPPLIES	500.00	-500.00	0.00
		001-123-600-300	WEB SITE SVCS, SOFTWARE	47,000.00	22,262.00	69,262.00
		001-123-918-805	EQUIPMENT & PYMTS	30,000.00	1,431.00	31,431.00
		001-169-600-302	CITY ATTORNEY GENERAL	125,000.00	2,143.00	127,143.00
		001-169-600-309	LEGAL EXPENSES	15,000.00	378.00	15,378.00
		001-169-600-312	CITY ATTORNEY LITIGATION	75,000.00	248.00	75,248.00
		001-180-691-505	PERSONNEL / KRONOS SYSTEM	35,000.00	4,985.00	39,985.00
		001-190-600-300	PROF. SVCS	5,000.00	-700.00	4,300.00
		001-190-918-807	OFFICE EQUIPMENT/SOFTWARE	23,305.00	700.00	24,005.00
		001-192-510-204	CITY HALL VEHICLE EXPENSES	500.00	-319.00	181.00
		001-192-600-338	CONTRACT SERVICES	27,500.00	1,009.00	28,509.00
		001-195-690-454	ORD 91-1 CONTRIBUTIONS	20,000.00	-6,501.00	13,499.00
		001-195-702-455	MS CODE ANNOTATED 17-3-1	2,000.00	-1,650.00	350.00
		001-195-900-803	LIBRARY CAPITAL IMPROVEMENTS	20,000.00	-4,357.00	15,643.00
		001-195-951-953	TRANSFER AIRPORT COST SHARE	24,833.00	-7,982.00	16,851.00
		001-195-951-970	TRANS TO COMPUTER ASSESSME	0.00	27,471.00	27,471.00
		001-195-951-974	TRANSFER TO RESTRICTED POLICE	0.00	24,682.00	24,682.00
		001-196-630-425	REPAIRS MAINT/MLK/182	12,000.00	-414.00	11,586.00
		001-196-631-402	ODDFELLOW MAINTENANCE/REP	20,000.00	414.00	20,414.00
		001-201-420-105	POLICE MANAGEMENT	473,460.00	36,105.00	509,565.00
		001-201-450-125	OVERTIME	436,600.00	39,808.00	476,408.00
		001-201-501-200	OFFICE SUPPLIES	14,000.00	-370.00	13,630.00
		001-201-630-360	VEHICLE REPAIRS & MAINTENANC	140,000.00	6,946.00	146,946.00
		001-201-918-805	EQUIPMENT & SOFTWARE	50,000.00	1,678.00	51,678.00
		001-246-430-107	HOURLY - CODE ENFORCEMENT	75,140.00	2,689.00	77,829.00
		001-246-460-130	RETIREMENT CONTRIBUTIONS	12,870.00	3,040.00	15,910.00
		001-246-470-131	SOCIAL SECURITY CONTRIBUTION	5,600.00	826.00	6,426.00
		001-246-535-233	UNIFORMS - CODE ENFORCEMEN	750.00	-162.00	588.00
		001-246-600-300	PROFESSIONAL SERVICES	1,000.00	-813.00	187.00
		001-254-420-103	STAFF SALARIES	91,730.00	2,203.00	93,933.00
		001-254-450-125	OVERTIME	20,000.00	4,419.00	24,419.00
		001-254-460-130	RETIREMENT CONTRIBUTIONS	19,000.00	1,593.00	20,593.00
		001-254-470-131	SOCIAL SECURITY CONTRIBUTION	8,500.00	431.00	8,931.00
		001-261-558-269	BUILDING MAINTENANCE	55,000.00	-13,455.00	41,545.00
		001-261-740-565	FIRE STATION UPGRADES	61,922.00	10,000.00	71,922.00
		001-261-820-876	BANKFIRST 2022 DURANGO	0.00	3,455.00	3,455.00
		001-281-420-105	PAYROLL - BUILDING OFFICIALS	115,570.00	2,348.00	117,918.00
		001-281-600-323	DEBRIS REMOVAL/DEMOLITION	75,000.00	-2,348.00	72,652.00
		001-301-420-105	SALARY-MANAGEMENT	125,900.00	-24,699.00	101,201.00
		001-301-565-272	STREETS SIGNS & PAINT	46,500.00	8,627.00	55,127.00
		001-301-625-380	UTILITIES/STREET LIGHTING	420,000.00	16,072.00	436,072.00
		001-360-450-125	OVERTIME	1,000.00	1,605.00	2,605.00

Budget Adjustment Register

Packet: GLPKT16661 - Auto Process - GL Budget Adjustment

001-360-525-231	GAS & OIL	2,000.00	-801.00	1,199.00
001-360-535-233	UNIFORMS	1,000.00	-337.00	663.00
001-360-555-250	SUPPLIES & SMALL TOOLS	3,000.00	-402.00	2,598.00
001-360-620-370	INSURANCE	3,300.00	-65.00	3,235.00
001-550-525-231	GAS & OIL	3,390.54	566.00	3,956.54
001-550-600-297	MANAGEMENT EXPENSE REIMBU	1,028,524.50	94,369.00	1,122,893.50
001-553-600-296	MANAGEMENT FEE	288,000.00	-17,799.00	270,201.00
001-800-830-840	CITY HALL PROJECT INTEREST	143,300.00	-77,136.00	66,164.00
002-000-380-001	TRANSFER FROM GENERAL FUND	0.00	-126.00	-126.00
002-251-610-350	TRAVEL & TRAINING	0.00	126.00	126.00
015-505-525-232	100LL AV GAS PURCHASED	267,500.00	-14,241.00	253,259.00
015-505-610-350	TRAVEL/CONFERENCE	2,000.00	1,730.00	3,730.00
015-505-620-370	INSURANCE	29,500.00	5,428.00	34,928.00
015-505-625-380	UTILITIES	20,000.00	2,179.00	22,179.00
015-505-630-400	EQUIPMENT REPAIR & MAINTENA	20,000.00	4,904.00	24,904.00
016-000-260-630	3-28-0068-028-2022 AIP GRANT	0.00	-502,054.00	-502,054.00
016-515-730-655	3-28-0068-028-2022 AIP GRANT	0.00	502,054.00	502,054.00
022-000-359-627	SANITATION FEES	-2,988,000.00	-18,585.00	-3,006,585.00
022-322-410-104	SALARY-DEPARTMENT HEAD	75,885.00	-21,055.00	54,830.00
022-322-450-125	OVERTIME	50,000.00	-4,196.00	45,804.00
022-322-555-250	SUPPLIES & SMALL TOOLS	12,000.00	1,298.00	13,298.00
022-322-600-379	LANDFILL FEES	430,000.00	11,828.00	441,828.00
022-322-820-871	2021 REAR LOADER TRUCK	58,000.00	14,500.00	72,500.00
022-322-820-872	SWEEPER 2017	44,925.00	3,742.00	48,667.00
022-322-820-873	2021 TRACTOR & CUTTER	23,817.00	5,952.00	29,769.00
022-322-820-877	BANKFIRST 2022 KUBOTA TRACTO	0.00	6,516.00	6,516.00
303-600-600-330	IND PARK CONSTRUCTION	400,000.00	24,248.00	424,248.00
303-600-990-990	ENDING FUND	260,000.00	-24,248.00	235,752.00
311-000-230-045	PROCEEDS FROM STATE - MAIN ST	0.00	-118,190.00	-118,190.00
311-656-600-300	PROFESSIONAL SERVICE/ARCHITE	0.00	118,190.00	118,190.00
375-000-260-084	TOURISM TAX - 1%	-1,292,500.00	-39,416.00	-1,331,916.00
375-551-907-943	CAPITAL PURCHASES	0.00	39,416.00	39,416.00
2021-2022 Total:		1,511,227.04	0.00	1,511,227.04
Grand Total:		1,511,227.04	0.00	1,511,227.04



Starkville Utilities – Electric Division
Budget Year 2022 (10/2021-9/2022) Amendment

	Current Budget	Amendments	Amended Budget
<u>Revenues</u>			
100 Electric Sales	41,375,000	2,387,152	43,762,152
110 Forfeited Customer Discounts	250,000		250,000
111 Misc. Service Revenue	250,000		250,000
112 Interest Income	15,000		15,000
120 Rent from Electric Property	315,000		315,000
130 Water Sewer Reimbursement	1,000,000		1,000,000
131 Sanitation Reimbursement	75,000		75,000
132 City Reimbursement for Lights	10,000		10,000
Other Revenue	1,915,000	-	1,915,000
Total Revenue	43,290,000	2,387,152	45,677,152

Expenses

150 Purchased Power Expense	32,300,000	3,737,574	36,037,574
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Payroll Expenses

200 Employee Salaries	2,035,300	(149,000)	1,886,300
201 Employee Overtime	120,000		120,000
202 Employer Contributions - State Retirement	375,023	(25,926)	349,097
203 Employer Contributions - Social Security	164,880	(11,399)	153,482
204 Employer Contributions - Group Insurance	185,000		185,000
205 Payroll Expense from Other Departments	60,000		60,000
Total Payroll Expenses	2,940,203	(186,325)	2,753,879

Operating Expenses

300 City Administrative Cost Reimbursement	135,000		135,000
302 Billing Services	325,000		325,000
303 Contract Services	482,000	(19,775)	462,225
305 Insurance	240,000		240,000
306 Communications	90,000		90,000
307 Office Supplies	85,000		85,000
308 Safety Supplies	25,000		25,000
309 Uniforms	30,000		30,000
310 Utilities	15,000		15,000
311 Travel & Training	45,000		45,000
312 Dues	50,000		50,000
314 Collection & Bank Fees	15,000		15,000
315 Postage	8,000		8,000
316 Advertising	6,000		6,000
318 Miscellaneous	10,000		10,000
Total Operating Expenses	1,561,000	(19,775)	1,541,225



Starkville Utilities – Electric Division
Budget Year 2022 (10/2021-9/2022) Amendment

	<u>Current Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>
<u>Maintenance Expense</u>			
400 Expensed Materials & Supplies	275,000	(50,000)	225,000
401 ROW Clearing	370,000	(100,000)	270,000
403 Gas & Fuel Expense	150,000		150,000
404 Equipment Repairs & Maintenance	160,000	(14,165)	145,835
405 Substation Repairs & Supplies	40,000		40,000
406 Building Repairs & Maintenance	85,000	50,000	135,000
407 General Maintenance	50,000	(50,000)	-
Total Maintenance Expenses	1,130,000	(164,165)	965,835
<u>Capital Expense</u>			
500 Capitalized Materials & Supplies	800,000		800,000
501 Asset Purchases - Building & Grounds	800,000		800,000
502 Asset Purchases - Equipment & Vehicles	198,000		198,000
503 Capital Projects & Construction	1,475,000		1,475,000
Total Capital Expenses	3,273,000	-	3,273,000
<u>Debt Expenses</u>			
600 Interest Expense on LTD	154,813		154,813
601 Principal Paid on LTD	470,000		470,000
Total Debt Expenses	624,813	-	624,813
700 Tax Equivalency	1,365,000		1,365,000
Total Expenses	43,194,016	3,367,310	46,561,326
Total Revenue Over Expenses	95,984	(980,158)	(884,174)
<u>503 Capital Projects (Net of Long-Term Debt Funding) - #503 Detail</u>			
Capital Projects - Substation	1,400,000		1,400,000
Capital Projects - Distribution	25,000		25,000
Capital Projects - Street Lighting	50,000		50,000
Total	1,475,000	-	1,475,000



Starkville Utilities – Water & Sewer Division
Budget Year 2022 (10/2021-9/2022) Amendment

		Current Budget	Amendments	Amended Budget
<u>Revenues</u>				
100	Water Sales Revenue	\$ 4,500,000		\$ 4,500,000
101	Sewer Sales Revenue	3,500,000		3,500,000
	Total Sales Revenue	\$ 8,000,000	\$ -	\$ 8,000,000
110	Forfeited Customer Discounts	100,000		100,000
111	Misc. Service Revenue	50,000		50,000
112	Interest Income	5,000		5,000
113	Tap Fees	150,000		150,000
114	Tower Lease	368,166		368,166
116	Wastewater Revenue	40,000		40,000
117	Federal & State Grant Revenue	932,183		932,183
	Total Other Revenue	\$ 1,645,349	\$ -	\$ 1,645,349
	Total Revenue	\$ 9,645,349	\$ -	\$ 9,645,349
<u>Expenses</u>				
<u>Payroll Expenses</u>				
200	Employee Wages	\$ 1,185,000		\$ 1,185,000
201	Employee Overtime	120,000		120,000
202	Employer Contribution - Retirement	227,070	-	227,070
203	Employer Contribution - Social Security	99,833	-	99,833
204	Employer Contribution - Insurance	140,000		140,000
205	Payroll Expense from Other Departments	650,000		650,000
	Total Payroll Expenses	\$ 2,421,903	\$ -	\$ 2,421,903
<u>Operating Expenses</u>				
300	City Administrative Costs	\$ 75,000		\$ 75,000
301	Rental Allocation to Electric Dept	160,000		160,000
302	Billing Services	150,000		150,000
303	Contract Services	255,000		255,000
304	Water Quality Analysis	40,000		40,000
305	Insurance	70,000		70,000
306	Communications	50,000		50,000
307	Office Supplies	35,000		35,000
309	Uniforms	20,000		20,000
310	Utilities	950,000		950,000
311	Travel & Training	10,000		10,000
312	Dues	5,000		5,000
316	Advertising	5,000		5,000
318	Miscellaneous	10,000		10,000
	Total Operating Expenses	\$ 1,835,000	\$ -	\$ 1,835,000



**Starkville Utilities – Water & Sewer Division
Budget Year 2022 (10/2021-9/2022) Amendment**

	Current Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>			
400 Expensed Materials & Supplies	\$ 800,000		\$ 800,000
401 Chemicals	160,000		160,000
403 Gas & Fuel Expense	80,000		80,000
404 Equipment Repairs & Maintenance	550,000	(69,320)	480,680
405 Infrastructure Repairs & Maintenance	500,000		500,000
406 Building Repairs & Maintenance	200,000		200,000
408 Tank & Well Maintenance	80,000		80,000
410 Remote Pump Station Maintenance	40,000		40,000
Total Maintenance Expenses	\$ 2,410,000	\$ (69,320)	\$ 2,340,680
<u>Capital Expense</u>			
501 Asset Purchases - Building & Grounds	\$ 25,000		\$ 25,000
502 Asset Purchases - Equipment & Vehicles	150,000		150,000
503 Capital Projects & Construction	2,559,015		2,559,015
Total Capital Expenses	\$ 2,734,015	\$ -	\$ 2,734,015
<u>Debt Expenses</u>			
600 Interest Expense on Long-term Debt	\$ 420,637		\$ 420,637
601 Principal Paid on Long-term Debt	1,080,751	69,320	1,150,071
Total Debt Expenses	\$ 1,501,388	\$ 69,320	\$ 1,570,708
Total Expenses	\$ 10,902,306	\$ -	\$ 10,902,306
Total Revenues Over Expenses	\$ (1,256,957)	\$ -	\$ (1,256,957)
<u>Capital Expense (Net of Long-Term Debt Funding) - #503 Detail</u>			
503C Green Oaks Phase 1 & 2 Sewer Rehab	\$ 700,000		700,000
503D Trim Cane Lift Station Rehab	26,000		26,000
503E Babylon Road Sewer Rehab	650,000		650,000
503F Green Oaks South/Rolling Hills Sewer Rehab	1,000,000		1,000,000
503I Main Street Water Line Replacement	200,000		200,000
503R Major Construction and Rehab Work	550,000		550,000
Total	\$ 3,126,000	\$ -	\$ 3,126,000
Less: Debt Funding Capital Projects	(566,985)		(566,985)
Capital Expense Net of Long-Term Debt	\$ 2,559,015	\$ -	\$ 2,559,015

16. CONSIDERATION FOR CHIEF CHARLES YARBROUGH, B.C. ROOSEVELT HARRIS AND B.C. JEROME CLARK TO TRAVEL TO HATTIESBURG, MS TO ATTEND THE 2022 MID-WINTER FIRE CHIEFS CONFERENCE DECEMBER 6 - 8, 2022 AT A NOT TO EXCEED ADVANCE TOTAL COST OF \$3,000 (HOTEL, MEALS, REGISTRATION AND TRAVEL).

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Chief Charles Yarbrough, B.C. Roosevelt Harris and B.C. Jerome Clark to travel to Hattiesburg, MS to attend the 2022 Mid-Winter Fire Chiefs Conference @ Lake Terrance Convention Center on December 6 - 8, 2022 at an approximate cost of \$3,000” is enumerated, this consent item is thereby approved.

17. CONSIDERATION FOR BRIAN ARNETT TO TRAVEL TO GULFPORT, MS TO ATTEND THE 2022 TRAINING CHIEFS CONFERENCE NOVEMBER 2 - 4, 2022 AT A NOT TO EXCEED ADVANCE TOTAL COST OF \$800.00 (MEALS, HOTEL, AND CONFERENCE REGISTRATION).

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Brian Arnett to travel to Gulfport, MS to attend the 2022 Training Chiefs Conference at the Courtyard Marriott on November 2 - 4, 2022 at an approximate cost of \$800.00” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE BRIAN ARNETT AS A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Brian Arnett as a Training Chief in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE RONALD EVANS AND ANDY MOORE AS WATER TECHNICIANS FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Ronald Evans and Andy Moore as a Water Technicians for the Utilities Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE SUBRINA PHIPPS AS AN EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Subrina Phipps as an Executive Administrative Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE AUBREY GANN AS A PART TIME ENGINEERING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Aubrey Gann as an Engineering Intern in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO HIRE JESSLYN GRAY AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Jesslyn Gray as a Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Dustin Evans as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO HIRE BRANDON HUDSON, CAMERON JOHNSON AND JOSH REED AS MAINTENANCE WORKERS II IN THE STREET DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Brandon Hudson, Cameron Johnson and Josh Reed as Maintenance Workers II in the Street Department” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO HIRE WILLIAM FENIMORE AND JACOB VARGO AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire William Fenimore and Jacob Vargo as Entry Level Firefighters” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase John Deere Gator Turf TX (State Contract 8200061319) in place of the John Deere Gator TX (state contract 8200055711) approved March 1, 2022, at an additional cost of \$1,273.85” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO PURCHASE (SWAT GEAR) BULLET PROOF HELMETS FROM UNITED SHIELD INTERNATIONAL LOWEST QUOTE OF \$705 EACH, OVER THE HEAD HEARING PROTECTION WITH TACTICAL COMMUNICATION CAPABILITY FROM TNVC, INC AT LOWEST QUOTE OF \$944.10 EACH, AND LONG-TERM GAS MASKS FROM ACCURATE LAW ENFORCEMENT LOWEST QUOTE OF \$499.80 FOR A TOTAL OF \$25,786.71 OF WHICH \$24,500.00 TO BE REIMBURSED BY THE FY23 22LE347 HOMELAND SECURITY GRANT AND THE REMAINING TO BE PAID FROM POLICE SUPPLIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of to purchase (swat gear) bullet proof helmets from United Shield International lowest quote of \$705 each, over the head hearing protection with tactical communication capability from TNVC, Inc at lowest quote of \$944.10 each, and long-

term gas masks from Accurate Law Enforcement lowest quote of \$499.80 for a total of \$25,786.71 of which \$24,500.00 to be reimbursed by the fy23 22le347 Homeland Security Grant and the remaining to be paid from police supplies” is enumerated, this consent item is thereby approved.

Quotes Received:

United Shield International -----	12 Special Ops helmets @ \$705.00 ea. -----	\$ 8,460.00 + shipping
Gall’s -----	12 Special Ops helmets @ \$977.50 ea. -----	\$11,730.00
TNVC INC. -----	12 ops-core headsets @ \$944.10 ea. -----	\$11,329.16
RTS Tactical -----	12 ops-core headsets @ \$1,179.95 ea. -----	\$14,159.40
Accurate Law Enforcement -----	12 gas masks with cannister @ \$499.80 ea. -----	\$ 5,997.55
Lawman Supply Company -----	12 gas masks with canister @ \$532.00 ea. -----	\$ 6,384.00
		\$25,786.71

28. CONSIDERATION TO ACCEPT AND ENTER INTO A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$3,563.00 WITH A 25% LOCAL MATCH OF \$1,187.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept and enter into a grant agreement with the State of Mississippi, Department of Public Safety, Justice Assistance Grant 21LB2311 in the amount of \$3,563.00 with a 25% local match of \$1,187.00” is enumerated, this consent item is thereby approved.

29. CONSIDERATION TO EXTEND THE LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ \$350 PER MOTORCYCLE PER MONTH UNTIL APRIL 2024.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to extend the lease agreement with Harley-Davidson of Central MS for three (3) motorcycles @ \$350 per motorcycle per month until April 2024” is enumerated, this consent item is thereby approved. The lease agreement follows this page.

30. CONSIDERATION TO APPROVE CHANGE ORDER #2 IN THE AMOUNT OF \$4,756 DESIGN CHANGES FOR THE TEREX DIGGER TRUCK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #2 in the amount of \$4,756 design changes for the Terex Digger Truck” is enumerated, this consent item is thereby approved. Change Order follows the Harley-Davidson lease.

31. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM STUART IRBY FOR FIRE RETARDANT UNIFORM PANTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$5,346.72.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Stuart Irby for FR Uniform pants for the Electric division in the amount of \$5,346.72” is enumerated, this consent item is thereby approved. Two Quotes: Stuart Irby - \$5,346.72 and T&C Marketing - \$7,334.78

MOTORCYCLE LEASE CONTINUATION AGREEMENT

This Lease Agreement Continuation is made and entered into this the 18th day of October, 2022, by and between Harley-Davidson of Central Mississippi. 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and the City of Starkville", herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms. 39759 for the continued lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

1. TERM OF LEASE: The term of this Lease Continuation shall be for a period until April 21, 2024. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement.

1.A Vehicle can also be purchased at the end of the lease.

2. PAYMENT: Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.

3. MISCELLANEOUS: Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ N/A per vehicle.

4. MAINTENANCE, REPAIRS and OPERATING EXPENSES: Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s). Any and all invoices or copies of the original invoices for services performed anywhere other

than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. USE and SUBLEASING: Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. INSURANCE: During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. NOTICE of ACCIDENTS and COOPERATION: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. INDEMNIFICATION: Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. LIMITATION of LIABILITY: Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

10. RETURN of THE VEHICLE(S): At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the 18th day of October, 2022.

HARLEY DAVIDSON OF CENTRAL MISSISSIPPI

3509 I-55 SOUTH

JACKSON, MS. 39212

601-372-5770

By:



Homer Orr, Manager Police/
Fleet Sales and Leasing



Office/Lessee

By:

D. Lynn Spruill

Title:

Mayor - City of Starkville



Terex South Dakota, Inc.
3140-15th Ave SE, Watertown, SD 57201
Account Manager - Justin Pinkalla
Originator - Les Boehm

Drawing Approval Change Order
09/21/2022

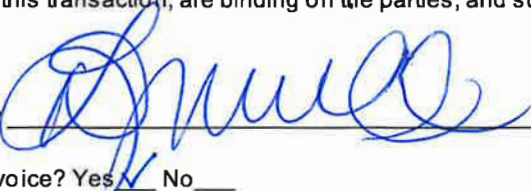
STARKVILLE ELECTRIC DEPT.
Starkville Electric Department
605 HWY 182 EAST
STARKVILLE, MS 39759

C/O Number: 4472-0
Quote Number: QU14572
PO Number: QU14572

Units included in this change order: DK76060

Item	Description	Price
1	CHANGE: Model year change from 2022 to 2023	\$1,435.00
2	CHANGE: Rear winch to Braden 30k Winch and mount between the frame rails.	-\$900.00
3	DELETE: Platform Storage	-\$178.00
4	CHANGE: Lower curbside go-light and strobe light to mimic streetside. A aluminum transverse box between cab and front outrigger 30" wide x 40" tall x 94" long. With vertical door on each side chain stops and paddle latches. Front section to have three thru shelves rear half to be open.	\$0.00
5	ADD:	\$5,599.00
6	DELETE: Aluminum punch metal box.	-\$1,200.00
Price Per Unit:		\$4,756.00
Number of Units:		1
Grand Total:		\$4,756.00

Customer agrees that the Terex Utilities, Inc. terms and conditions of sale (which customer hereby acknowledges it has received) govern this transaction, are binding on the parties, and supersede any conflicting terms contained in any other document.

Accepted by  Date 10-18-2022

Seperate Invoice? Yes ☒ No ☐

32. CONSIDERATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM NESCO FOR FIRE RETARDANT UNIFORM SHIRTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$8,281.36.

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Nesco for FR Uniform shirts for the Electric division in the amount of \$8,281.36” is enumerated, this consent item is thereby approved. 2 Quotes Received: Nesco - \$8,281.36 and T&C Marketing - \$10,052.64

33. CONSIDERATION TO ACCEPT THE QUOTE FROM ANIXER FOR 64 WATER MODULES, A SOLE SOURCE PROVIDER, IN THE AMOUNT OF \$5,609.60

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, and adopted by the Board to approve the October 18, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the quote from Anixer for 64 water modules, a sole source provider of system compatible modules to existing system, in the amount of \$5,609.60” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill invited the public to attend one of two home energy workshops at 1504 Louisville Street on October 19, 2022 from 10:00 a.m. until 11:00 a.m. and 5:30 p.m. until 6:30 p.m. to be held by Starkville Utilities for customers to learn ways to save energy. Bulldog Bash will be held October 21 and the Mayor encouraged all to help make it a wonderful and safe event.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked the police department and all those that will be assisting with Bulldog Bash. He also noted Pumpkinpalooza will be held October 27 on Main Street.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the Louisville and Wood Street intersection be considered for a flashing light. He also encouraged all to be careful with Halloween candy and make sure it is safe to eat.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

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

Alderman Perkins recused.

City Attorney Latimer updated the Board that the City had received notice from counsel for the Applicants just prior to the meeting that the Applicants wished to withdraw their application for a Use Exception at 400 Greensboro Street. Due to the advertising of a public hearing, the public was allowed to be heard.

Mayor Spruill opened the Public Hearing.

Jeremy Murdock, 502 Greensboro, represented the neighborhood with a letter to be entered into the minutes asking that the primary use of houses in the neighborhood remain residential. That letter follows this page.

There being no additional comments, the Mayor closed the Public Hearing. The Board did not discuss the matter and took no action.



Greensboro Street Historic District

Date: September 27, 2022

To: Starkville Planning and Zoning Commission
Starkville Board of Alderman

From: Residents of the Greensboro Street Historic District

RE: Use Exception Request - 400 Greensboro Street

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

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

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

Thank you for your service to our community.

Sincerely,

The Residents of Greensboro Historic District



Greensboro Street Historic District

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



Greensboro Street Historic District

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



Greensboro Street Historic District

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

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

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

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

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

Jeremy Tabor, President of Tabor Construction, was addressed the Board and answered questions.

Mayor Spruill opened the Public Hearing.

Lawrence Tate, Pastor of the Church of the Living God on Jarnigan Street, asked if anything different could be done to the property so that church members could continue parking on the lot.

Ross Williams, 609 E Gillespie Street, expressed his support of the Church and not more residential development.

Alvin Turner asked that everyone be fair to God's people.

Lilly Watson, trustee of the Church of the Living God, asked that the development be redesigned to reduce the number of parking spaces needed.

Elizabeth Young, church member, spoke against the development of the property.

Robert Camp, prior resident of the area, noted this is prime property that will soon be developed in some manner and he felt this would have the least impact on the area.

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

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

Alderman Brooks, duly seconded by Alderman Rupp, offered a motion approving VA 22-11 and SE 22-05 for the proposed Summit development on northwest corner of the intersection of Russell Street at Jarnigan Street based on Board packet materials and information provided during the public hearing. 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.

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

Alexandria Nash, Code Enforcement Officer, presented the findings and recommendations concerning 210 West Gillespie Street. Initial inspection of Parcel #102B-00-321.00 was conducted on July 19, 2022 and re-inspection on August 16th, 2022 by Code Enforcement Officers Alexandria Nash and Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and upkeep of the property being neglected and natural deterioration over time.

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

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

Section 16. ENVIRONMENTAL

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

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

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

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

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

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

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





Oktibbeha County, MS

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



Oktibbeha County Tax Assessor/Collector
Allen Morgan

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

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

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



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

We apologize for any inconvenience this may cause.

Property Link OKTIBBEHA COUNTY, MS

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

[PURCHASE COUNTY TAX SALE FILES](#)

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

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

Violation Notice issued Thursday, July 21, 2022.



City of Starkville

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

Violation of Starkville Code of Ordinances

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

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

VIOLATION LOCATION

210 West Gillespie St
Starkville, MS 39759

LEGAL DESCRIPTION

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

Dear Property Owner:

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

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

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

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

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

Sincerely,

Code Enforcement Inspector

Dilapidated Structure Notice issued Thursday, September 1, 2022.



City of Starkville

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

Dilapidated Structure Notice

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

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

VIOLATION LOCATION

210 West Gillespie St
Starkville, MS 39759

LEGAL DESCRIPTION

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

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

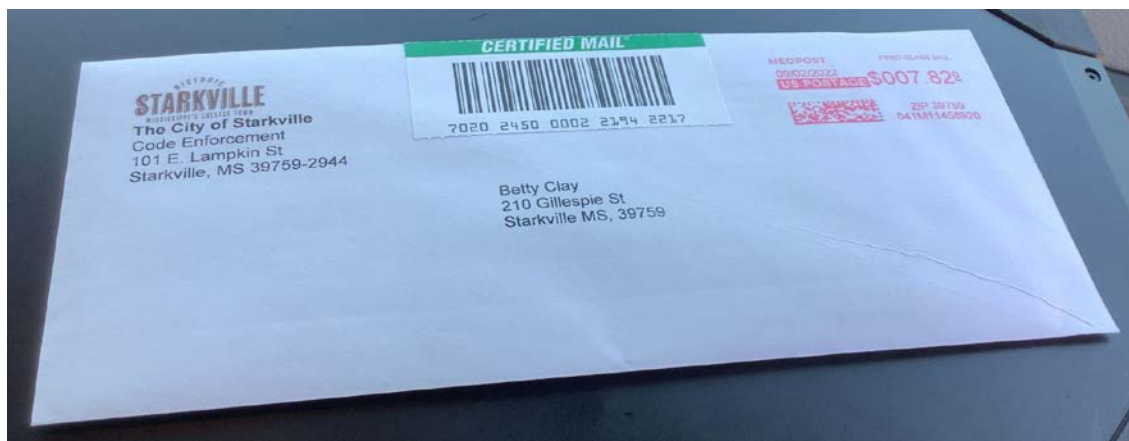
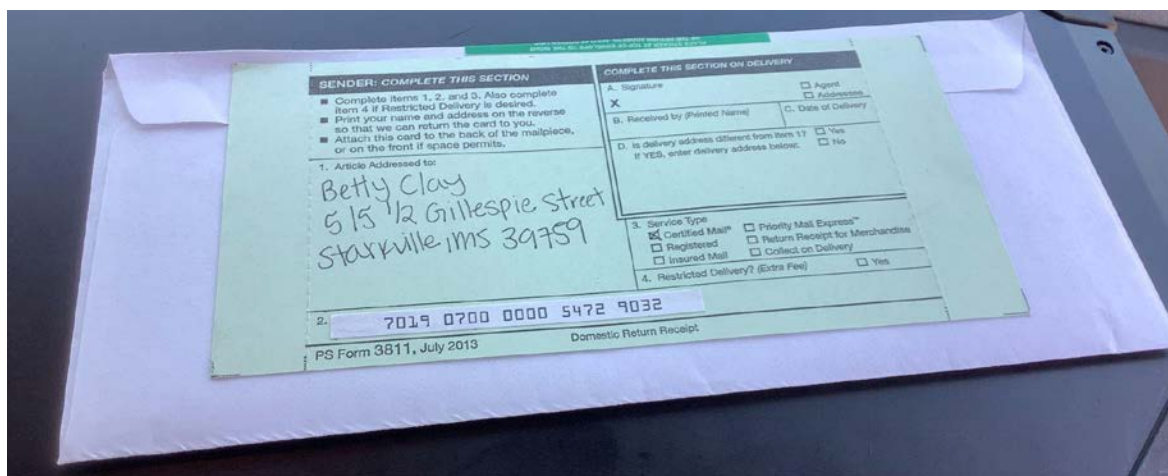
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and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

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

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

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

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



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

NOTICE

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

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

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

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

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

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





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





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



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

NOTICE

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

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

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

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

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

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



7020 2450 0002 2194 1852

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

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

OFFICIAL USE

Certified Mail Fee
 \$ _____

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

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

Postage
 \$ _____

Total Postage and Fees
 \$ _____

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

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

See Reverse for Instructions

SEP 21 2012
 39759
 STARVILLE MS
 MAIN POST OFFICE

7019 0700 0000 5472 9049

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

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

OFFICIAL USE

Certified Mail Fee
 \$ _____

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

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

Postage
 \$ _____

Total Postage and Fees
 \$ _____

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

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

See Reverse for Instructions

SEP 21 2012
 39759
 STARVILLE MS
 MAIN POST OFFICE

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



























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

Alderman Vaughn, duly seconded by Alderman Sistrunk, offered a motion to determine that the structure located at 210 West Gillespie Street with parcel number 102B-00-321.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11 based on the Board packet materials and presentations by the Code Enforcement Officer.

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.

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

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

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

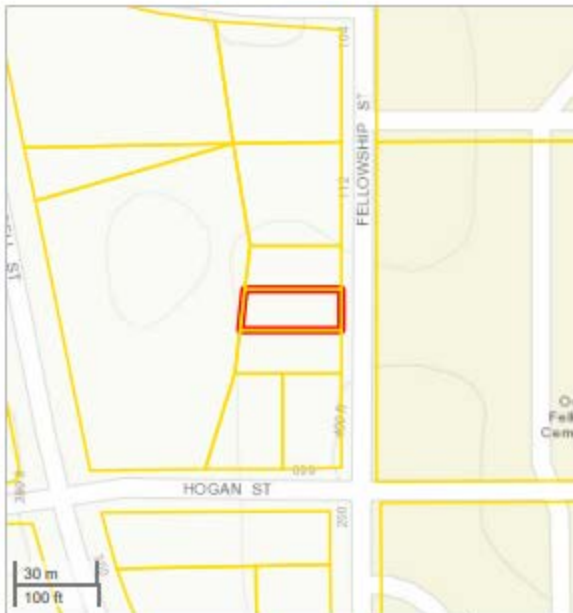
Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

Section 16. ENVIRONMENTAL

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

16-1

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



Oktibbeha County, MS

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



Oktibbeha County Tax Assessor/Collector
Allen Morgan

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

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

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

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

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

AUTHORIZATION TO CANCELLATION

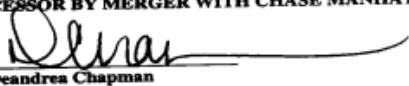
Loan No 0000625671

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

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

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

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

By: 
Deandrea Chapman
VICE PRESIDENT



STATE OF LOUISIANA
PARISH OF OUACHITA

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


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

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

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



D0005126670



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

STARKVILLE POLICE DEPT

from 06/02/2021
thru 06/02/2021 10:57

Calls For Service

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

Location Address

206 FELLOWSHIP ST
STARKVILLE, MS 39759

Caller Information

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

Officer Information

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

Notes

6/2/2021 4:50:52 AM WALKER, T STRUCTURE ON FIRE // UNK IF OCCUPIED // MAY BE
ABANDONED

Dilapidated structure notice was sent to the property owner on September 2, 2022

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

Dilapidated Structure Notice

Will L Etux Allen
112 Fellowship
Starkville, MS 39759

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

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

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

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

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

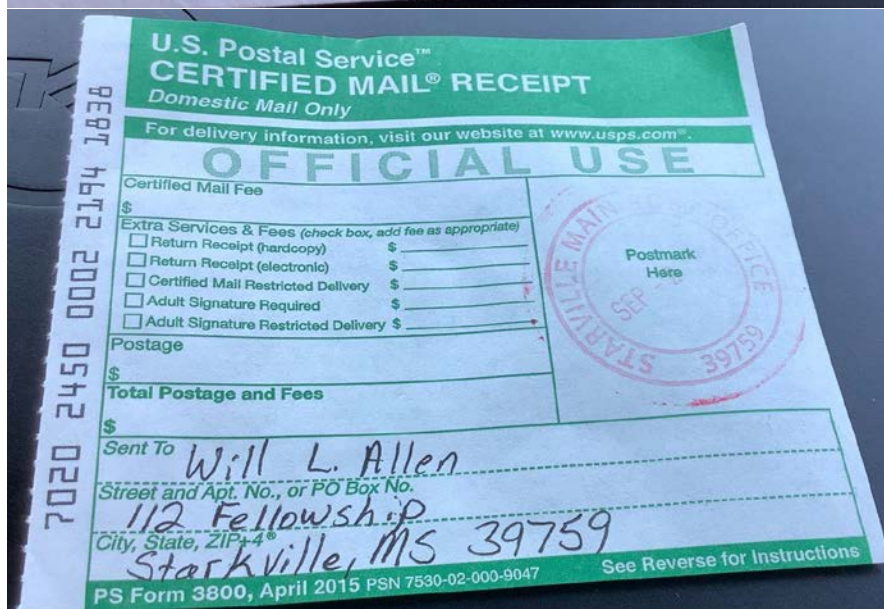
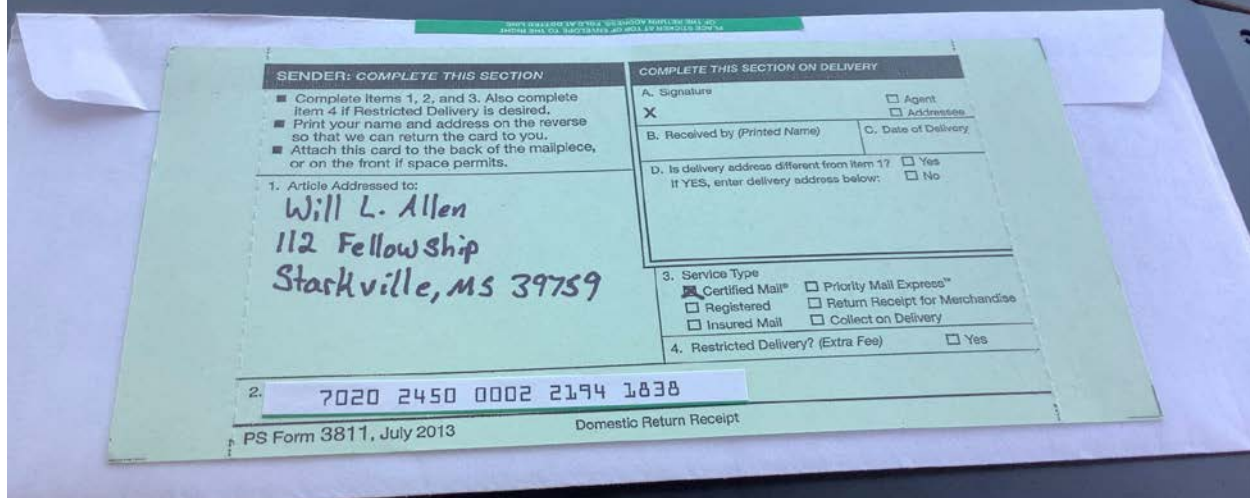
If you have any questions or seek additional information, contact Starkville's Community Development Director, Simon Kim, at (662) 323-2525.

MYGOV.US

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

Page 1/2

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



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

ALLEN WILL L ETUX
112 FELLOWSHIP ST
STARKVILLE, MS 39759

NOTICE

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

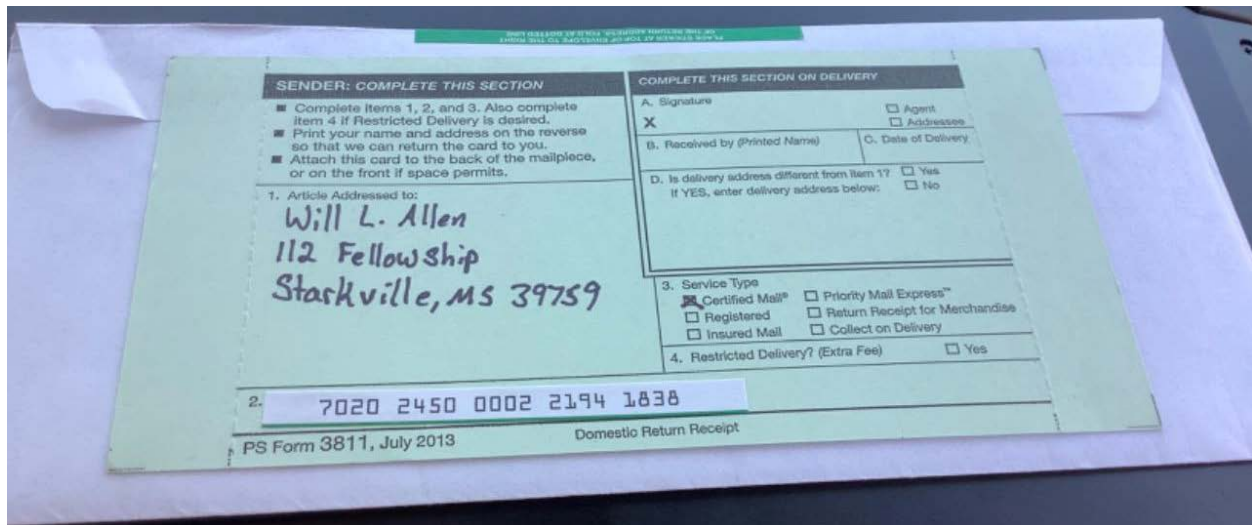
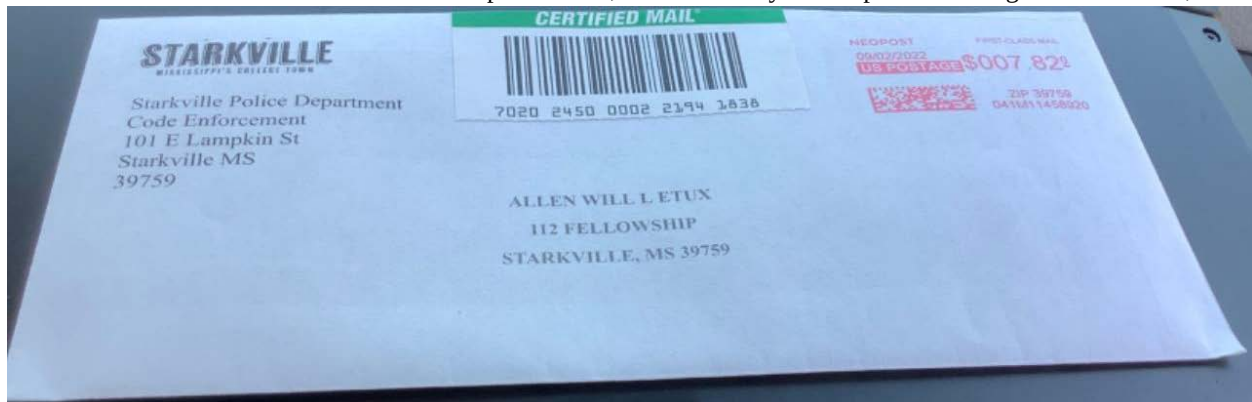
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Oct. 18th, 2022**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced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

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

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

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

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



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





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

NOTICE

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

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

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

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

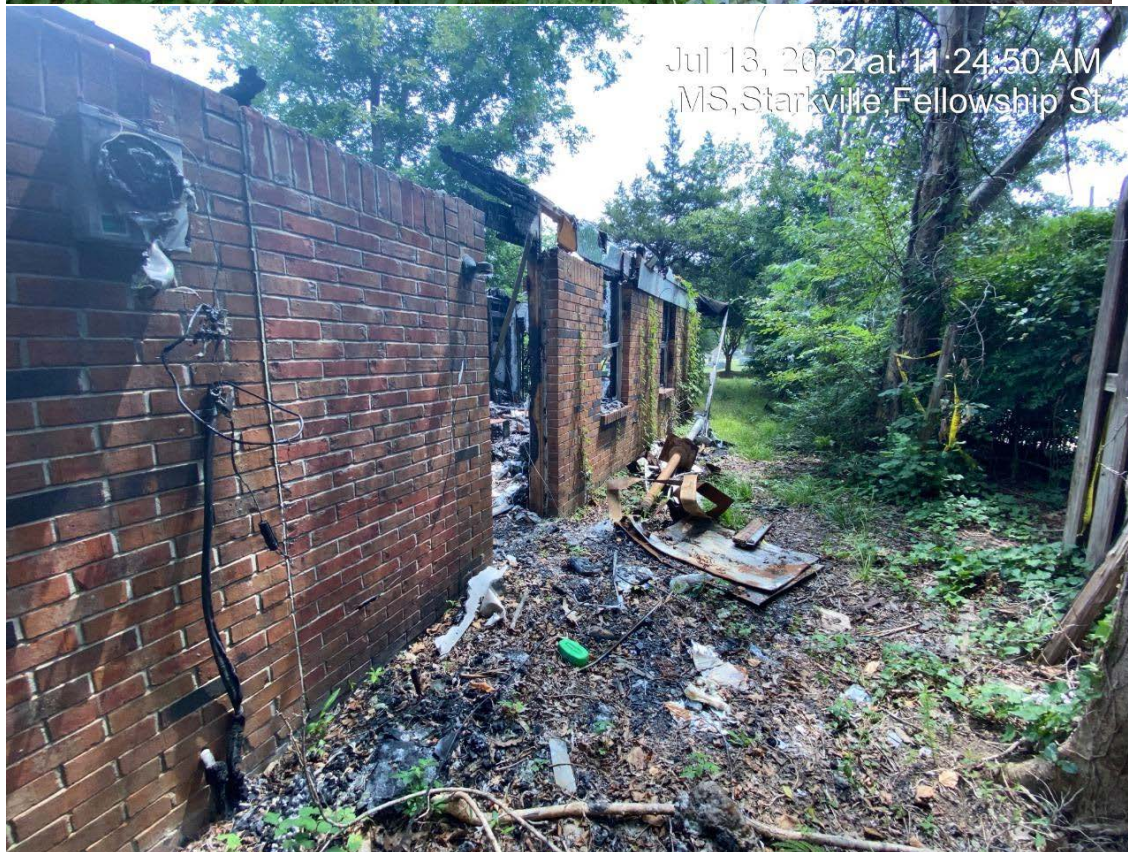
If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Parze or Officer Alex Nash (662)323-4847.





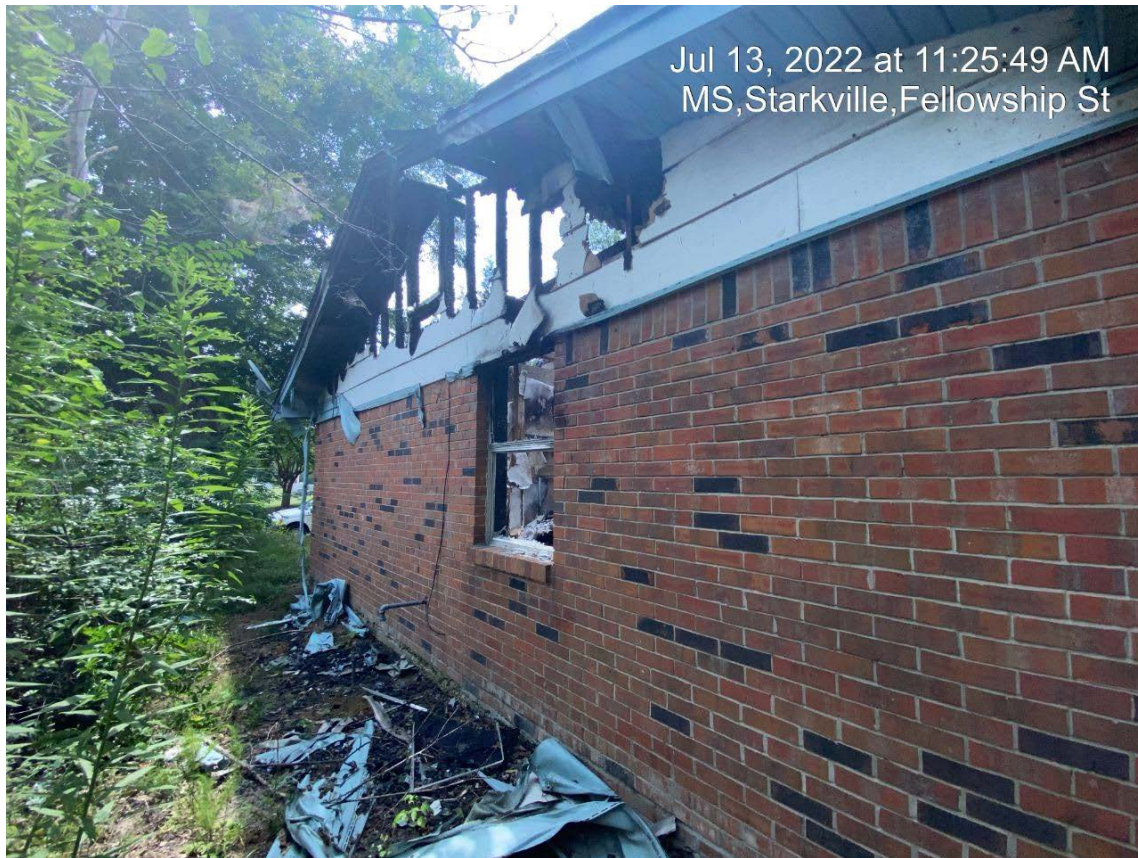


Jul 13, 2022 at 11:24:45 AM
MS, Starkville, Fellowship St



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











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

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



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





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

Alderman Vaughn, duly seconded by Alderman Carver, offered a motion to determine that the structure located at 112 Fellowship with parcel number 101D-00-040.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11 based on the Board packet materials and presentation by the Code Enforcement Officer.

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.

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, 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, and as of October 10, 2022 for fiscal year ending 9/30/23, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.

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.

Fiscal Year 9/30/22:

General Fund	001	\$ 41,410.63
Sanitation	022	11,746.37
Modernization Use tax	120	1,035.00
Park Bond - 2020	380	23,600.03
Total Claims	Total	\$ 77,792.03

Fiscal Year 9/30/23:

General Fund	001	\$ 640,954.77
Restricted Fire Fund	003	40,954.00
Airport Fund	015	102,682.48
Sanitation	022	17,186.64
Industrial Park Bond	303	1,569.04
Park Bonds 2020	380	8,002.00
Stark / Hospital Road Expansion	700	540.80
Sub Total Before Utilities		\$ 811,889.73
Utilities Dept.	SED	360,646.10
Total Claims	Total	\$ 1,172,535.83

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to adjourn the meeting until November 1, 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 15th 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 28, 2022**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, October 28, 2022 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn. City Attorney Chris Latimer and City Clerk Lesa Hardin were also present.

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

City of Starkville Utilities Director Edward Kemp presented an update of the plans for the Main Street and Lampkin Street utility improvements.

Kimley Horn representatives presented the schematic design for the Main Street renovation project.

The Mayor and members of the Board discussed items on the upcoming November 1, 2022 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 15th DAY OF NOVEMBER, 2022.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, OCTOBER 28, 2022**

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

The public and media are invited to attend.

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



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
OCTOBER 28, 2022
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION ON THE PLANS FOR THE MAIN STREET AND LAMPKIN STREET UTILITY IMPROVEMENTS**
- C. PRESENTATION OF THE SCHEMATIC DESIGN FOR MAIN STREET BY KIMLEY HORN**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 1, 2022, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN MEETING**



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 15, 2022
PAGE: Page 1 of 9

SUBJECT:

Public hearing and consideration of SE 22-06 a request for Special Exception to allow for a “Places of Worship” at 105 Felix Long Street in a TN-E zoning district.

SUMMARY:

Applicant, Luke Castleberry with Castle Properties, is requesting a Special Exception to allow for the use “Places of Worship” for the Starkville Korean Church at 105 Felix Long Street in a TN-E zoning district. The Starkville Korean Church is currently located at 115 South Lafayette Street. The proposed move would allow the church to have a new location to better suit their current and future needs and for a new use to occupy their former location on Lafayette Street. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for “Places of Worship” in a TN-E zoning district.

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

1. 16 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 10, 2022
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received three letters requesting a condition if approved. The requested condition is to prohibit any future changes to the site that could have an adverse impact on neighboring properties from runoff from the site.

At the November 8, 2022 Planning and Zoning Commission meeting, the Commission voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of Special Exception request SE 22-06 to allow for a “Place of Worship” at 105 Felix Long Street.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 22-06 a request for Special Exception to allow for a "Places of Worship" at 105 Felix Long Street in a TN-E zoning district.
Date: November 8, 2022

The purpose of this report is to provide information regarding a Special Exception request by Luke Castleberry to allow for the use "Places of Worship" at 105 Felix Long Street in a TN-E zoning district with the property #102A-00-047.00. Please see attachments 1-2.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to allow for the use "Places of Worship" in a TN-E zoning district for the relocation of the Starkville Korean Church. The Starkville Korean Church is currently located at 115 South Lafayette Street. The proposed move would allow the church to have a new location to better suit their needs and for a new use to occupy their former location on Lafayette Street. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Places of Worship" in a TN-E zoning district. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

USE STANDARDS

13.6.14 Places of Worship

- A. Definition: A facility principally used for people to gather together for public worship, religious training, or other religious activities.
- B. Parking:
 - 1. In form-based districts no parking minimums are established. In all other zoning districts, one (1) parking space is required for each four (4) seats in the main assembly room.
 - 2. See zoning district base dimensional standards for parking location and setback requirements.
- C. Loading:
 - 1. A loading space may be required by the City Planner.
 - 2. Loading docks shall not be visible from the street.
 - 3. Trucks delivering materials to and from the premises shall not be permitted to unload on the right-of-way unless in a T-5D, T-5C, and T-5U zoning districts. Deliveries shall be scheduled to not interfere with peak traffic times.
- D. Additional Standards:
 - 1. The structure height limitations of these regulations shall not apply to church spires, belfries, or cupolas.
 - 2. One (1) detached dwelling unit for the housing of the pastor or similar leader of the church and their family will be considered customary and incidental as a part of this use shall be permitted.

3. Newly constructed places of assembly seating more than six hundred (600) people must have direct vehicular access to a major vehicular thoroughfare as determined by the City Engineer.
4. A residential monastery or convent or similar communal residential religious facility may be allowed as an accessory use to places of worship by special exception.
5. Accessory uses such as administrative offices, bookstores, community centers, multi-purpose facilities, outdoor recreational facilities, and care centers on the same site or sites contiguous to the principal use shall be permitted as follows:
 - a. Similar uses on non-contiguous sites or on a site separated from the principal use by a public street shall be considered principal uses in their own right and will be regulated as such.
 - b. No merchandise or merchandise display shall be visible from outside a building.
 - c. Business or identification signs pertaining to an accessory use shall be limited to one (1) sign and the total square footage must not exceed two (2) square feet.
 - d. Television stations, radio stations, printing presses, and sports complexes shall only be permitted as accessory uses if such uses are also permitted as principal uses in the zoning district in which they are located.
6. For any special exception and/or use exception to allow for a place of worship in a C, CR, O-C, O-TND, TN-N, TN-E, T-5D, T-5C, and T-5U zoning District with an allowed commercial use, a waiver from the minimum distance criterion shall be required upon request for any current or future business within the state mandated minimum distance for the duration of the use as a place of worship. A copy of the waiver shall also be submitted to the Planning Department upon approval of the use.

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

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.

7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

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

NOTIFICATION

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

1. 16 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 10, 2022.
3. A sign was posted on the property in a conspicuous location.

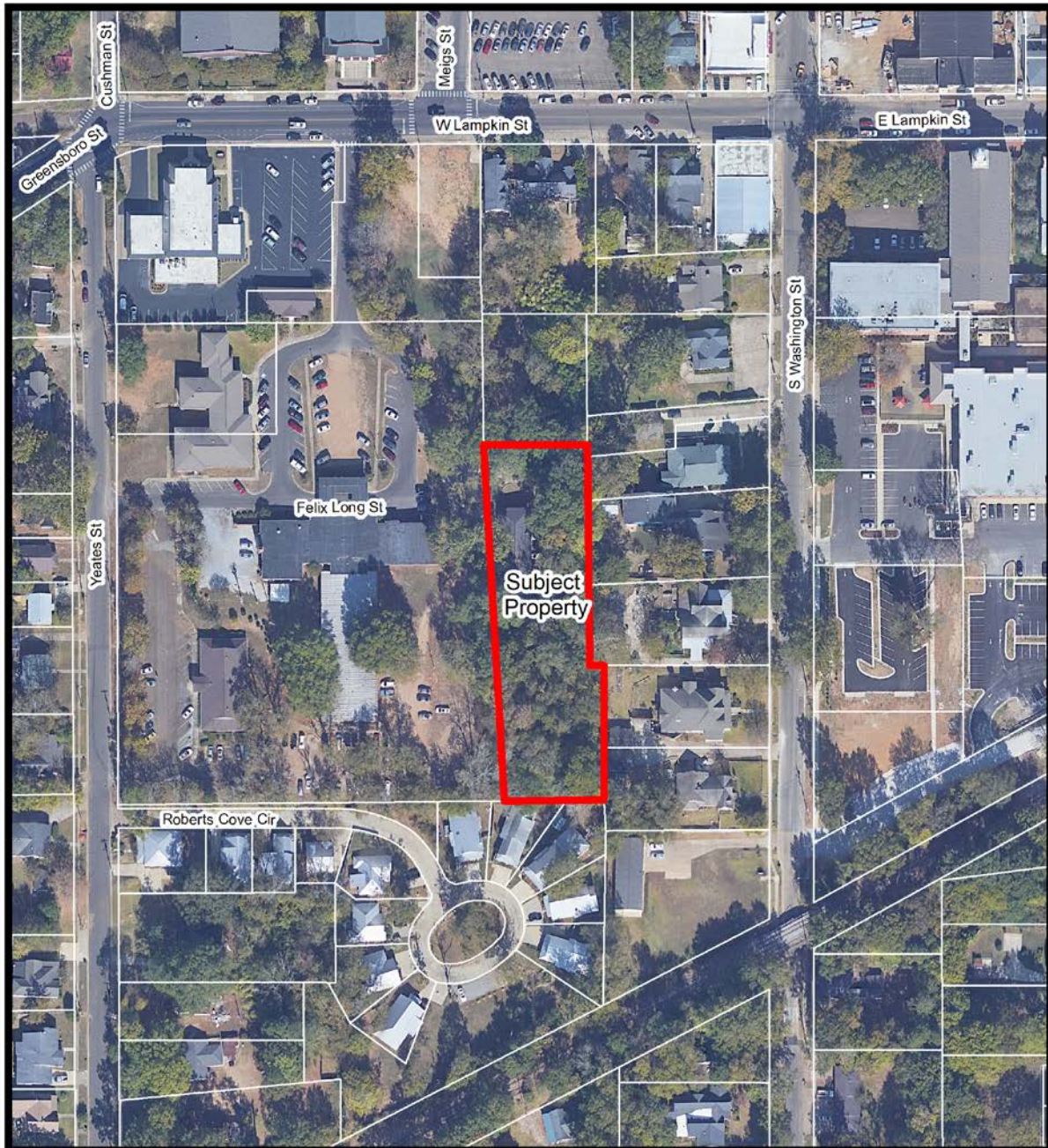
RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received three letters requesting a condition if approved. The requested conditions is to prohibit any future changes to the site to prevent any adversely impact on neighboring properties from runoff from the site.

CONDITIONS OF APPROVAL

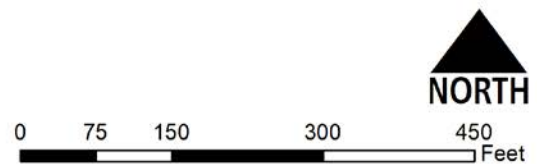
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

Attachment 1
SE 22-o6 Aerial

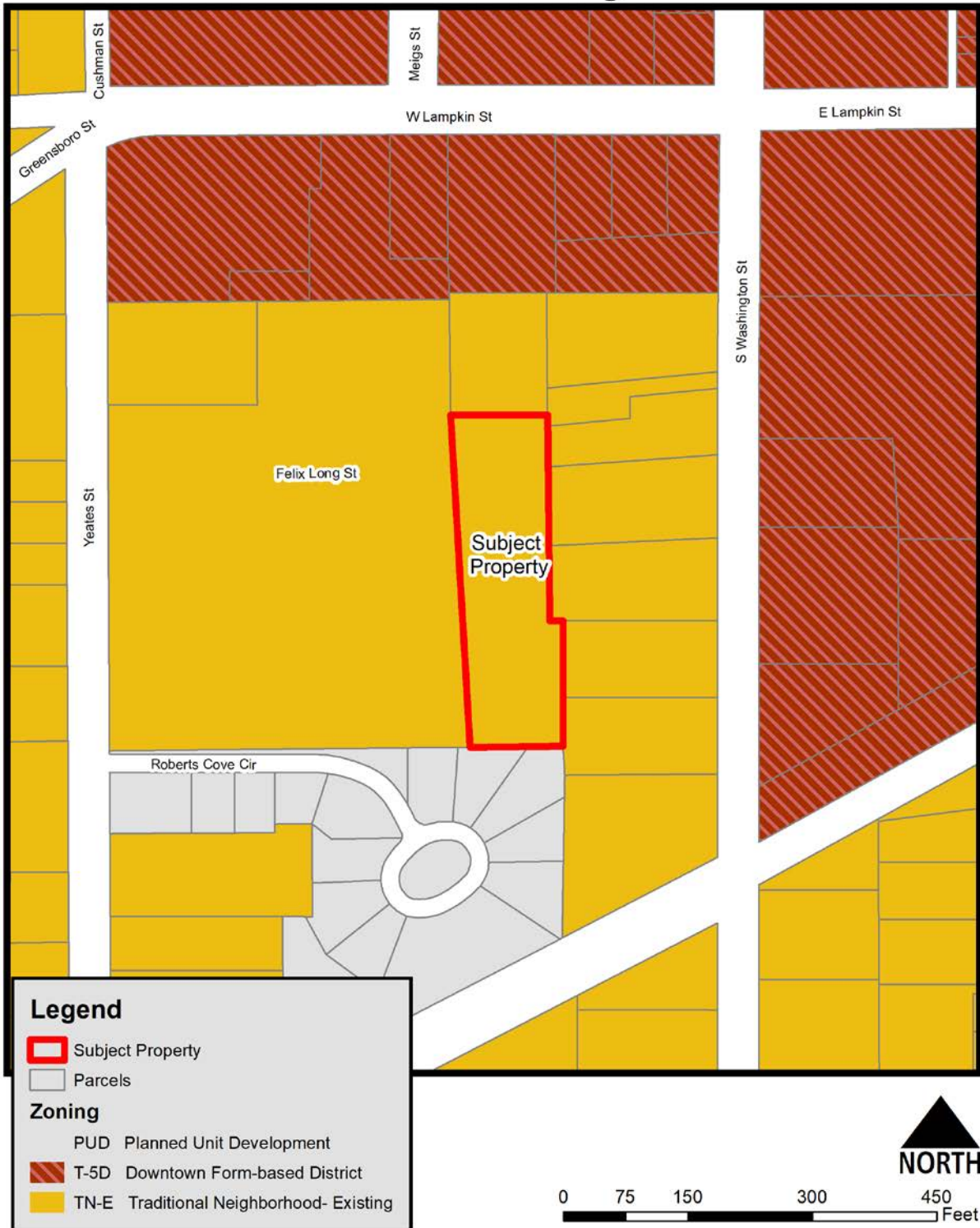


Legend

-  Subject Property
-  Parcels



Attachment 2
SE 22-o6 Zoning



Attachment 3- Letter Fulford

November 7, 2022

The Hon. Jeremiah Dumas

Chair

Starkville Planning and Zoning Commission

City Hall, 110 West Main

Starkville, Mississippi 39759

Dear Chair Dumas and Commissioners,

I live at 212 South Washington Street and was notified in accordance with city zoning ordinances that the old Dr. Leroy Howell/Meridian Rural Health Center property at 105 Felix Long Street is now owned by Castle Properties and that Mr. Luke Castleberry wants to lease the clinic to the Korean Christian Church, currently located at 115 South Lafayette Street, for use as a sanctuary and place of worship.

The building, as it now exists and with the internal improvements underway, and the hard-surface footprint, as it now exists, will be a good location for the church and I have no objection to the old clinic being used for a place of worship by the Korean Christian Church.

I do have great concerns about the future use of the grassy/wooded area directly south of the clinic and west of my property and that of my neighbors on South Washington Street. Any additional utilization of the property by Mr. Castleberry would have a dramatic impact on the volume of stormwater runoff that would find its way east to my backyard because of the about 12-foot drop in elevation from west-to-east from the clinic property to my home. Stormwater runoff from the described property is a problem today and would only be more damaging if the grassy/wooded area is disturbed by Mr. Castleberry.

It is my understanding the parking at the old clinic location will be on hard surfaces/pavement that is currently serving the Oktibbeha County Justice Court, county health department, and county office building/old Felix Long Memorial Hospital. Using existing county facilities would have no impact on our neighborhood; others use those facilities during different times and for assorted events without congestion or disruption. No parking or transit should be allowed on the west side of the Castleberry parcel between the clinic and old hospital facility.

When granting this special exception, please prohibit Mr. Castleberry from doing any development changes in grade, ground covering, and structure for ingress and egress that would adversely impact my home and the other residential property along South Washington Street.

The parcel should be bound into the future as one single parcel without possibility of any future division when the City grants approval of this Special Exception and that prohibition should be binding on future heirs, successors, and assigns.

Respectfully,

Charles T. Fulford, III

212 South Washington Street

A handwritten signature in black ink, appearing to read "Charles T. Fulford, III", is written over the printed name and address.

Attachment 4- Letter Sullivan

November 7, 2022

The Hon. Jeremiah Dumas

Chair

Starkville Planning and Zoning Commission

City Hall, 110 West Main

Starkville, Mississippi 39759

Dear Chair Dumas and Commissioners,

I live at 208 South Washington Street and have no objection to the old clinic building being used for a place of worship by the Korean Christian Church; provided the City make the Special Exception with protection to eliminate stormwater problems created by existing concrete structures and earthen channels altered so that the change in grade from west-to-east floods my backyard when it rains even very small amounts.

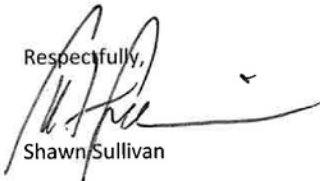
I have great concerns about the future use of existing drainage structures and the grassy/wooded area directly south of the clinic and west of my home and the homes of my neighbors on South Washington Street. Any additional utilization of the property by Mr. Castleberry would have a dramatic impact on the volume of stormwater runoff that would find its way east to my backyard and those of my neighbors. Stormwater runoff from the described property is a problem today and would only be more damaging if the grassy/wooded area is disturbed by Mr. Castleberry.

It is my understanding the parking at the old clinic location will be on hard surfaces/pavement that is currently serving the Oktibbeha County Justice Court, county health department, and county office building/old Felix Long Memorial Hospital. No parking or transit should be allowed on the west side of the Castleberry parcel between the old clinic and old hospital facility.

When granting this special exception, please expressly prohibit Mr. Castleberry from doing any development changes in grade, ground covering, and structure for ingress and egress that would adversely impact my home and the other homes and residential property along South Washington Street.

The parcel should be bound into the future as one single parcel without possibility of any future division when the City grants approval of this Special Exception and that prohibition should be binding on future heirs, successors, and assigns.

Respectfully,

A handwritten signature in black ink, appearing to read 'Shawn Sullivan', with a long horizontal flourish extending to the right.

Shawn Sullivan

208 South Washington Street

Attachment 5- Letter Ball

November 7, 2022

The Hon. Jeremiah Dumas

Chair

Starkville Planning and Zoning Commission

City Hall, 110 West Main

Starkville, Mississippi 39759

Dear Chair Dumas and Commissioners,

I live at 210 South Washington Street and was notified in accordance with city ordinances that the Meridian Rural Health Center property at 105 Felix Long Street is now owned by Castle Properties and that Mr. Luke Castleberry wants to lease the clinic to the Korean Christian Church, currently located at 115 South Lafayette Street, for use as a sanctuary and place of worship.

I have no objection to the old clinic being used for a place of worship by the Korean Christian Church with city stipulated assurance of the protection of my home from increased stormwater runoff by this and prohibition of any other development of the parcel by Mr. Castleberry.

I have great concerns about the future use of existing drainage structures and the grassy/wooded area directly south of the clinic and west of my home and the homes of my neighbors on South Washington Street. Any additional utilization of the property by Mr. Castleberry would have a dramatic impact on the volume of stormwater runoff that would find its way east to my backyard. Stormwater runoff from the described property is a problem today and would only be more damaging if the grassy/wooded area is disturbed by Mr. Castleberry.

It is my understanding the parking at the old clinic location will be on hard surfaces/pavement that is currently serving the Oktibbeha County Justice Court, county health department, and county office building/old Felix Long Memorial Hospital. Using existing county facilities would have no impact on our neighborhood; others use those facilities during different times and for assorted events without congestion or disruption. No parking or transit should be allowed on the west side of the Castleberry parcel between the clinic and old hospital facility.

When granting this special exception, please prohibit Mr. Castleberry from doing any development changes in grade, ground covering, and structure for ingress and egress that would adversely impact my home and the other residential property along South Washington Street.

The parcel should be bound into the future as one single parcel without possibility of any future division when the City grants approval of this Special Exception and that prohibition should be binding on future heirs, successors, and assigns.

Respectfully,

Nancy Cook Ball



210 South Washington Street



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 15, 2022
PAGE: Page 1 of 9

SUBJECT:

Public Hearing and consideration of SE 22-07 a request for Special Exception to allow for a “Dwelling, Accessory Unit” at 100 Foley Drive in a SD-2 zoning district.

SUMMARY:

Applicant, ECON Construction on behalf of Jordan and Sarah Windham, is requesting a special exception to allow for a “Dwelling, Accessory Unit” at 100 Foley Drive in a SD-2 zoning district. The applicant is seeking a Special Exception to building a pool house in the rear of the property. A portion of the pool house will include a kitchen area, full bathroom, electricity, and will be heated or cooled. The rest of the structure is not enclosed. Therefore, a portion of the structure is classified as an accessory dwelling unit (ADU). The Use Chart in Section 13.3.6 of the Unified Development Code requires a Special Exception for the use of a “Dwelling, Accessory Unit” in a SD-2 zoning district. The additional standards found in Section 13.5.2.D.1 states “An accessory dwelling unit footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less”. The entire area under the roof of the proposed structure is +/-1,170 square feet. The portion that is enclosed with the accessory dwelling unit is +/-412 square feet. Therefore, the additional standard requirement of less than 600 square feet needs to be removed as part of this request in accordance with Section 3.4.

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

1. 7 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 20, 2022
3. A sign was posted on the property in a conspicuous location.

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

At the November 8, 2022 Planning and Zoning Commission meeting, the Commission voted unanimously to recommend approval of the request with one condition.

1. The additional standard of 600 square feet or less for accessory dwelling unit shall not apply to this structure as proposed.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of Special Exception request SE 22-07 to allow for a “Dwelling, Accessory Unit” at 100 Foley Drive with one condition.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 22-07 a request for Special Exception to allow for a "Dwelling, Accessory Unit" at 100 Foley Drive in a SD-2 zoning district.
Date: November 8, 2022

The purpose of this report is to provide information regarding a Special Exception request by ECON Construction on behalf of Jordan and Sarah Windham for a "Dwelling, Accessory Unit" at 100 Foley Drive in a SD-2 zoning district with the property #106C-00-091.00. Please see attachments 1-5.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to building a pool house in the rear of the property. A portion of the pool house will include a kitchen area, full bathroom, electricity, and will be heated or cooled. The rest of the structure is not enclosed. Therefore, a portion of the structure is classified as an accessory dwelling unit (ADU). The Use Chart in Section 13.3.6 of the Unified Development Code requires a Special Exception for the use of a "Dwelling, Accessory Unit" in a SD-2 zoning district. The additional standards found in Section 13.5.2.D.1 states "An accessory dwelling unit footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less". The entire area under the roof of the proposed structure is +/- 1,170 square feet. The portion that is enclosed with the accessory dwelling unit is +/- 412 square feet. Therefore, the additional standard requirement of less than 600 square feet needs to be removed as part of this request in accordance with Section 3.4.

USE STANDARDS

13.5.2 Dwelling, Accessory Unit

- A. Definition: A residential structure containing one (1) dwelling unit that is auxiliary to the principal dwelling unit(s) on the same lot and that have an independent means of entry into the dwelling unit. This includes, but is not limited to dwelling units in guest houses, pool houses, carriage houses, and garage apartments above or beside a garage. An accessory structure shall be considered an accessory dwelling if it includes all of the following: kitchen area, full bathroom, electricity, and is heated or cooled.
- B. Parking: One (1) parking space per bedroom for all new construction.
- C. Loading: Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.
- D. Additional Standards:
 - 1. An accessory dwelling unit footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less.
 - 2. There can be no more than two (2) bedrooms per accessory dwelling unit and only one (1) accessory dwelling unit per lot.
 - 3. An accessory dwelling unit must be a complete living space with both kitchen and bathroom facilities.

4. No more than two adults may reside in an accessory dwelling unit.
5. The design of the accessory dwelling unit shall be in harmony with the principal dwelling in regards to massing, materials, and location.
6. A home occupation is allowed within an accessory dwelling with proper approvals.
7. See zoning district general provisions for density requirements and other standards.
8. See zoning district base dimensional standards for location, setbacks, and height requirements.

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

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

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

NOTIFICATION

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

1. 7 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 20, 2022.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

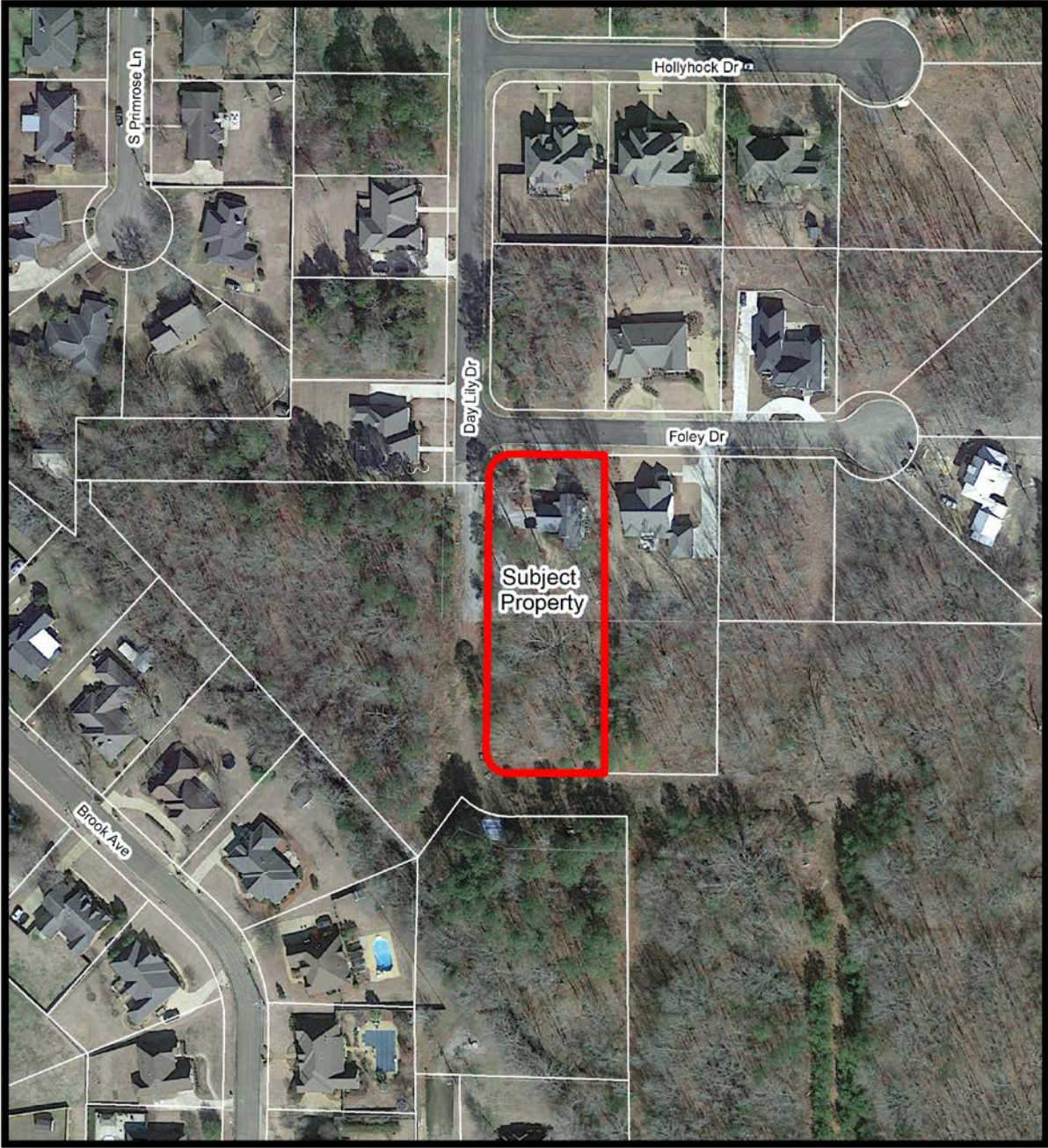
As of this date, the Planning Office has received no response to the notification.

CONDITIONS OF APPROVAL

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

1. The additional standard of 600 square feet or less for accessory dwelling unit shall not apply to this structure as proposed.

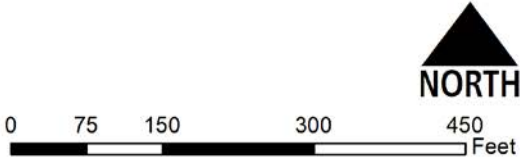
Attachment 1
SE 22-07 Aerial



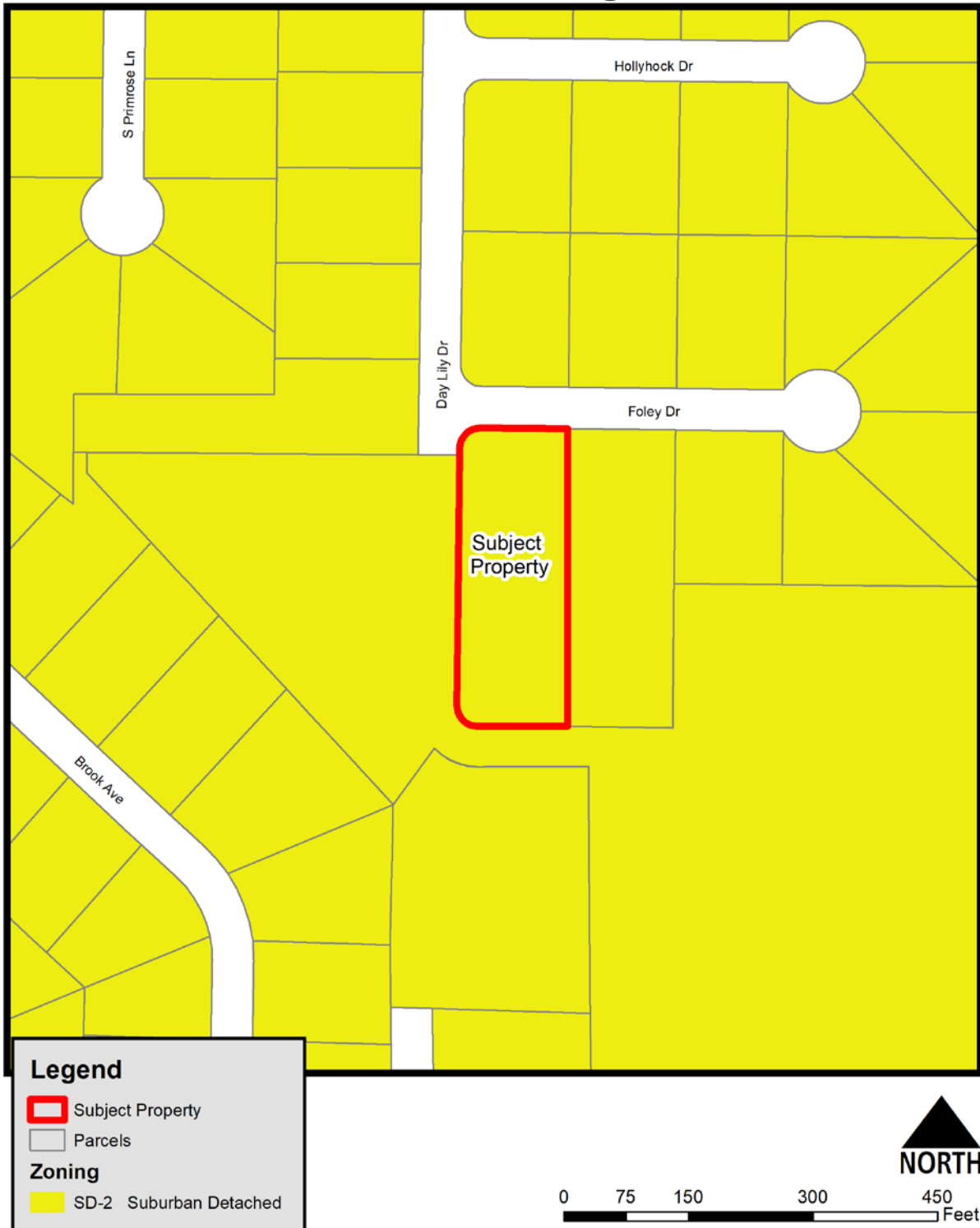
Legend

 Subject Property

 Parcels



Attachment 2
SE 22-07 Zoning



Attachment 3- Proposed Site Plan

SGK
LANDSCAPES, INC.
www.sgklandscapes.com
1405 FIRE STATION ROAD
STARKVILLE, MS 39759-8922
P. 662.323.2364 F. 662.323.2365

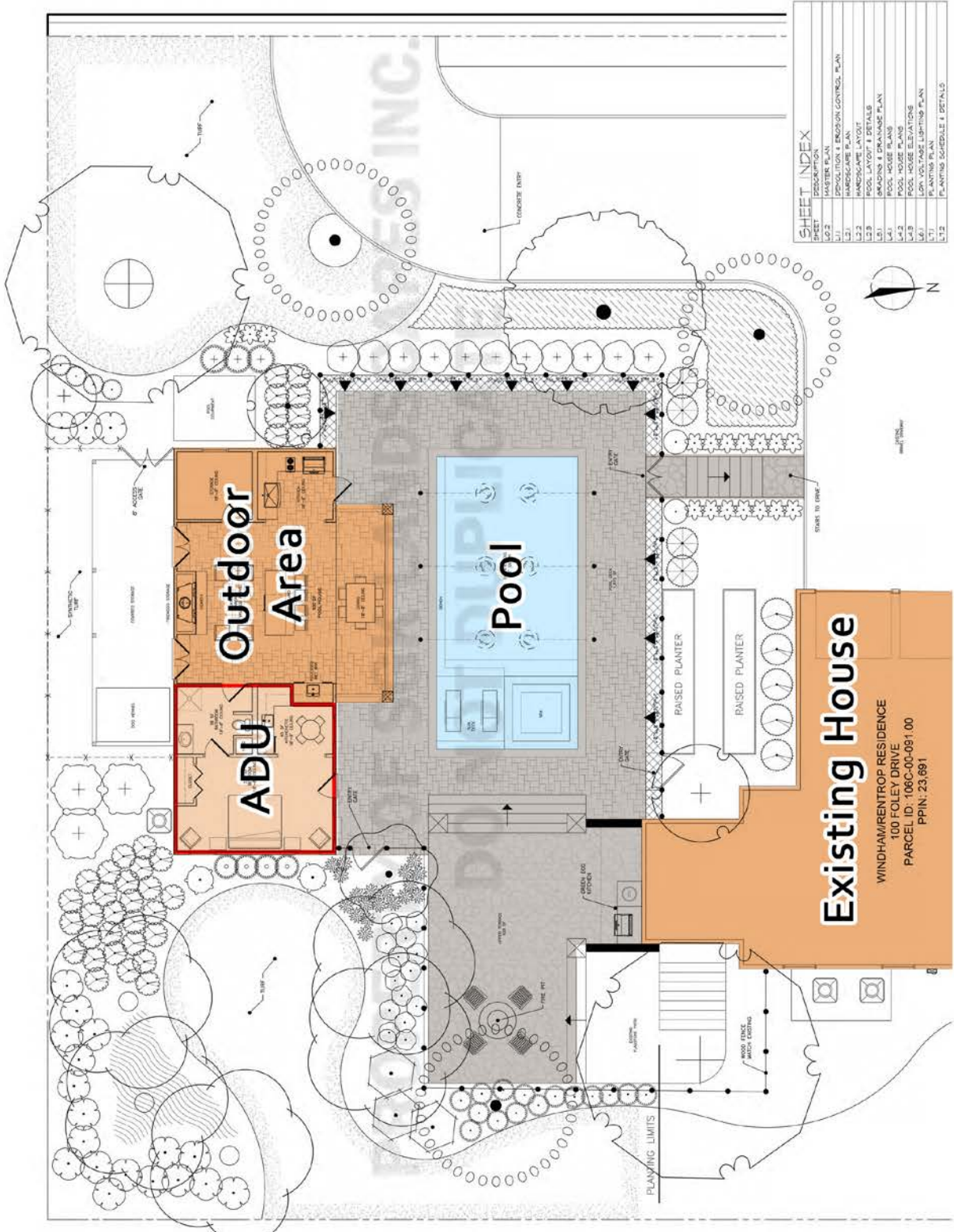
ECON
CONSTRUCTION
1405 FIRE STATION ROAD
STARKVILLE, MS 39759-8922
P. 662.323.2364 F. 662.323.2365
THESE DRAWINGS AND ALL OTHER ITEMS OF
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DRAWING SCALE
0 4 8 16 24
SCALE 3/16" = 1' 0"

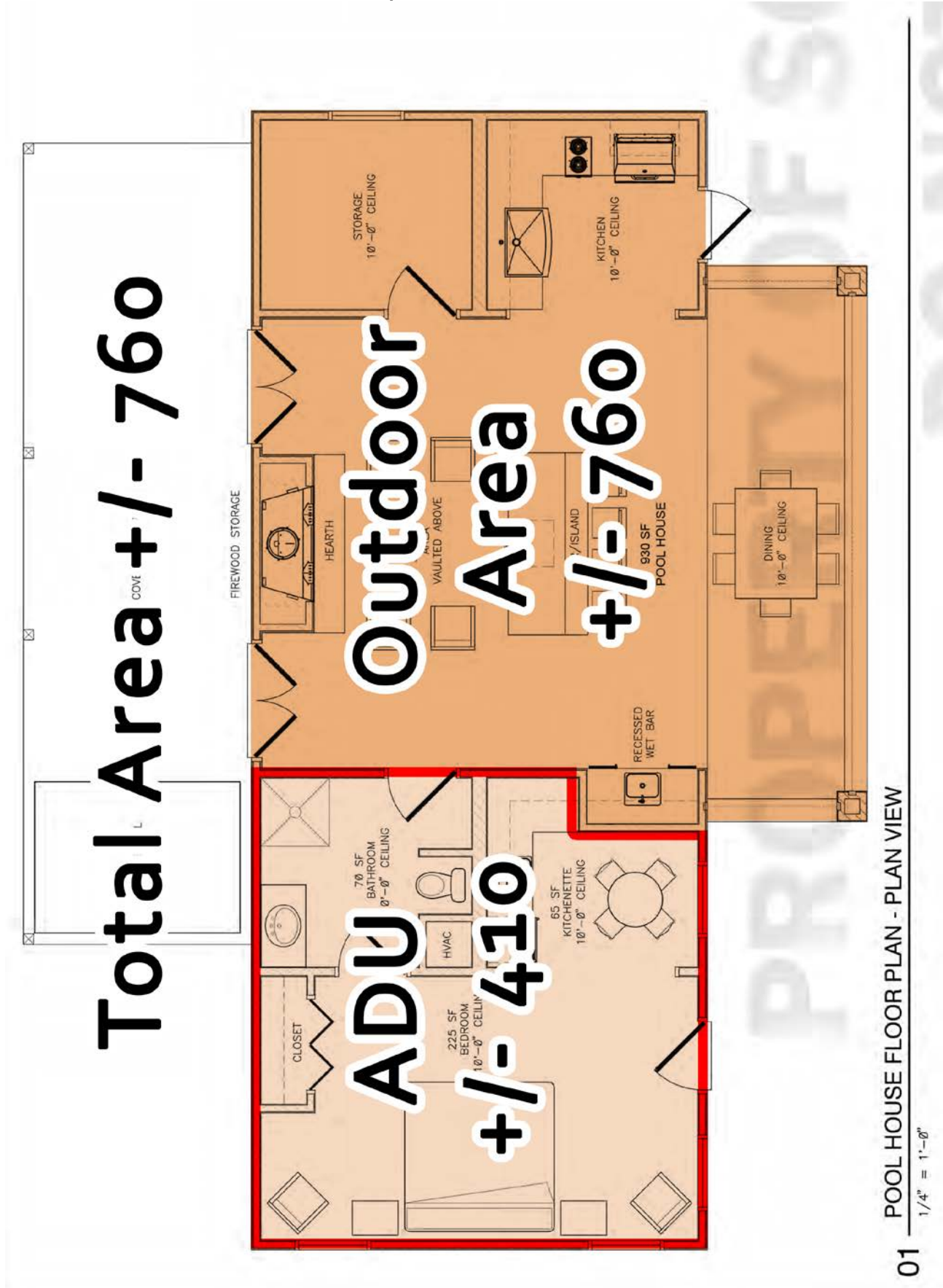
PROJECT
WINDHAM/RENTROP RESIDENCE
100 FOLEY DRIVE
STARKVILLE, MS 39759
OKTEBBEHA COUNTY

MA
DESIGNED BY
PROJECT
DESIGNER: MATTHEW R. REA
PROJECT
NUMBER: 2022-011-SGK
DATE: 10.26.2022
DRAWN BY: MRP
CHECKED BY: MRP

PROJECT INFORMATION
PROJECT
DESIGNER: MATTHEW R. REA
PROJECT
NUMBER: 2022-011-SGK
DATE: 10.26.2022
DRAWN BY: MRP
CHECKED BY: MRP
SHEET TITLE
SITE REFERENCE
MASTER PLAN
SHEET NUMBER
L0.2



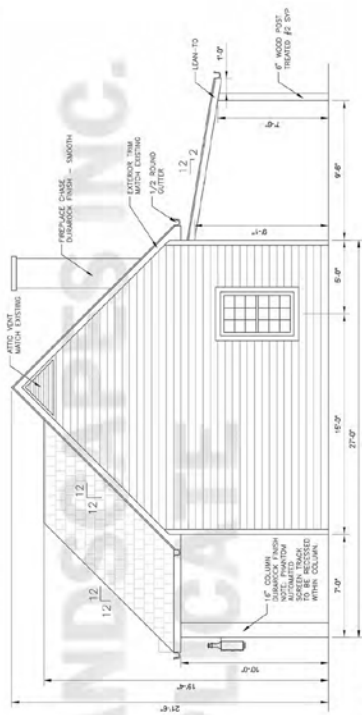
Attachment 4- Proposed Floor Plan of Entire Structure



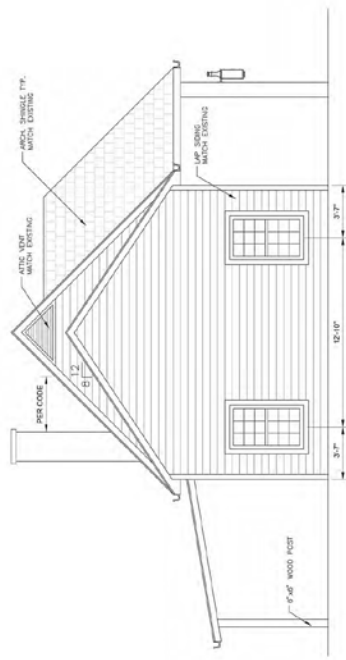
1.6

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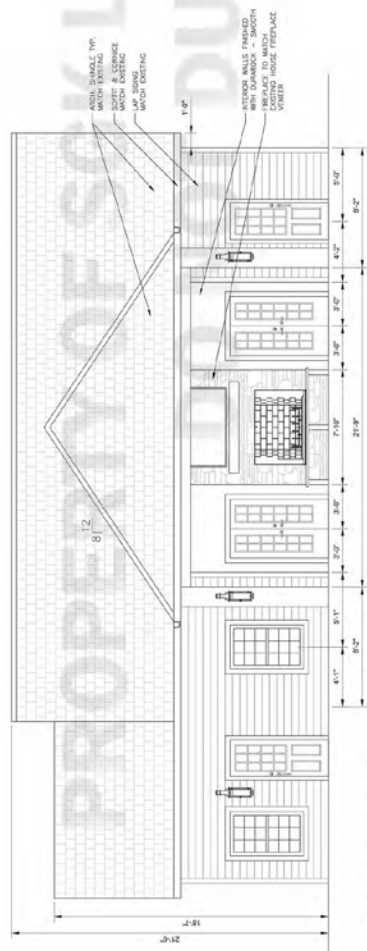
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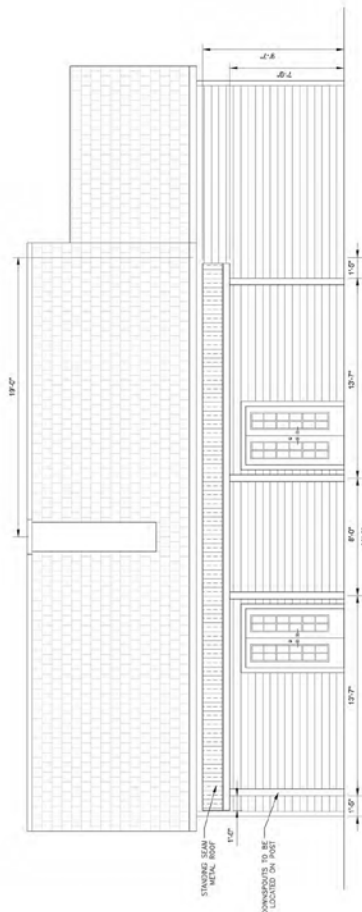
02 POOL HOUSE - WEST ELEVATION VIEW
1/4" = 1'-0"



04 POOL HOUSE - EAST ELEVATION VIEW
1/4" = 1'-0"



01 POOL HOUSE - NORTH ELEVATION VIEW
1/4" = 1'-0"



03 POOL HOUSE - SOUTH ELEVATION VIEW
1/8" = 1'-0"

Board Policy for Public Appearances at Board meetings:

In accordance with the ability and authority of the Board of Aldermen of the City of Starkville to adopt procedures and policies to more effectively and efficiently manage its operations and meetings, the Board of Aldermen find that it is in the best interest of the City to adopt a policy regarding the management of its meetings, specifically as it relates to Public Appearances.

The purpose of this policy is to reduce redundancy and enhance the quality of the presentations authorized under the heading of Public Appearances as it appears on the official City agendas.

The requirements of this policy shall be that each presenter:

- 1) Provide the request to make a public appearance to the office of the City Clerk no later than the Wednesday @ noon prior to the upcoming Board meeting;
- 2) The request should provide the subject matter, the purpose, and who is making the presentation and contact information pursuant to the public appearance request;
- 3) Each request shall be accompanied by six (6) copies of any necessary supporting documentation (this documentation will be included in the packets provided to the Board members);
- 4) Any presentation should not exceed 10 minutes and should include no more than three (3) different presenters;
- 5) Any presentation that requires special equipment to support the presentation must be provided by the presenting party. If the presenter wishes to display any documents or images on the City's video equipment in the Board room, he or she must provide such documents or images to the City's IT department via email or shared URL link no later than Monday @ noon prior to the upcoming Board meeting. Submission of materials via USB Flash Drive, Memory Stick, or other portable storage devices are not allowed, and shall not be accepted by the City's IT staff.
- 6) Solicitation for the provision or sale of goods or services shall not be allowed in a Public Appearance unless specifically requested by the Mayor and Board of Aldermen.
- 7) There will be no more than two (2) public appearances per meeting and the order of presentation will be on a first come/first serve basis.

The Board of Aldermen for the City of Starkville, finding that the foregoing effects the most efficient operation of the Board meetings while allowing full and fair opportunity for a hearing on relevant issues, hereby adopts this policy effective as of the 16th of November, 2022.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 11-15-22
PAGE: 1 of 3

SUBJECT: Consideration of assignment of the City of Starkville, Mississippi contract for legal services with Mitchell, McNutt & Sams, P.A. from Christopher J. Latimer, ESQ. to Berkley N. Huskison, ESQ., effective January 1, 2023, for the remainder of the current Board of Aldermen term.

**REQUESTING
DEPARTMENT:** Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

ASSIGNMENT OF CITY OF STARKVILLE
CONTRACT FOR LEGAL SERVICES

MITCHELL, McNUTT & SAMS, P.A.

January 1, 2023 - June 30, 2025

The City of Starkville, MS (“Starkville”) and Mitchell, McNutt & Sams P.A. (“MMS”) enter into an assignment of the current Contract for Legal Services (the “Contract”) between Starkville and MMS as follows:

WHEREAS, on July 6, 2021, the parties entered into a Contract for Legal Services for the current Board of Aldermen term;

WHEREAS, the Contract commenced on July 6, 2021, and is set to expire on June 30, 2025;

WHEREAS, the Contract was entered into by Christopher J. Latimer, on behalf of MMS, to continue to serve as general counsel to the Mayor and Board of Aldermen of the City of Starkville;

WHEREAS, Christopher J. Latimer, through MMS, has served as general counsel for Starkville since September of 2009;

WHEREAS, due to Mr. Latimer receiving another professional opportunity, the parties desire to assign the current Contract from Mr. Latimer, to his law partner, Berkley N. Huskison, to serve as general counsel to Starkville for the remainder of this Board term;

WHEREAS, Mr. Huskison has clerked in the federal court system, practiced law for over 25-years, and has specialized in defending municipalities, and other governmental entities, in various litigated matters;

WHEREAS, Mr. Huskison will have access to, and get the benefit of, thirteen-plus years of legal research, documents, and systems compiled and used by Mr. Latimer during his representation of the City;

WHEREAS, this assignment will result in continuity, consistency, and efficiency of legal services, especially as this transition occurs mid-term, through the conclusion of the current Board term;

WHEREAS, all other terms in the Contract shall remain the same; and

WHEREAS, this assignment creates no obligation beyond the current Board term, as general counsel services to the City shall remain subject to review and appointment pursuant to Miss. Code Ann. §21-15-25.

NOW, THEREFORE, based on the above findings and consideration shown, the parties agree as follows:

1. The City of Starkville Contract for Legal Services dated July 6, 2021 through June 30, 2025, shall be assigned from Christopher J. Latimer to Berkley N. Huskison, effective January 1, 2023.
2. All other Contract terms shall remain the same.

MITCHELL, McNUTT & SAMS, P.A.

By: _____
Christopher J. Latimer

By: _____
Berkley N. Huskison

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN on the 15th day of November, 2022.

By: _____
Mayor D. Lynn Spruill

Attest:

Lesia Hardin, City Clerk



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Board
AGENDA DATE: 11-15-22
PAGE: 1 of 8

SUBJECT: Consideration of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, acknowledging and approving the sale and award of the \$5,000,000 General Obligation Public Improvement Bonds, Series 2022, of the City of Starkville, Mississippi; and for related purposes.

**REQUESTING
DEPARTMENT:** Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE \$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2022, OF THE CITY OF STARKVILLE, MISSISSIPPI; 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. (a) Definitions. In addition to any words and terms elsewhere defined herein, the following words and terms will have the following meanings, unless some other meaning is plainly intended:

“Act” shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

“Bond” or “Bonds” shall mean the \$5,000,000 General Obligation Public Improvement Bonds, Series 2022, of the Municipality, authorized to be issued in the maximum principal amount of \$10,000,000, and directed to be issued in the Bond Resolution.

“Bond Resolution” shall mean the resolution of the Governing Body authorizing and directing the issuance of the Bonds, adopted June 21, 2022.

“City Clerk” shall mean the City Clerk of the Municipality.

“Mayor” shall mean the Mayor of the Municipality.

“Purchaser” shall mean _____, _____, _____, the successful bidder for the Bonds.

All capitalized terms not otherwise defined herein will have the meaning set forth in the Bond Resolution.

2. The Governing Body on June 21, 2022, did adopt a resolution directing that the Bonds be offered for sale on sealed bids.

3. As directed by the aforesaid resolution and as required by Section 31-19-25, Mississippi Code of 1972, as amended, the Notice of Bond Sale (the “Notice”) was duly published in the *Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Notice having been published in the newspaper at least 2 times, the publication having been made in the newspaper on November 2, 2022, and November 9, 2022, and the first publication having been made at least 10 days preceding Tuesday, November 15, 2022, all as shown by the proof of publication of the Notice attached hereto as **Attachment A**.

4. The City Clerk, acting on behalf of the Governing Body, did appear at City Hall in the Municipality at 3:00 p.m. on Tuesday, November 15, 2022, to receive bids.

5. At the time and place, _____ bids for the Bonds, attached hereto as **Attachment B**, were received, examined, and should be considered by the Governing Body, the bids having heretofore been presented by and being on file with the City Clerk.

6. The Governing Body finds and determines that the lowest and best bid made for the Bonds on the basis of the lowest net interest cost over the life of the Bonds was made by the Purchaser, and further finds that the bid was accompanied by a wire transfer or a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of \$100,000, and issued or certified by a bank, as a guaranty that the bidder would carry out its contract and purchase the Bonds if its bid be accepted.

7. The Governing Body further authorizes the City Clerk to endorse upon a copy or duplicate of the highest and best offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

8. Pursuant to the Notice, the Purchaser has the right to designate a paying agent for the Bonds, subject to the approval of the Governing Body. In order that the designation may be made in a timely fashion, the Mayor and the City Clerk should be authorized to approve or disapprove the designation by the Purchaser.

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

SECTION 1. Notice of Bond Sale. The terms and provisions of the Notice are hereby made a part of this resolution as though set forth in full herein.

SECTION 2. Award of Bonds. The award of the sale of the Bonds to the Purchaser in accordance with the offer submitted to the Municipality and attached hereto as **Attachment C** is hereby acknowledged, confirmed, and approved.

SECTION 3. Notation of Acceptance. The City Clerk is authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

SECTION 4. Good Faith Deposits. The return of the good faith deposits deposited by all unsuccessful bidders upon their respective receipts is approved, and the good faith deposit deposited by the Purchaser shall be retained by the Municipality as a guaranty that the Purchaser will carry out its contract and purchase the Bonds. If the Purchaser fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith deposit shall be retained by the Municipality as liquidated damages for such failure.

SECTION 5. Bond Details. The Bonds shall be in registered form; shall be dated and bear interest from December 6, 2022, and issued on December 6, 2022; shall be of the denomination of \$100,000 each, or integral multiples of \$1,000 thereof up to the amount of a single maturity; shall be numbered from 1 upward in the order of issuance; shall be payable, both as to

principal and interest, in lawful money of the United States of America at a bank or trust company to be designated by the Purchaser, subject to the approval of the Mayor or the City Clerk, and a bank or the City Clerk to act as paying agent, registrar, and transfer agent for the Bonds; shall bear interest from the date thereof, payable on August 1, 2023, and semiannually thereafter on February 1 and August 1 of each year; and shall mature and become due and payable, with option of prior payment as heretofore provided in the Notice, on August 1 in the years and principal amounts and at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2023	\$600,000	_____ %
2024	\$555,000	_____ %
2025	\$580,000	_____ %
2026	\$605,000	_____ %
2027	\$625,000	_____ %
2028	\$650,000	_____ %
2029	\$680,000	_____ %
2030	\$705,000	_____ %

SECTION 6. Paying Agent. The Mayor and the City Clerk are hereby authorized to approve or disapprove a paying agent to be designated by the Purchaser.

SECTION 7. Repealer. All orders, resolutions, or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict.

SECTION 8. Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, November 15, 2022.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Attachment A

Proof of Publication

Starkville Daily News

November 2, 2022, and November 9, 2022

Attachment B

Submitted Bids

Attachment C

Accepted Bid



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 11/15/2022

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 15, 2022 is \$2,459,476.84
Of which the claims amount for Starkville Utilities is \$ 867,639.99

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 09, 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.



Expense Approval Report

By Fund

Post Dates 11/3/2022 - 11/9/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
SANSOM EQUIPMENT COMPANY, INC	VIN9147	10/14/2022	25 YARD REAR LOADER VIN#9147	001-000-025-123	247,024.00
CADENCE /ELAN VISA	69746700	10/22/2022	OCTOBER INDEED	001-000-054-205	65.00
CADENCE /ELAN VISA	69746700	10/22/2022	OCTOBER INDEED	001-000-054-205	128.00
CADENCE /ELAN VISA	69746700	10/22/2022	OCTOBER INDEED	001-000-054-205	15.00
CADENCE /ELAN VISA	69746700	10/22/2022	OCTOBER INDEED	001-000-054-205	50.43
CADENCE /ELAN VISA	69746700	10/22/2022	OCTOBER INDEED	001-000-054-205	26.75
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-000-053-206	19,352.63
PHILLIP QUINN JR	INV0035685	10/27/2022	OVERPAID ON DUI	001-000-149-691	450.00
CADENCE /ELAN VISA	70497308	10/31/2022	INDEED FOR OCTOBER	001-000-054-205	68.99
CADENCE /ELAN VISA	70497308	10/31/2022	INDEED FOR OCTOBER	001-000-054-205	54.18
PAPA JOHNS PIZZA	0011	11/02/2022	LUNCH FOR TRAINING	001-000-160-697	52.97
Outstanding Total:					267,287.95
Department 000 - UNDESIGNATED Total:					267,287.95
Department: 005 - MISSING DESCRIPTION FOR DEPT - 005					
Outstanding					
FUELMAN / FLEETCOR	NP63128095	10/24/2022	10.17.22-10.23.22 FUEL CHARGES	001-005-054-208	161.90
FUELMAN / FLEETCOR	NP63230087	11/07/2022	FUEL CHARGES 10.31.22-11.06.22	001-005-054-208	68.08
Outstanding Total:					229.98
Department 005 - MISSING DESCRIPTION FOR DEPT - 005 Total:					229.98
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	001-100-604-330	172.27
Outstanding Total:					172.27
Department 100 - BOARD OF ALDERMEN Total:					172.27
Department: 110 - MUNICIPAL COURT					
Outstanding					
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-110-620-370	5,990.10
TYLER TECHNOLOGIES	130-132156	10/26/2022	BRAZOS TRAINING	001-110-918-805	3,000.00
TYLER TECHNOLOGIES	130-132312	10/31/2022	BRAZOS TRAINING	001-110-918-805	796.94
TYLER TECHNOLOGIES	025-398956	11/01/2022	BRAZOS MAINT FEE	001-110-918-805	1,100.22
TYLER TECHNOLOGIES	025-398957	11/01/2022	ANNUAL MAINT	001-110-918-805	329.65
MS DEPT OF PUBLIC SAFETY	OCT2022	11/03/2022	OCTOBER 2022	001-110-330-386	2,195.00
MS DEPT OF PUBLIC SAFETY	OCT2022	11/03/2022	OCTOBER 2022	001-110-330-396	2,410.00
MS DEPT OF PUBLIC SAFETY	OCT2022	11/03/2022	OCTOBER 2022	001-110-330-397	286.24
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-166	862.00
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-376	112.50
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-377	152.50
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-378	651.00
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-382	15,731.50
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-385	3,767.76
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-387	4,930.75
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-389	110.00
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-393	340.00
STATE TREASURER	OCTOBER2022	11/03/2022	OCTOBER 2022	001-110-330-398	4,611.50

Expense Approval Report

Post Dates: 11/3/2022 - 11/9/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0035698	11/04/2022	8282 41 101 0508324 MONTHLY USAGE	001-110-604-330	25.10

Outstanding Total:	47,402.76
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Department 110 - MUNICIPAL COURT Total:	47,402.76
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Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	001-111-604-330	162.76
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Outstanding Total:	162.76
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Department 111 - YOUTH COURT Total:	162.76
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Department: 120 - MAYORS OFFICE

Outstanding

SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	001-120-604-330	96.12
CANON SOLUTIONS AMERICA*	6002237630	10/29/2022	COPIER MAINT	001-120-604-330	113.25
CANON SOLUTIONS AMERICA*	6002238091	10/29/2022	COPIER MAINT	001-120-604-330	12.25
CANON SOLUTIONS AMERICA*	6002312217	11/01/2022	COPIER MAINT	001-120-604-330	12.17
CORPORATE REALTORS MANAGEMENT	COS2211	11/01/2022	OCTOBER 2022	001-120-600-300	3,125.00
MAXXSOUTH BROADBAND	INV0035698	11/04/2022	8282 41 101 0508324 MONTHLY USAGE	001-120-604-330	25.09

Outstanding Total:	3,383.88
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Department 120 - MAYORS OFFICE Total:	3,383.88
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Department: 123 - IT

Outstanding

CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	001-123-604-330	86.10
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-123-620-370	36,170.91
SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	001-123-604-330	96.12
SADA SYSTEMS	177132	10/31/2022	GSUITE RENEWAL	001-123-604-330	14,400.00
SCREEN	INV0035686	11/03/2022	SCREEN CONNECT RENEWAL	001-123-600-300	1,512.00
CONNECT/CONNECTWISE					
MAXXSOUTH BROADBAND	INV0035707	11/03/2022	8282 41 101 0589548 MONTHLY BILL	001-123-918-806	794.37
MAXXSOUTH BROADBAND	INV0035698	11/04/2022	8282 41 101 0508324 MONTHLY USAGE	001-123-604-330	25.10
GOVERNMENT LEASING COMPANY, LLC	GLC23104-40/60	11/07/2022	10 ACTIVE SOLUTIONS CAMERAS	001-123-918-806	1,153.00

Outstanding Total:	54,237.60
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Department 123 - IT Total:	54,237.60
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Department: 145 - OTHER ADMINISTRATIVE

Outstanding

QUILL CORPORATION	28522236	10/21/2022	40-45 GAL TRASHCAN LINERS	001-145-501-200	56.04
QUILL CORPORATION	28523130	10/21/2022	TRASHCAN LINERS,NOTE PADS,STAPLES,POST IT, COFFEE	001-145-501-200	159.67
CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	001-145-604-330	47.55
SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	001-145-604-330	48.06
MAXXSOUTH BROADBAND	INV0035698	11/04/2022	8282 41 101 0508324 MONTHLY USAGE	001-145-604-330	25.10
LISA LEMASTERS	INV0035704	11/04/2022	MEAL REIMBURSEMENT CLERK TRAINING	001-145-610-350	70.91
AMAZON CAPITAL SERVICES, INC.	1XRF-66X9-TJKN	11/06/2022	PLANNERS,CALENDAR,WRITE & ERASE TABS & DIVIDERS	001-145-501-200	94.23
CADENCE /ELAN VISA	INV0035713	11/08/2022	CLERK TRAINING RIDGELAND LISA HOTEL	001-145-610-350	447.00

Expense Approval Report

Post Dates: 11/3/2022 - 11/9/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
IIMC	INV0035719	11/09/2022	JOANNA MCLAURIN & LESA HARDIN MEMBERSHIP	001-145-690-556	330.00
Outstanding Total:					1,278.56
Paid					
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0035696	11/04/2022	LISA LEMASTERS CMC PROGRAM SESSION	001-145-610-350	200.00
Paid Total:					200.00
Department 145 - OTHER ADMINISTRATIVE Total:					1,478.56
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300234274	10/06/2022	IND PARK ROAD	001-169-615-342	47.52
STARKVILLE DAILY NEWS	300234275	10/06/2022	230 BANCROFT AVE	001-169-615-342	27.12
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	449259	11/04/2022	GENERAL MATTERS STK ELECTRIC MS 182 BUILD GRANT	001-169-600-302	9,392.20
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	449260	11/04/2022	LITIGATED MATTERES	001-169-600-312	128.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	449261	11/04/2022	BOND SERVICES 7/20/19- 11/2022	001-169-600-309	5,567.00
Outstanding Total:					15,161.84
Department 169 - LEGAL Total:					15,161.84
Department: 180 - HUMAN RESOURCES					
Outstanding					
CLINIC AT ELM LAKE, THE	34226	10/03/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34227	10/03/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34255	10/05/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34271	10/06/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34324	10/13/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34346	10/17/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34356	10/18/2022	DRUG SCREEN	001-180-600-320	30.00
FEDEX	7-918-83656	10/19/2022	POLICE AND PAYROLL SERVICES	001-180-691-505	94.80
CLINIC AT ELM LAKE, THE	34378	10/20/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34379	10/20/2022	DRUG SCREEN	001-180-600-320	30.00
CADENCE /ELAN VISA	69746700	10/22/2022	OCTOBER INDEED	001-180-610-340	41.25
CADENCE /ELAN VISA	69746700	10/22/2022	OCTOBER INDEED	001-180-610-340	25.00
CADENCE /ELAN VISA	69746700	10/22/2022	OCTOBER INDEED	001-180-610-340	150.00
CLINIC AT ELM LAKE, THE	34405	10/25/2022	DRUG SCREEN	001-180-600-320	30.00
CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	001-180-604-330	51.77
CLINIC AT ELM LAKE, THE	34441	10/27/2022	DRUG SCREEN PANEL	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34442	10/27/2022	DRUG SCREEN PANEL	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34443	10/27/2022	DRUG SCREEN PANEL	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34463	10/31/2022	DRUG SCREEN PANEL	001-180-600-320	30.00
CADENCE /ELAN VISA	70497308	10/31/2022	INDEED FOR OCTOBER	001-180-610-340	41.74
CADENCE /ELAN VISA	70497308	10/31/2022	INDEED FOR OCTOBER	001-180-610-340	60.29
CLINIC AT ELM LAKE, THE	34489	11/02/2022	DRUG SCREEN PANEL	001-180-600-320	30.00
FEDEX	7-933-37067	11/02/2022	PAYROLL	001-180-691-505	64.00
MAXXSOUTH BROADBAND	INV0035698	11/04/2022	8282 41 101 0508324 MONTHLY USAGE	001-180-604-330	25.09
Outstanding Total:					1,003.94
Department 180 - HUMAN RESOURCES Total:					1,003.94
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	001-190-604-330	553.99
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-190-620-370	2,073.50

Expense Approval Report

Post Dates: 11/3/2022 - 11/9/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0035698	11/04/2022	8282 41 101 0508324 MONTHLY USAGE	001-190-604-330	25.09

Outstanding Total:	2,652.58
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Department 190 - CITY PLANNER Total:	2,652.58
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Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

HOLLIS BROTHERS HEATING & COOLING	68906	07/07/2022	SERVICE AND REPAIR AT NEEDMORE CENTER	001-192-625-380	465.00
CINTAS	4129765309	08/30/2022	SUPPLIES	001-192-510-220	12.62
FUELMAN / FLEETCOR	NP63128095	10/24/2022	10.17.22-10.23.22 FUEL CHARGES	001-192-510-204	29.61
STARKVILLE UTILITIES	INV0035709	10/28/2022	MONTHLY USAGE	001-192-625-380	2,940.45
SECURITY SOLUTIONS	17377255	11/01/2022	ANNUAL FEE COMMERCIAL FIRE NETWORK	001-192-600-338	540.00
CINTAS	4135968694	11/01/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4135968705	11/01/2022	SUPPLIES	001-192-510-220	74.44
JAN-PRO OF MS	870889	11/01/2022	JANITORIAL SERVICES NOVEMBER 2022	001-192-600-338	1,619.00
PETTY CASH VOUCHERS	INV0035687	11/01/2022	ALDERMAN DRINKS	001-192-510-220	8.56
ATMOS ENERGY	INV0035710	11/07/2022	MONTHLY USAGE	001-192-625-380	2,013.87
FUELMAN / FLEETCOR	NP63230087	11/07/2022	FUEL CHARGES 10.31.22-11.06.22	001-192-510-204	25.61
CINTAS	4136677761	11/08/2022	SUPPLIES	001-192-510-220	18.44
CINTAS	4136677770	11/08/2022	SUPPLIES	001-192-510-220	12.62

Outstanding Total:	7,772.84
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Department 192 - GENERAL GOVERN BLDG & PLANT Total:	7,772.84
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Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTON YOUNG CORP.	153	11/03/2022	OCTOBER LAWN SERVICES	001-196-630-425	800.00
HAMPTON YOUNG CORP.	153	11/03/2022	OCTOBER LAWN SERVICES	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	153	11/03/2022	OCTOBER LAWN SERVICES	001-196-637-637	600.00

Outstanding Total:	3,000.00
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Department 196 - CEMETERY ADMINISTRATION Total:	3,000.00
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Department: 197 - ENGINEERING

Outstanding

FUELMAN / FLEETCOR	NP63128095	10/24/2022	10.17.22-10.23.22 FUEL CHARGES	001-197-525-231	109.26
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-197-620-370	2,073.50
FUELMAN / FLEETCOR	NP63150429	10/31/2022	FUEL 10.24.22-10.30.22	001-197-525-231	180.66
MAXXSOUTH BROADBAND	INV0035698	11/04/2022	8282 41 101 0508324 MONTHLY USAGE	001-197-604-330	25.10

Outstanding Total:	2,388.52
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Department 197 - ENGINEERING Total:	2,388.52
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Department: 201 - POLICE DEPARTMENT

Outstanding

TYLER TECHNOLOGIES	025-393044	08/31/2022	BRAZOS TRAINER	001-201-918-805	250.00
PARKER CDJR*	129682	09/13/2022	DIAGNOSTIC VIN#6299	001-201-630-360	143.75
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0035692	10/04/2022	FEEDING INMATES OCTOBER 22	001-201-541-237	11,160.00
GLOBAL POLICE SOLUTIONS, LLC	2022352	10/06/2022	FIELD TRAINING OFFICEERS COURSE	001-201-690-552	658.00
OCH REGIONAL MEDICAL CTR	2621736	10/08/2022	INMATE PHARMACY AND ER VISIT	001-201-541-240	198.10
OCH REGIONAL MEDICAL CTR	2621739	10/08/2022	PRISONER ER VISIT	001-201-541-240	182.00
TYLER TECHNOLOGIES	130-131736	10/12/2022	BRAZOS TABLET AND SET UP	001-201-918-805	5,500.00
CANON FINANCIAL SERVICES, INC	29343153	10/12/2022	COPIER USAGE	001-201-635-369	113.48
LAIRD CLINIC -POLICE ACCOUNT	541637	10/13/2022	PHYSICAL,EKG,UDS	001-201-690-551	188.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TRI-STARR MUFFLER & BRAKES	791539	10/13/2022	VIN#2115 LEFT & RIGHT CONVERTER & HEADLIGHT	001-201-630-360	2,289.46
MS DELTA COMMUNITY COLLEGE	INV0035700	10/13/2022	MEALS AND LODGING FTO COURSE	001-201-690-552	360.00
PARKER CDJR*	200223	10/15/2022	VIN#5179 RELACE DRIVER FRONT HEADLAMP BULB	001-201-630-360	137.07
TYLER TECHNOLOGIES	130-132112	10/19/2022	BRAZOS TRAINER	001-201-918-805	735.95
FEDEX	7-918-83656	10/19/2022	POLICE AND PAYROLL SERVICES	001-201-501-200	42.18
BOARDTOWN ENGRAVING	102022C	10/20/2022	10X13 PLAQUE W/PHOTO COMMUNITY ROOM DEDICATION	001-201-600-300	60.00
AMAZON CAPITAL SERVICES, INC.	1JXR-V4L3-X114	10/23/2022	MONITOR,PRINTER CABLES, AUTO PRINTER SWITCH,ETC	001-201-630-404	741.61
ARMY NAVY PAWN SHOP	102422B	10/24/2022	REFLECTIVE NAME PLATES BIKE PATROL	001-201-535-233	90.00
R&M TIRES	1141369	10/24/2022	VIN#4279 TIRES ALIGNMENT OIL CHANGE	001-201-630-360	880.10
GTPDD PHARMACY	35930	10/24/2022	MEDICINE FOR CITY PRISONER	001-201-541-240	5.98
FUELMAN / FLEETCOR	NP63128095	10/24/2022	10.17.22-10.23.22 FUEL CHARGES	001-201-525-231	3,509.25
R&M TIRES	1141425	10/25/2022	VIN#7162 OIL CHANGE 2 TIRES ALIGNMENT AND BAL ETC	001-201-630-360	548.52
R&M TIRES	1141447	10/25/2022	VIN#6795 REPAIR FLAT TIRE	001-201-630-360	25.00
SULLIVAN'S OFFICE SUPPLY, INC.	76699	10/25/2022	6X6 DOOR PLAQUE REAL TIME CRIME CENTER	001-201-501-200	42.95
CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	001-201-604-330	2,129.45
WALMART- CAPITAL ONE	017509	10/26/2022	FOOD COMMUNITY ROOM DEDICATION	001-201-501-200	182.06
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-201-620-370	41,239.52
MAGNOLIA BOTTLED WATER CO	56150	10/26/2022	5 COOLER WATER	001-201-501-200	45.00
STARKVILLE NARCOTICS	10.27.22FEES	10/27/2022	VARIOUS INFORMANT FEES	001-201-600-304	2,890.00
R&M TIRES	1141485	10/27/2022	VIN#7166 BRAKE PAD AND ROTOR KIT FRONT	001-201-630-360	465.00
AMAZON CAPITAL SERVICES, INC.	167T-WRHY-Q6F7	10/27/2022	EXTERNAL HARD DRIVE AND PENCILS	001-201-630-404	66.02
AT&T MOBILITY	287308925437Z11052022	10/27/2022	MONTHLY USAGE 287308925437	001-201-604-330	1,958.70
WALMART- CAPITAL ONE	627192	10/27/2022	STAPLES	001-201-501-200	11.88
WALMART- CAPITAL ONE	684662	10/27/2022	PLATES,NAPKINS,FORKS FOOD COMMUNITY ROOM DEDICATIO	001-201-501-200	59.34
SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	001-201-604-330	48.06
SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	001-201-604-330	96.12
IVY AUTO PARTS, LLC.	696252	10/28/2022	MOTOR UNIT 3 MO WARRANTY APPLIED	001-201-630-360	91.35
STARKVILLE UTILITIES	INV0035709	10/28/2022	MONTHLY USAGE	001-201-625-380	4,406.00
SAMANTHA GILLEN	0797113	10/29/2022	REIMBURSE FOR EXTERNAL HARD DRIVE	001-201-630-404	63.13
AMAZON CAPITAL SERVICES, INC.	1K6D-RW1H-H4L4	10/30/2022	K9 PATCHES	001-201-535-233	20.98
ARMY NAVY PAWN SHOP	10312022	10/31/2022	SWAT BOOTS	001-201-535-233	79.00
PARKER CDJR*	200591	10/31/2022	VIN#3010 OIL CHANGE & CABIN AIR FILTER CHANGE	001-201-630-360	169.39
WALMART- CAPITAL ONE	361755	10/31/2022	BATTERIES X4 PACKS	001-201-501-200	42.28
DANNY MCCLUSKEY TOWING	3677	10/31/2022	VIN#5177 TOW TO PARKER CDJR	001-201-600-300	65.00
WALMART- CAPITAL ONE	687283	10/31/2022	DUCT TAPE AND GLASSES	001-201-501-200	25.68
FUELMAN / FLEETCOR	NP63150429	10/31/2022	FUEL 10.24.22-10.30.22	001-201-525-231	3,756.90
AMAZON CAPITAL SERVICES, INC.	113-7522577-2033803	11/01/2022	SAMSUNG 870 EVO SATA SSD HARD DRIVE	001-201-630-404	49.99

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Post Dates: 11/3/2022 - 11/9/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CITY OF COLUMBUS	1139	11/01/2022	6 EXPEDIETED CONTROLLED SUB ANALYSIS	001-201-600-300	360.00
R&M TIRES	1141579	11/01/2022	VIN#6901 2 TIRES AND BALANCE	001-201-630-360	356.58
AMAZON CAPITAL SERVICES, INC.	1WQ7-HV3G-NTJG	11/01/2022	3 MOTIVATIONAL CANVAS	001-201-501-200	54.99
AMAZON CAPITAL SERVICES, INC.	1YQP-G97F-1JPJ	11/01/2022	SUPPLIES FOR INVERSTIGATORS	001-201-501-200	159.36
COPY COW	36553	11/01/2022	DARE CERTIFICATES	001-201-615-343	0.11
WALMART- CAPITAL ONE	456752	11/01/2022	4 2TB EXTERNAL HARD DRIVE	001-201-630-404	226.97
MSU COLLEGE OF VETERINARY MEDICINE	752352	11/01/2022	KOJACK EXAM FEE AND FLUIDS	001-201-600-300	239.00
SAMANTHA GILLEN	INV0035691	11/01/2022	REIMBURSEMENT ON CLOTHES ALLOWANCE	001-201-535-233	108.59
ARMY NAVY PAWN SHOP	110222A	11/02/2022	PARKING ENFORCEMENT G2 BOOTS	001-201-535-233	70.00
R&M TIRES	1141588	11/02/2022	VIN#5178 OIL CHANGE	001-201-630-360	84.45
R&M TIRES	1141590	11/02/2022	VIN#3619 REPAIR FLAT TIRE	001-201-630-360	25.00
GULF STATES DISTRIBUTORS, INC.	1430827	11/02/2022	ANNO FOR SWAT	001-201-556-251	1,398.50
GULF STATES DISTRIBUTORS, INC.	143827	11/02/2022	SWAT SUPPLIES	001-201-556-251	1,398.50
WALMART- CAPITAL ONE	691808	11/02/2022	2 COMPUTER MOUSE	001-201-630-404	43.94
SULLIVAN'S OFFICE SUPPLY, INC.	76923	11/02/2022	1 CASE STORAGE FILES	001-201-501-200	41.41
TYLER HARPMAN	INV0035693	11/02/2022	REIMBURSE FUEL CHARGE CITY CARD DIDN'T WORK	001-201-525-231	39.00
RAHEEM CLEMONS	INV0035701	11/02/2022	MEAL REIMBURSEMENT SFST TRAINING	001-201-690-552	12.14
ARMY NAVY PAWN SHOP	11322A	11/03/2022	FIRING RANGE SUPPLIES	001-201-545-238	235.00
CADENCE /ELAN VISA	INV0035702	11/03/2022	ROOM FOR SFST TRAINING HERNANDO	001-201-690-552	176.00
WALMART- CAPITAL ONE	620332	11/04/2022	JANITORIAL SUPPLIES	001-201-555-208	2.28
AMAZON CAPITAL SERVICES, INC.	1CPQ-KXN6=R6FY	11/06/2022	INTERNAL SOLID STATE HARD DRIVE	001-201-630-404	49.99
AMAZON CAPITAL SERVICES, INC.	1KP7-YJL1-TWV9	11/06/2022	DCC 12 DUMMY BETTERY & AC ADAPTER SP TO HDMI ADAPT	001-201-630-404	28.79
MAXXSOUTH BROADBAND	INV0035703	11/06/2022	FORENSIC LAB	001-201-604-330	7.88
IVY AUTO PARTS, LLC.	696730	11/07/2022	2 YEAR BATTERY	001-201-630-360	148.34
ATMOS ENERGY	INV0035710	11/07/2022	MONTHLY USAGE	001-201-625-380	129.47
FUELMAN / FLEETCOR	NP63230087	11/07/2022	FUEL CHARGES 10.31.22-11.06.22	001-201-525-231	3,568.21
Outstanding Total:					94,786.75
Paid					
SAGE DYNAMICS	LLEI OK 22 13	11/04/2022	TYLER DAVIS INSTRUCTOR COURSE	001-201-690-552	450.00
Paid Total:					450.00
Department 201 - POLICE DEPARTMENT Total:					95,236.75
Department: 245 - DISPATCHERS					
Outstanding					
CADENCE /ELAN VISA	54749661	10/25/2022	ROOM FOR DISPATCH TRAINING	001-245-690-552	193.32
ALLIYAH BRADFORD	INV0035690	10/25/2022	MILEAGE FOR TRAINING IN RIDGELAND	001-245-690-552	64.28
ALLIYAH BRADFORD	INV0035688	11/02/2022	MEALS REIMBURSED DISPATCH TRAINING	001-245-690-552	55.07
Outstanding Total:					312.67
Department 245 - DISPATCHERS Total:					312.67

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 246 - CODE ENFORCEMENT					
Outstanding					
ARMY NAVY PAWN SHOP	101922B	10/19/2022	3 MENS UNIFORM POLO LS SHIRT	001-246-535-233	81.00
FUELMAN / FLEETCOR	NP63128095	10/24/2022	10.17.22-10.23.22 FUEL CHARGES	001-246-525-231	76.35
FUELMAN / FLEETCOR	NP63150429	10/31/2022	FUEL 10.24.22-10.30.22	001-246-525-231	47.07
Outstanding Total:					204.42
Department 246 - CODE ENFORCEMENT Total:					204.42
Department: 261 - FIRE DEPARTMENT					
Outstanding					
LAIRD CLINIC-FIRE ACCOUNT	541549	10/12/2022	MMR.HEP B #2 L BATES	001-261-600-319	170.00
FUELMAN / FLEETCOR	NP63128095	10/24/2022	10.17.22-10.23.22 FUEL CHARGES	001-261-525-231	1,176.75
CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	001-261-604-330	258.39
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-261-620-370	52,067.78
BELL BUILDING SUPPLY, INC.	359594	10/27/2022	PIPE, PVC, CEMENT	001-261-555-250	9.82
SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	001-261-604-330	593.81
RACKLEY OIL INC.	000586607	10/28/2022	5 CHEVRON AW 32 5/1	001-261-525-231	59.95
WALMART- CAPITAL ONE	215297	10/28/2022	LINEN FOR NEW FIREFIGHTER	001-261-555-250	52.96
STARKVILLE UTILITIES	INV0035709	10/28/2022	MONTHLY USAGE	001-261-625-380	847.73
AMAZON CAPITAL SERVICES, INC.	1LF7-QQD1-VL1N	10/31/2022	CHOKE,STREAMLIGHT BATTERY	001-261-630-360	230.08
IVENTORY TRADING COMPANY	229600	10/31/2022	64 QUARTER ZIP PULLOVERS	001-261-535-233	2,560.00
POWERSTROKE EQUIPMENT SALES & SVC	7094	10/31/2022	CHAIN AND 3 PACK FILES	001-261-630-360	24.98
SULLIVAN'S OFFICE SUPPLY, INC.	76861	10/31/2022	MS & US FLAGS 4X5 & 3X5	001-261-555-250	590.89
EAST MISSISSIPPI LUMBER CO.	A118214	10/31/2022	BACK PACK BLOWER	001-261-630-360	449.99
FUELMAN / FLEETCOR	NP63150429	10/31/2022	FUEL 10.24.22-10.30.22	001-261-525-231	970.86
LANN CHEMICAL & SUPPLY	107304	11/01/2022	WHITE ROLL TOWELS	001-261-555-208	275.25
DAVIS PAPER & CHEMICAL	4368	11/01/2022	JANITORIAL SUPPLIES	001-261-555-208	93.78
NORTHEAST EXTERM - FIRE ACCT 65056		11/01/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 65057		11/01/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 65058		11/01/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 65059		11/01/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT 65061		11/01/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
O'REILLY AUTO PARTS	0997-277443	11/02/2022	HOOD SUPPORT	001-261-630-360	23.39
LOWE'S-FIRE	09621	11/03/2022	2 STORAGE CABINETS DOOR HANDLE	001-261-558-269	517.69
NEWELL PAPER COMPANY	3150911	11/03/2022	JANITORIAL SUPPLIES	001-261-555-208	158.35
O'REILLY AUTO PARTS	0997-277796	11/04/2022	HOOD SUPPORT	001-261-630-360	146.00
O'REILLY AUTO PARTS	0997-277820	11/04/2022	HOOD SUPPORT	001-261-630-360	-93.56
O'REILLY AUTO PARTS	0997-277820	11/04/2022	HOOD SUPPORT	001-261-630-360	127.52
ARMY NAVY PAWN SHOP	110722A	11/07/2022	UNIFORM BOOTS AND PANTS	001-261-535-233	217.00
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17044085	11/07/2022	REPAIR MAKO FILL STATION	001-261-630-360	425.00
ATMOS ENERGY	INV0035710	11/07/2022	MONTHLY USAGE	001-261-625-380	8.83
ATMOS ENERGY	INV0035710	11/07/2022	MONTHLY USAGE	001-261-625-380	121.20
FUELMAN / FLEETCOR	NP63230087	11/07/2022	FUEL CHARGES 10.31.22-11.06.22	001-261-525-231	1,097.83
ARMY NAVY PAWN SHOP	11822A	11/08/2022	2 PAIR UNIFORM BOOT	001-261-535-233	149.00
STATE FIRE ACADEMY	29854	11/08/2022	NO SHOW FEE FIREGROUND LEADERSHIP	001-261-600-390	120.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GOVERNMENT LEASING & FINANCE, INC.	485930721	11/08/2022	FIRE TRUCK CONTRACT PAYMENT	001-261-820-874	113,132.35
Outstanding Total:					176,693.62
Paid					
ATMOS ENERGY	67055T2	11/04/2022	3017756705	001-261-625-380	248.52
Paid Total:					248.52
Department 261 - FIRE DEPARTMENT Total:					176,942.14
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	001-281-604-330	51.75
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-281-620-370	2,073.50
FUELMAN / FLEETCOR	NP63150429	10/31/2022	FUEL 10.24.22-10.30.22	001-281-525-231	47.01
MAXXSOUTH BROADBAND	INV0035698	11/04/2022	8282 41 101 0508324 MONTHLY USAGE	001-281-604-330	25.09
Outstanding Total:					2,197.35
Department 281 - BUILDING/CODES OFFICE Total:					2,197.35
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0035709	10/28/2022	MONTHLY USAGE	001-290-625-380	27.61
Outstanding Total:					27.61
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					27.61
Department: 301 - STREET DEPARTMENT					
Outstanding					
AUTOZONE	0426454269	08/03/2022	FILTERS TRANS FLUID ETC	001-301-630-360	102.18
AUTOZONE	0426454521	08/03/2022	SEA FOAM MOTOR TREATMENT	001-301-630-360	33.00
AUTOZONE	0426456120	08/05/2022	DIESEL FLUID	001-301-630-360	83.94
APAC-MISSISSIPPI, INC	4000116709	10/02/2022	ASPHALT	001-301-560-270	452.88
TRIPLE C TRAILERS, LLC	2344	10/20/2022	REPAIR TRAILER	001-301-630-400	765.00
STARKVILLE AUTO PARTS	5151-156446	10/20/2022	TRAILOR HITCH ETC	001-301-630-360	327.80
FUELMAN / FLEETCOR	NP63128095	10/24/2022	10.17.22-10.23.22 FUEL CHARGES	001-301-525-231	1,109.87
STARKVILLE AUTO PARTS	5151-156573	10/25/2022	STEERING COUPLING	001-301-630-360	13.99
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-301-620-370	7,833.25
CHEMPRO SERVICES INC	16886	10/26/2022	2022 WEED CONTROL SERVICES & DITCH SPRAYING	001-301-561-271	9,926.00
STARKVILLE AUTO PARTS	5151-156547	10/26/2022	OIL AND OIL FILTER	001-301-630-360	47.53
CODY BOYD	122003	10/27/2022	TREE ON S JACKSON AND CUT LIMBS ON CRITZ	001-301-600-300	2,592.00
NEWELL PAPER COMPANY	3150609	10/27/2022	DISINF CLEANER	001-301-555-250	162.99
STARKVILLE LP GAS	3180579	10/27/2022	PROPANE	001-301-555-250	51.00
RACKLEY OIL INC.	586459	10/27/2022	PURE GUARD GEAR OIL	001-301-630-360	69.95
MMC MATERIALS, INC.	795466	10/27/2022	CONCRETE 815 OLD WEST POINT	001-301-560-270	830.00
CINTAS FIRST AID & SAFETY	5130739818	10/28/2022	FIRST AID SUPPLIES	001-301-555-250	61.02
CINTAS FIRST AID & SAFETY	5130739818	10/28/2022	FIRST AID SUPPLIES	001-301-555-250	16.95
STARKVILLE UTILITIES	INV0035709	10/28/2022	MONTHLY USAGE	001-301-625-380	451.67
STARKVILLE UTILITIES	INV0035709	10/28/2022	MONTHLY USAGE	001-301-625-380	18.78
GATEWAY TIRE & SERVICE CENTER	1018-170111	10/31/2022	REPAIR TIRES ON 18FT EQUIPMENT TRAILER	001-301-630-400	114.92
MS CRANE SERVICES LLC	107	10/31/2022	CRANE ASSITANCE FOR TREE REMOVAL CODY BOYD	001-301-600-300	1,100.00
CODY BOYD	122004	10/31/2022	REMOVAL OF TREE ON S JACKSON & LIMBS ON CRITZ ST	001-301-600-300	1,296.00
BELL BUILDING SUPPLY, INC.	359114	10/31/2022	CONCRETE	001-301-560-270	15.38
BELL BUILDING SUPPLY, INC.	359543	10/31/2022	WOOD	001-301-560-270	8.20
BELL BUILDING SUPPLY, INC.	359804	10/31/2022	CONCRETET MIX	001-301-560-270	23.07
APAC-MISSISSIPPI, INC	4000133787	10/31/2022	ASPHALT	001-301-560-270	625.40

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP63150429	10/31/2022	FUEL 10.24.22-10.30.22	001-301-525-231	1,128.60
GATEWAY TIRE & SERVICE CENTER	1018-170216	11/01/2022	REPAIR 106 TIRES	001-301-630-360	80.07
MSU FACILITIES MANAGEMENT- TRAFFIC LIGHTS	110122083054	11/01/2022	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	44.04
CINTAS	4135968716	11/01/2022	SUPPLIES	001-301-555-250	36.78
MMC MATERIALS, INC.	796244	11/01/2022	CONCRETE J W MOSLEY DRIVE	001-301-560-270	1,054.00
LOWE'S-STREET	02549	11/03/2022	MARKING PAINT ETC	001-301-565-272	126.20
APAC-MISSISSIPPI, INC	4000134214	11/03/2022	ASPHALT	001-301-560-270	640.24
PARKER CDJR*	PW-650109	11/03/2022	STEERING DAMPER #75	001-301-630-360	163.00
PAUL'S WELDING	0939	11/04/2022	INSTALL NEW GREASE FITTINGS EXCAVATOR	001-301-630-400	330.00
O'REILLY AUTO PARTS	0997-277767	11/04/2022	CLAMP,COUPLER ETC	001-301-630-360	36.93
GATEWAY TIRE & SERVICE CENTER	1018-170359	11/04/2022	FALTE-TRAILER	001-301-630-400	18.87
HILL MANUFACTURING COMPANY, INC.	133530	11/04/2022	55 GAL ASPHALT REMOVER, HILCO LUBE,FREIGHT	001-301-555-250	118.70
HILL MANUFACTURING COMPANY, INC.	133530	11/04/2022	55 GAL ASPHALT REMOVER, HILCO LUBE,FREIGHT	001-301-555-250	139.00
HILL MANUFACTURING COMPANY, INC.	133530	11/04/2022	55 GAL ASPHALT REMOVER, HILCO LUBE,FREIGHT	001-301-555-250	1,333.75
APAC-MISSISSIPPI, INC	4000134326	11/04/2022	ASPHALT	001-301-560-270	625.40
EAST MISSISSIPPI LUMBER CO.	A118448	11/04/2022	TORCH BLADES ETC	001-301-555-250	153.49
STARKVILLE AUTO PARTS	3191477	11/07/2022	PROPANE FOR ASPHALT TRUCK	001-301-630-360	31.83
TRUSTMARK NATIONAL BANK	INV0035705	11/07/2022	ACCOUNT # 12820797551323 EXCAVATOR/TRUCK	001-301-820-874	7,802.96
FUELMAN / FLEETCOR	NP63230087	11/07/2022	FUEL CHARGES 10.31.22-11.06.22	001-301-525-231	1,781.31
CINTAS	4136677776	11/08/2022	SUPPLIES	001-301-555-250	36.78
GTR SOLID WASTE MGMT. AUTH	OCTOBER 2022	11/09/2022	OCTOBER 2022 SOLID WASTE TICKETS	001-301-691-510	201.42

Outstanding Total: 44,016.14

Department 301 - STREET DEPARTMENT Total: 44,016.14

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	001-360-604-330	35.89
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-360-620-370	2,073.50
TRI-STARR MUFFLER & BRAKES	032581	10/26/2022	ANIMAL CONTROL REPLACED OXYGEN SENSOR	001-360-555-250	182.12
FUELMAN / FLEETCOR	NP63150429	10/31/2022	FUEL 10.24.22-10.30.22	001-360-525-231	61.92
FUELMAN / FLEETCOR	NP63230087	11/07/2022	FUEL CHARGES 10.31.22-11.06.22	001-360-525-231	63.88

Outstanding Total: 2,417.31

Department 360 - ANIMAL CONTROL Total: 2,417.31

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	001-550-600-360	7,833.21
SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	001-550-600-330	48.06
CSP SPORTS FACILITIES COMPANIES, LLC	10844	11/01/2022	DECEMBER 2022 MANAGEMENT FEE	001-550-600-296	15,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035714	11/08/2022	BALANCE TO RESTORE	001-550-600-296	68,520.80

Outstanding Total: 91,402.07

Department 550 - PARKS AND REC DEPARTMENT Total: 91,402.07

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 553 - P&R CORNERSTONE					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	10844	11/01/2022	DECEMBER 2022 MANAGEMENT FEE	001-553-600-296	20,000.00
Outstanding Total:					20,000.00
Department 553 - P&R CORNERSTONE Total:					20,000.00
Department: 600 - CAPITAL PROJECTS					
Outstanding					
GROUNDSTONE CONSTRUCTION	399-3	09/22/2022	REED RD SIDEWALK CONNECTION	001-600-912-852	4,977.90
Outstanding Total:					4,977.90
Department 600 - CAPITAL PROJECTS Total:					4,977.90
Department: 800 - DEBT SERVICE					
Outstanding					
PEOPLES BANK CORPORATE TRUST SE	8908	10/14/2022	GENERAL OBLIGATION REFUNDING BONDS SERIES 2018	001-800-830-883	71,650.00
FIRST NATIONAL BANK OF CLARKSDALE	INV0035697	10/15/2022	POLICE/CITY HALL 6.75 M COP	001-800-830-840	5,087.50
HANCOCK WHITNEY BANK *	39492	10/26/2022	MDBSTARK19	001-800-840-876	800.00
HANCOCK WHITNEY BANK *	39493	10/26/2022	MDBSTARK18	001-800-840-876	1,900.00
BANKPLUS	INV0035718	11/03/2022	STARKPI15	001-800-850-829	28,093.75
Outstanding Total:					107,531.25
Department 800 - DEBT SERVICE Total:					107,531.25
Fund 001 - GENERAL FUND Total:					951,601.09
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
NEXTSTEP INNOVATION	NS122729	09/16/2022	DELL OPTIPLEX 3000 MICRO	015-505-918-805	1,175.00
MAXXSOUTH BROADBAND	INV0035699	10/11/2022	INTENET AIRPORT	015-505-600-338	159.39
RACKLEY OIL INC.	586092	10/21/2022	PHILLIPS 20W 50 AVIATION OIL	015-505-525-231	89.97
RACKLEY OIL INC.	586192	10/24/2022	OFF ROAD DIESEL	015-505-525-231	97.90
RACKLEY OIL INC.	586301	10/24/2022	OFF ROAD DIESEL	015-505-525-231	1,509.49
CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	015-505-604-330	47.55
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	015-505-620-370	19,813.40
IVY AUTO PARTS, LLC.	696054	10/26/2022	FHP TRUFLEX BELT & GAL ANTIFREEZE	015-505-630-400	35.47
SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	015-505-604-330	165.30
WALMART- CAPITAL ONE	496736	10/28/2022	COFFEE CUPS, PILOT SNACKS, COPY PAPER ETC	015-505-541-237	111.37
MAGNOLIA BOTTLED WATER CO	56447	10/31/2022	5 GAL WATER	015-505-691-550	45.00
NORTHSTAR AEROSPACE SOLUTIONS	22-001	11/01/2022	PLANNING & CONSULANT FEE	015-505-600-338	150.00
WALMART- CAPITAL ONE	461857	11/01/2022	INK CARTRIDGE HP INK HP 655C	015-505-541-237	98.76
TITAN AVIATION FUELS	P3684246	11/01/2022	AFP 1834 WING MAT 18X24	015-505-555-250	27.87
TITAN AVIATION FUELS	P3684246	11/01/2022	AFP 1834 WING MAT 18X24	015-505-555-250	320.16
TITAN AVIATION FUELS	R3686354	11/01/2022	JET TRUCK RENT	015-505-600-322	400.00
TITAN AVIATION FUELS	R3686354	11/01/2022	JET TRUCK RENT	015-505-600-322	400.00
TITAN AVIATION FUELS	3688809	11/02/2022	JET A FUEL	015-505-525-233	30,353.63
MAXXSOUTH BROADBAND	INV0035706	11/02/2022	8282 41 101 0557107 MONTHLY BILL	015-505-600-338	139.32

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0035715	11/09/2022	AIRPORT INTERNET 8282 41 101 0438241	015-505-600-338	159.65
Outstanding Total:					55,299.23
Department 505 - AIRPORT Total:					55,299.23
Fund 015 - AIRPORT FUND Total:					55,299.23

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

PAUL'S WELDING	0921	10/05/2022	TRUCK #41 REPAIR	022-322-630-360	140.00
GATEWAY TIRE & SERVICE CENTER	1018-168868	10/05/2022	TRUCK #40 TIRES	022-322-630-360	859.30
TERRY'S GARAGE & REPAIRS, LLC	7206	10/05/2022	TRUCK #93 REPAIR	022-322-630-252	2,899.04
GATEWAY TIRE & SERVICE CENTER	1018-168853	10/06/2022	UNIT #39	022-322-630-255	148.07
UNIFIRST	1830016916	10/06/2022	UNIFORMS	022-322-535-233	753.77
BELL BUILDING SUPPLY, INC.	358107	10/07/2022	HINGE NRW ZINC PLATED 2IN	022-322-555-250	10.38
STARKVILLE AUTO PARTS	5151-156227	10/10/2022	SUPPLIES	022-322-555-250	29.47
GATEWAY TIRE & SERVICE CENTER	1018-168877	10/11/2022	NO VEHICLE AMERICUS CLT ALS	022-322-630-255	183.28
GATEWAY TIRE & SERVICE CENTER	1018-169112	10/11/2022	TRUCK #40 TRES	022-322-630-360	859.30
STARKVILLE AUTO PARTS	5151-156245	10/11/2022	BATTERY & SUPPLIES	022-322-555-250	345.78
CADENCE /ELAN VISA	INV0035716	10/11/2022	HOTEL SWANA 2022 FALL CONFERENCE C SMILEY	022-322-610-375	266.00
GATEWAY TIRE & SERVICE CENTER	1018-169218	10/13/2022	TRUCK #40 TIRE	022-322-630-360	503.29
GATEWAY TIRE & SERVICE CENTER	1018-169260	10/13/2022	TRUCK #41 TIRE	022-322-630-360	421.44
UNIFIRST	1830017817	10/13/2022	UNIFORMS	022-322-535-233	253.76
TERRY'S GARAGE & REPAIRS, LLC	7260	10/13/2022	TRUCK #95 REPAIR	022-322-630-252	109.11
OKTIBBEHA COUNTY COOPERATIVE	831913	10/13/2022	PINE STRAW	022-322-555-250	51.20
AMAZON CAPITAL SERVICES, INC.	11F3-RWJ1-9W66	10/15/2022	THERNET CABLE,6FT CORD COVER,SPLITTER SURGE PROTEC	022-322-610-375	71.61
GATEWAY TIRE & SERVICE CENTER	1018-169305	10/17/2022	#85 TIRE	022-322-630-252	379.70
GATEWAY TIRE & SERVICE CENTER	1018-169346	10/17/2022	SWEEPER #84 TIRE	022-322-630-252	379.70
GATEWAY TIRE & SERVICE CENTER	1018-169362	10/17/2022	TRUCK #40 TIRE	022-322-630-360	431.60
STARKVILLE AUTO PARTS	5151-156353	10/17/2022	SUPPLIES	022-322-555-250	56.99
STARKVILLE AUTO PARTS	5151-156390	10/18/2022	DEF FLUID	022-322-525-231	647.50
POWERSTROKE EQUIPMENT SALES & SVC	7072	10/19/2022	REPAIRED EXMARK MOWER	022-322-630-400	194.99
UNIFIRST	1830018647	10/20/2022	UNIFORMS	022-322-535-233	356.90
TERRY'S GARAGE & REPAIRS, LLC	7307	10/20/2022	TRUCK #85 REPAIR/DIAG/TOW	022-322-630-252	207.20
STARKVILLE AUTO PARTS	5151-156460	10/21/2022	AIR FILTER & MINI BULB	022-322-555-250	37.99
STARKVILLE AUTO PARTS	5151-156488	10/21/2022	STT LAMP	022-322-555-250	25.98
STARKVILLE AUTO PARTS	5151-156506	10/24/2022	SUPPLIES	022-322-555-250	422.01
STARKVILLE AUTO PARTS	5151-156513	10/24/2022	HYDRAULIC HOSE 6G-6FJX	022-322-555-250	69.11
FUELMAN / FLEETCOR	NP63128095	10/24/2022	10.17.22-10.23.22 FUEL CHARGES	022-322-525-231	5,112.76
TERRY'S GARAGE & REPAIRS, LLC	7320	10/25/2022	TRUCK #95 REPAIR	022-322-630-252	464.32
TERRY'S GARAGE & REPAIRS, LLC	7322	10/25/2022	TRUCK #85 DIAG COMPUTER CODES	022-322-630-252	275.60
H&R AGRI-POWER	CN30005	10/25/2022	SUPPLIES	022-322-555-250	325.43

Expense Approval Report

Post Dates: 11/3/2022 - 11/9/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSPIRE WIRELESS	INV0035712	10/25/2022	ACCT # 0030343986 MONTHLY USAGE	022-322-604-330	187.99
MS MUNICIPAL LIABILITY PLAN	0290GL2023-0	10/26/2022	PREMIUM DUE	022-322-620-370	31,793.60
TERRY'S GARAGE & REPAIRS, LLC	7331	10/26/2022	TRUCK #41 REPAIR	022-322-630-252	102.00
GATEWAY TIRE & SERVICE CENTER	1018-169933	10/27/2022	TRUCK #91 TIRES	022-322-630-252	884.94
UNIFIRST	1830019661	10/27/2022	UNIFORMS	022-322-535-233	260.55
SOUTHERN TELECOMMUNICATIONS	OCT2022	10/27/2022	MONTHLY USAGE	022-322-604-330	48.06
MHC KENWORTH-TUPELO	R00574100000714	10/28/2022	TRUCK #41 REPAIR	022-322-630-360	1,496.12
WASTE PRO	0000253184	10/31/2022	HAUL FEE	022-322-600-431	350.00
GATEWAY TIRE & SERVICE CENTER	1018-170125	10/31/2022	TRUCK #42 TIRES	022-322-630-360	838.98
OKTIBBEHA COUNTY COOPERATIVE	837000	10/31/2022	OUTER PROFILE TUBE	022-322-555-250	68.79
OKTIBBEHA COUNTY COOPERATIVE	837189	10/31/2022	YOKE SLIP	022-322-555-250	279.99
FUELMAN / FLEETCOR	NP63150429	10/31/2022	FUEL 10.24.22-10.30.22	022-322-525-231	5,345.21
SGK LANDSCAPES, LLC	123409	11/01/2022	LOUISVILLE,NASH,RUSSELL ST MEDIAN MAINTENANCE	022-322-600-338	751.50
SGK LANDSCAPES, LLC	123410	11/01/2022	MAINTENANCE FOR HWY 12 MEDIANS	022-322-600-338	1,730.29
STARKVILLE AUTO PARTS	5151-156671	11/01/2022	BATTERY/CORE RETURN	022-322-555-250	186.99
STARKVILLE AUTO PARTS	5151-156671	11/01/2022	BATTERY/CORE RETURN	022-322-555-250	-27.00
NORTHEAST EXTERMIN - STREET ACCT	65092	11/01/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
NORTHEAST EXTERMIN - SANIT. ACCT	65096	11/01/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
WADE INCORPORATED	P20305	11/01/2022	OIL FILTERS/OIL	022-322-555-250	188.11
WADE INCORPORATED	P20307	11/01/2022	CLAMP	022-322-555-250	46.82
GATEWAY TIRE & SERVICE CENTER	1018-170178	11/02/2022	TRUCK #93 TIRES	022-322-630-252	431.60
STARKVILLE GLASS & PAINT	32136	11/02/2022	TRUCK #93 WINDSEILD REPAIR	022-322-630-252	750.00
STARKVILLE AUTO PARTS	5151-156709	11/02/2022	AIR & AIR FILTER	022-322-555-250	137.98
SANSOM EQUIPMENT COMPANY, INC	P03469	11/02/2022	FUSE PLUG/OIL	022-322-555-250	649.79
WADE INCORPORATED	P20375	11/03/2022	TUBE	022-322-555-250	219.76
OKTIBBEHA COUNTY COOPERATIVE	CM-837001	11/07/2022	RETURN OUTER PROFILE TUBE	022-322-555-250	-68.79
FUELMAN / FLEETCOR	NP63230087	11/07/2022	FUEL CHARGES 10.31.22-11.06.22	022-322-525-231	4,165.35
GTR SOLID WASTE MGMT. AUTH	OCTOBER 2022	11/09/2022	OCTOBER 2022 SOLID WASTE TICKETS	022-322-600-379	29,485.30
Outstanding Total:					97,656.51
Paid					
STARKVILLE UTILITIES	072022	11/04/2022	JULY 2022 ADMIN FEES	022-322-600-333	5,085.10
STARKVILLE UTILITIES	082022	11/04/2022	AUGUST 2022 ADMIN FEEES	022-322-600-333	5,044.90
STARKVILLE UTILITIES	092022	11/04/2022	SEPTEMBER 2022 ADMIN FEES	022-322-600-333	6,086.58
REGIONS FINANCIAL CORPORATION	1046012	11/04/2022	PETERBILT GARBAGE TRUCK	022-322-820-874	43,010.96
Paid Total:					59,227.54
Department 322 - SANITATION DEPARTMENT Total:					156,884.05
Fund 022 - ENVIRONMENTAL SERVICES Total:					156,884.05

Expense Approval Report

Post Dates: 11/3/2022 - 11/9/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
H&H CONSTRUCTION & EXCAVATING, LLC	1370	11/06/2022	SHOTTS AVE DRAINAGE FLUME	319-600-948-856	7,160.00
Outstanding Total:					7,160.00
Department 600 - CAPITAL PROJECTS Total:					7,160.00
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					7,160.00
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
BERRY ELECTRIC, LLC	004753	09/23/2022	FIXED ALL BALLFIELD LIGHTS	375-551-907-942	5,503.00
PEOPLES BANK CORPORATE TRUST SE	8908	10/14/2022	GENERAL OBLIGATION REFUNDING BONDS SERIES 2018	375-551-800-870	32,375.00
PEOPLES BANK CORPORATE TRUST SE	8908	10/14/2022	GENERAL OBLIGATION REFUNDING BONDS SERIES 2018	375-551-840-876	1,800.00
Outstanding Total:					39,678.00
Department 551 - PARK & REC TOURISM Total:					39,678.00
Fund 375 - PARK AND REC TOURISM Total:					39,678.00
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
KILLEN CONTRACTORS INC	APP #1	10/25/2022	HWY 182 OFF CORRIDOR	377-318-912-840	328,673.31
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	449259	11/04/2022	GENERAL MATTERS STK ELECTRIC MS 182 BUILD GRANT	377-318-600-309	272.00
Outstanding Total:					328,945.31
Department 318 - MS182/MLK Total:					328,945.31
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					328,945.31
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
WEATHERS CONSTRUCTION INC	APP#5	10/24/2022	SPORTSPLEX DRAINAGE IMPROVEMENTS	380-551-907-956	108,093.15
DALHOFF THOMAS DESIGN STUDIO	0010452	11/08/2022	CORNERSTONE	380-551-600-945	4,076.00
Outstanding Total:					112,169.15
Department 551 - PARK & REC TOURISM Total:					112,169.15
Fund 380 - PARK BONDS 2020 Total:					112,169.15
Fund: 681 - PAYROLL					
Department: 000 - UNDESIGNATED					
Paid					
METLIFE	OCT22	11/04/2022	OCTOBER 22	681-000-115-717	7,526.20
Paid Total:					7,526.20
Department 000 - UNDESIGNATED Total:					7,526.20
Fund 681 - PAYROLL Total:					7,526.20

Expense Approval Report

Post Dates: 11/3/2022 - 11/9/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION					
Department: 300 - STREET DEPARTMENT					
Outstanding					
LOWE'S-STREET	01587	10/31/2022	TOOL BOX-TRAFFIC COUNTER	700-300-501-200	35.14
Outstanding Total:					35.14
Department 300 - STREET DEPARTMENT Total:					35.14
Fund 700 - STARK/HOSPITAL ROAD EXPANSION Total:					35.14
Grand Total:					1,659,298.17

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	951,601.09	898.52
015 - AIRPORT FUND	55,299.23	0.00
022 - ENVIRONMENTAL SERVICES	156,884.05	59,227.54
319 - PUBLIC IMPROVEMENT BONDS 2018	7,160.00	0.00
375 - PARK AND REC TOURISM	39,678.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	328,945.31	0.00
380 - PARK BONDS 2020	112,169.15	0.00
681 - PAYROLL	7,526.20	7,526.20
700 - STARK/HOSPITAL ROAD EXPANSION	35.14	0.00
Grand Total:	1,659,298.17	67,652.26

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-025-123	N/R SANITATION - FREIGH...	247,024.00	0.00
001-000-053-206	DUE FROM WATER & SE...	19,352.63	0.00
001-000-054-205	DUE FROM STARKVILLE EL...	408.35	0.00
001-000-149-691	MUNICIPAL COURT BOND...	450.00	0.00
001-000-160-697	DONATION FIRE	52.97	0.00
001-005-054-208	DUE FROM PARKS & REC -...	229.98	0.00
001-100-604-330	COMMUNICATIONS	172.27	0.00
001-110-330-166	TRAUMA TRAFFIC	862.00	0.00
001-110-330-376	COURT CONSTITUENTS	112.50	0.00
001-110-330-377	MOTOR VEHICLE LIABILITY	152.50	0.00
001-110-330-378	APPEARANCE BOND FEES	651.00	0.00
001-110-330-382	TRAFFIC VIOLATION	15,731.50	0.00
001-110-330-385	IMPLIED CONSENT	3,767.76	0.00
001-110-330-386	WIRELESS COMM FEE	2,195.00	0.00
001-110-330-387	OTHER MISDEMEANORS	4,930.75	0.00
001-110-330-389	ADULT DRIVER'S TRAINING	110.00	0.00
001-110-330-393	VICTIMS BOND FEE	340.00	0.00
001-110-330-396	NON-ADJUDICATION (INL...	2,410.00	0.00
001-110-330-397	DUI OFFENSE (INLC14)	286.24	0.00
001-110-330-398	UNINSURED MOTORIST	4,611.50	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	25.10	0.00
001-110-620-370	INSURANCE	5,990.10	0.00
001-110-918-805	EQUIP & SOFTWARE	5,226.81	0.00
001-111-604-330	COMMUNICATIONS	162.76	0.00
001-120-600-300	PROFESSIONAL SERVICES	3,125.00	0.00
001-120-604-330	COMMUNICATIONS	258.88	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	1,512.00	0.00
001-123-604-330	COMMUNICATIONS	14,607.32	0.00
001-123-620-370	INSURANCE	36,170.91	0.00
001-123-918-806	CAMERA LEASE PAYMENTS	1,947.37	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	309.94	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	120.71	0.00
001-145-610-350	TRAVEL/TRAINING	717.91	200.00
001-145-690-556	DUES (MML) / FEES	330.00	0.00
001-169-600-302	CITY ATTORNEY GENERAL	9,392.20	0.00
001-169-600-309	LEGAL EXPENSES	5,567.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI...	128.00	0.00
001-169-615-342	ADVERTISING, NOTICES, F...	74.64	0.00
001-180-600-320	DRUG/BACKGROUND CH...	450.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	76.86	0.00
001-180-610-340	ADVERTISING	318.28	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	158.80	0.00
001-190-604-330	COPIERS/PHONES/IPADS	579.08	0.00
001-190-620-370	INSURANCE	2,073.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-510-204	CITY HALL VEHICLE EXPEN...	55.22	0.00
001-192-510-220	SUPPLIES	139.30	0.00
001-192-600-338	CONTRACT SERVICES	2,159.00	0.00
001-192-625-380	UTILITIES	5,419.32	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	800.00	0.00
001-196-631-402	ODDFELLOW MAINTENA...	1,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-525-231	GAS & OIL	289.92	0.00
001-197-604-330	COMMUNICATIONS	25.10	0.00
001-197-620-370	INSURANCE	2,073.50	0.00
001-201-501-200	OFFICE SUPPLIES	707.13	0.00
001-201-525-231	GAS & OIL	10,873.36	0.00
001-201-535-233	UNIFORMS	368.57	0.00
001-201-541-237	PRISONER JAIL EXPENSES	11,160.00	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	386.08	0.00
001-201-545-238	FIRING RANGE SUPPLIES	235.00	0.00
001-201-555-208	JANITORIAL SUPPLIES	2.28	0.00
001-201-556-251	POLICE SUPPLIES	2,797.00	0.00
001-201-600-300	PROFESSIONAL SERVICES	724.00	0.00
001-201-600-304	INFORMANT FEES	2,890.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	4,240.21	0.00
001-201-615-343	PRINTING & BINDING	0.11	0.00
001-201-620-370	INSURANCE	41,239.52	0.00
001-201-625-380	UTILITIES	4,535.47	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	5,364.01	0.00
001-201-630-404	TECHNOLOGY	1,270.44	0.00
001-201-635-369	COPIER RENTAL	113.48	0.00
001-201-690-551	PERSONNEL TESTING	188.00	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	1,656.14	450.00
001-201-918-805	EQUIPMENT & SOFTWARE	6,485.95	0.00
001-245-690-552	DISPATCHER TRAINING	312.67	0.00
001-246-525-231	GAS AND OIL	123.42	0.00
001-246-535-233	UNIFORMS - CODE ENFO...	81.00	0.00
001-261-525-231	GAS & OIL	3,305.39	0.00
001-261-535-233	UNIFORMS	2,926.00	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	527.38	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	653.67	0.00
001-261-558-269	BUILDING MAINTENANCE	627.69	0.00
001-261-600-319	PHYSICAL EXAMINATIONS	170.00	0.00
001-261-600-390	FIRE TRAINING	120.00	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	852.20	0.00
001-261-620-370	INSURANCE	52,067.78	0.00
001-261-625-380	UTILITIES	1,226.28	248.52
001-261-630-360	VEHICLE REPAIRS & MAIN...	1,333.40	0.00
001-261-820-874	US BANCORP 2020 TRUCK	113,132.35	0.00
001-281-525-231	GAS & OIL	47.01	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	76.84	0.00
001-281-620-370	INSURANCE	2,073.50	0.00
001-290-625-380	UTILITIES / CODE RED	27.61	0.00
001-301-525-231	GAS & OIL	4,019.78	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	2,110.46	0.00
001-301-560-270	CONSTRUCTION MATERIA...	4,274.57	0.00
001-301-561-271	SPRAYING- DRAINAGE MA...	9,926.00	0.00
001-301-565-272	STREETS SIGNS & PAINT	126.20	0.00
001-301-600-300	TREE TRIMMING	4,988.00	0.00
001-301-620-370	INSURANCE	7,833.25	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	514.49	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	990.22	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-630-400	EQUIPMENT REPAIR & MA..	1,228.79	0.00
001-301-691-510	LANDFILL EXPENSES	201.42	0.00
001-301-820-874	EXCAVATOR / TRUCKS	7,802.96	0.00
001-360-525-231	GAS & OIL	125.80	0.00
001-360-555-250	SUPPLIES & SMALL TOOLS	182.12	0.00
001-360-604-330	COMMUNICATIONS	35.89	0.00
001-360-620-370	INSURANCE	2,073.50	0.00
001-550-600-296	MANAGEMENT FEE	83,520.80	0.00
001-550-600-330	PHONES/COPIERS/POSTA...	48.06	0.00
001-550-600-360	INSURANCE	7,833.21	0.00
001-553-600-296	MANAGEMENT FEE	20,000.00	0.00
001-600-912-852	REED ROAD SIDEWALK	4,977.90	0.00
001-800-830-840	CITY HALL PROJECT INTER...	5,087.50	0.00
001-800-830-883	2018 CITY HALL REFUNDI...	71,650.00	0.00
001-800-840-876	BOND FEES	2,700.00	0.00
001-800-850-829	2.7 GO 2015 BOND PRINC...	28,093.75	0.00
015-505-525-231	GAS & OIL	1,697.36	0.00
015-505-525-233	JET A FUEL PURCHASES	30,353.63	0.00
015-505-541-237	OPERATING SUPPLIES	210.13	0.00
015-505-555-250	SMALL EQUIPMENT & TO...	348.03	0.00
015-505-600-322	LEASE/RENT-FUEL TRUCK...	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SERV...	608.36	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	212.85	0.00
015-505-620-370	INSURANCE	19,813.40	0.00
015-505-630-400	EQUIPMENT REPAIR & MA..	35.47	0.00
015-505-691-550	MISCELLANEOUS	45.00	0.00
015-505-918-805	MACHINERY AND EQUIP...	1,175.00	0.00
022-322-525-231	GAS & OIL	15,270.82	0.00
022-322-535-233	UNIFORMS	1,624.98	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	3,056.78	0.00
022-322-600-300	PROFESSIONAL SERVICES	60.00	0.00
022-322-600-333	ADMINISTRATIVE SERVICES	16,216.58	16,216.58
022-322-600-338	HWY 12 MAINT/RUSSELL ...	2,481.79	0.00
022-322-600-379	LANDFILL FEES	29,485.30	0.00
022-322-600-431	CONTRACT RECYCLING CO...	350.00	0.00
022-322-604-330	COMMUNICATIONS	236.05	0.00
022-322-610-375	MDEQ RECYCLING GRANT	337.61	0.00
022-322-620-370	INSURANCE	31,793.60	0.00
022-322-630-252	VEHICLE REPAIRS & MAIN...	6,883.21	0.00
022-322-630-255	VEHICLE REPAIRS & MAIN...	331.35	0.00
022-322-630-360	VEHICLE REPAIRS & MAIN...	5,550.03	0.00
022-322-630-400	EQUIPMENT REPAIR & MA..	194.99	0.00
022-322-820-874	PETERBILT FRONT END L...	43,010.96	43,010.96
319-600-948-856	DRAINAGE FLUME ON SH...	7,160.00	0.00
375-551-800-870	PRINCIPAL - SPORTSPLEX ...	32,375.00	0.00
375-551-840-876	BOND FEES	1,800.00	0.00
375-551-907-942	EXISTING PARK IMPROVE...	5,503.00	0.00
377-318-600-309	LEGAL EXPENSES	272.00	0.00
377-318-912-840	OFF-CORRIDOR ELECTRIC ...	328,673.31	0.00
380-551-600-945	CORNERSTONE PROFESSI...	4,076.00	0.00
380-551-907-956	SPORTSPLEX DRAINAGE	108,093.15	0.00
681-000-115-717	METLIFE	7,526.20	7,526.20
700-300-501-200	SUPPLIES	35.14	0.00
Grand Total:		1,659,298.17	67,652.26

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,330,624.86	67,652.26

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
377318912840	328,673.31	0.00
Grand Total:	1,659,298.17	67,652.26



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

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR: 110 ARKANSAS ELECTRIC											
03048333	10/31/22	10742	Materials		11/16/22	1200.50	.00	ACH			
03048472	10/31/22	10754	Materials		11/16/22	2100.00	.00	ACH			
03049219	11/04/22	10757	Materials		11/16/22	1133.25	.00	ACH			
VENDOR TOTAL:						4433.75					
VENDOR: 124 ATMOS ENERGY											
3012612404-11/22	11/08/22	0	Utility bill		11/16/22	223.10	.00	ACH			
VENDOR TOTAL:						223.10					
VENDOR: 134 ATWELL & GENT, P.A.											
10774	11/08/22	0	Engineering Services		11/16/22	420.00	.00	ACH			
10776,10777	11/08/22	0	Engineering Services		11/16/22	560.00	.00	ACH			
10780	11/08/22	0	Engineering Services		11/16/22	130.00	.00	ACH			
10826,10775	11/08/22	0	Engineering Services		11/16/22	1680.00	.00	ACH			
10827,10778	11/08/22	0	Engineering Services		11/16/22	22345.00	.00	ACH			
10828	11/08/22	0	Engineering Services		11/16/22	3540.00	.00	ACH			
VENDOR TOTAL:						28675.00					
VENDOR: 139 ACC BUSINESS											
222870161-10/22	11/08/22	0	Internet services		11/16/22	1362.68	.00	ACH			
VENDOR TOTAL:						1362.68					
VENDOR: 143 ARTHUR J. GALLAGHER & CO.											
4415847	11/08/22	0	Credit Deposit Insurance		11/16/22	5100.00	.00	ACH			
VENDOR TOTAL:						5100.00					
VENDOR: 146 AT&T MOBILITY (FIRSTNET)											
10/27/22	11/08/22	0	Cell phones		11/16/22	1887.63	.00	CHK			
VENDOR TOTAL:						1887.63					
VENDOR: 233 YOUR EXTRA CLOSET											
09/01/22	10/27/22	0	Storage unit rental		11/16/22	115.00	.00	CHK			
10/01/22	10/27/22	0	Storage unit rental		11/16/22	115.00	.00	CHK			
VENDOR TOTAL:						230.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 307 CITY OF STARKVILLE											
NOV 2022-TAX	11/08/22	0	Tax equivalency		11/16/22	113750.00	.00	ACH			
NOV 22-STL	11/09/22	0	Reimb St Louis salary		11/28/22	4958.40	.00	ACH			
OCT 22-ADM	11/09/22	0	Administrative Fees		11/28/22	15005.83	.00	ACH			
OCT 22-EXP	11/09/22	0	Due to City		11/28/22	2594.61	.00	ACH			
VENDOR TOTAL:						136308.84					
VENDOR: 314 CINTAS CORPORATION											
5130739884	11/04/22	10316	Safety Supplies		11/16/22	21.94	.00	ACH			
VENDOR TOTAL:						21.94					
VENDOR: 317 CHRIS MITCHELL MANAGEMENT											
052	11/09/22	0	TVA Wholesale Rate Analysis		11/28/22	6000.00	.00	ACH			
VENDOR TOTAL:						6000.00					
VENDOR: 348 DELL MARKETING L.P.											
10588215903	11/08/22	0	Computer software		11/16/22	596.40	.00	ACH			
10596034831	11/08/22	0	Computer software		11/16/22	596.40	.00	ACH			
VENDOR TOTAL:						1192.80					
VENDOR: 400 IVY AUTO PARTS											
695502	10/31/22	10772	Maintenance		11/16/22	246.83	.00	ACH			
695530	11/04/22	10772	Maintenance		11/16/22	127.99	.00	ACH			
VENDOR TOTAL:						374.82					
VENDOR: 455 EXELL WATER & COFFEE, INC.											
939565	11/07/22	10130	Water		11/16/22	25.89	.00	ACH			
VENDOR TOTAL:						25.89					
VENDOR: 510 EDWARD KEMP											
10/20/22	11/09/22	0	Halloween Candy for Trunk/Tr		11/28/22	78.86	.00	ACH			
MEMPHIS BUS MTG	11/09/22	0	Travel expense		11/28/22	279.36	.00	ACH			
NSHVILLE BUS MTG	11/09/22	0	Travel expense		11/28/22	241.99	.00	ACH			
WEFTEC CONFERENC	11/09/22	0	Travel expense		11/28/22	1448.56	.00	ACH			
VENDOR TOTAL:						2048.77					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 610 BRIGHTLY SOFTWARE INC											
INV-121271	11/08/22	0	Asset Essentials Software		11/16/22	1924.40	.00	ACH			
VENDOR TOTAL:						1924.40					
VENDOR: 616 FUELMAN											
NP63097867	11/08/22	0	Fuel - BG2416403		11/16/22	4292.88	.00	CHK			
NP63128095	11/08/22	0	Fuel - BG2416403		11/16/22	3440.13	.00	CHK			
NP63150429	11/08/22	0	Fuel - BG2416403		11/16/22	2694.97	.00	CHK			
NP63230087	11/09/22	0	Fuel - BG2416403		11/28/22	3303.61	.00	CHK			
VENDOR TOTAL:						13731.59					
VENDOR: 721 GOLDEN TRIANGLE SOLID WASTE											
10/31/22 STMT	11/04/22	10361	ROW Clearing		11/16/22	270.81	.00	ACH			
VENDOR TOTAL:						270.81					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.											
50024135-00	11/07/22	10792	Materials		11/16/22	831.00	.00	ACH			
VENDOR TOTAL:						831.00					
VENDOR: 733 GUARDIAN LOCK AND KEY INC											
6737	11/09/22	0	Service call		11/28/22	113.00	.00	ACH			
VENDOR TOTAL:						113.00					
VENDOR: 801 QUADIENT FINANCE USA INC.											
10/27/22	11/08/22	0	Postage		11/16/22	547.84	.00	CHK			
VENDOR TOTAL:						547.84					
VENDOR: 1106 LESLIE DEAN											
2294	11/07/22	10453	Landscape Maintenance		11/16/22	1625.00	.00	ACH			
VENDOR TOTAL:						1625.00					
VENDOR: 1205 LOWE'S											
909132	11/04/22	10803	Supplies		11/16/22	645.78	.00	CHK			
909589	11/07/22	10814	Tools		11/16/22	84.37	.00	CHK			

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAYD	PAID/VOID	CHECK/
935690	11/07/22	10810 Materials	INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
				11/16/22	417.05	.00	CHK			
			VENDOR TOTAL:		1147.20					
VENDOR:	1232	KEMP CONSULTING LLC								
014	11/09/22	0 Contract services		11/28/22	5075.00	.00	ACH			
			VENDOR TOTAL:		5075.00					
VENDOR:	1292	MITCHELL SIGNS INC								
21200	11/09/22	0 Signage		11/28/22	2496.00	.00	CHK			
			VENDOR TOTAL:		2496.00					
VENDOR:	1293	MATHISTON MOBILE TRUCK REP.								
1312	11/04/22	10798 Maintenance		11/16/22	349.00	.00	ACH			
			VENDOR TOTAL:		349.00					
VENDOR:	1300	MS MUNICIPAL POWER AGENCY								
2205	11/09/22	0 Membership dues		11/28/22	1000.00	.00	CHK			
			VENDOR TOTAL:		1000.00					
VENDOR:	1305	NEXAIR, LLC								
0010378349	11/04/22	10138 Gas		11/16/22	67.73	.00	ACH			
			VENDOR TOTAL:		67.73					
VENDOR:	1317	MEYER UTILITY STRUCTURES-LLC								
136242	10/31/22	10687 Materials		11/16/22	18480.00	.00	ACH			
			VENDOR TOTAL:		18480.00					
VENDOR:	1361	M & M PROSAFETY SUPPLY								
03025	10/31/22	10685 Safety Supplies		11/16/22	1105.50	.00	ACH			
			VENDOR TOTAL:		1105.50					
VENDOR:	1394	NARRATIVE 12 LLC								
10/25/2022	11/08/22	0 Consulting		11/16/22	5100.00	.00	ACH			
			VENDOR TOTAL:		5100.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1400 NESCO											
S2553046.001	11/04/22	10731	Tools		11/16/22	40.60	.00	ACH			
S2557909.001	10/31/22	10555	Tools		11/16/22	54.43	.00	ACH			
S2558413.001	11/04/22	10808	Materials		11/16/22	242.97	.00	ACH			
S2558686.001	11/04/22	10795	Tools		11/16/22	117.88	.00	ACH			
S2559335.001	11/04/22	10801	Supplies		11/16/22	174.38	.00	ACH			
VENDOR TOTAL:						630.26					
VENDOR: 1406 NORTHEAST EXTERMINATING											
65069	11/04/22	10148	Pest Control		11/16/22	45.00	.00	ACH			
65070	11/04/22	10148	Pest Control		11/16/22	60.00	.00	ACH			
VENDOR TOTAL:						105.00					
VENDOR: 1521 ONLINE COLLECTIONS											
0446 - 09/23/22	11/09/22	0	Collection fees-0446		11/28/22	251.92	.00	ACH			
VENDOR TOTAL:						251.92					
VENDOR: 1525 OKTIBBEHA CO. CO-OP											
835481	10/31/22	10657	Tools		11/16/22	32.95	.00	ACH			
VENDOR TOTAL:						32.95					
VENDOR: 1662 PROGRAPHICS											
81178	11/04/22	10768	Supplies		11/16/22	2325.00	.00	ACH			
VENDOR TOTAL:						2325.00					
VENDOR: 1700 QUILL											
28215490	11/04/22	10807	Supplies		11/16/22	29.16	.00	ACH			
28227709	11/04/22	10806	Supplies		11/16/22	118.95	.00	ACH			
28236863	11/04/22	10805	Supplies		11/16/22	28.99	.00	ACH			
VENDOR TOTAL:						177.10					
VENDOR: 1818 UNITED RENTALS, INC.											
163327879-005	11/04/22	10106	Equipment Rental		11/16/22	1488.47	.00	ACH			
212374246-001	10/31/22	10789	Tools		11/16/22	344.00	.00	ACH			
VENDOR TOTAL:						1832.47					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1886 MERIDIAN COOPERATIVE INC											
INV-MC-0010548	11/09/22	0	Billing services		11/28/22	25796.73	.00	ACH			
					VENDOR TOTAL:	25796.73					
VENDOR: 1887 S & S LINE SERVICE INC											
2453	11/04/22	10338	ROW Clearing		11/16/22	1392.40	.00	ACH			
2454	11/04/22	10338	ROW Clearing		11/16/22	5531.20	.00	ACH			
					VENDOR TOTAL:	6923.60					
VENDOR: 1892 SAM HARRIS PAINTING											
103122A	11/04/22	10782	Maintenance		11/16/22	3390.00	.00	ACH			
103122B	11/04/22	10786	Maintenance		11/16/22	3390.00	.00	ACH			
					VENDOR TOTAL:	6780.00					
VENDOR: 1893 SCHWEITZER ENGINEERING LAB											
INV-000766870	11/04/22	10761	Materials		11/16/22	126.46	.00	ACH			
INV-000769539	11/04/22	10761	Materials		11/16/22	907.20	.00	ACH			
					VENDOR TOTAL:	1033.66					
VENDOR: 1910 STARKVILLE ELEC-UTILITY BILL											
NOV 2022	11/08/22	0	Utility bills		11/16/22	631.76	.00	DFT			
OCT 2022	11/08/22	0	Utility bills		11/16/22	499.45	.00	DFT			
SEP 2022	11/08/22	0	Utility bills		11/16/22	523.20	.00	DFT			
					VENDOR TOTAL:	1654.41					
VENDOR: 1927 STAPLES BUSINESS CREDIT											
10/25/22 STMT	11/08/22	0	Office Supplies		11/16/22	210.04	.00	CHK			
					VENDOR TOTAL:	210.04					
VENDOR: 2026 TRANSARMOUR INC.											
10767	11/04/22	10767	Materials		11/16/22	26557.00	.00	ACH			
					VENDOR TOTAL:	26557.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 2040 TVPPA EDUCATION & TRAIN.										
4151020221100105	11/09/22	0 Employee training		11/28/22	469.00	.00	ACH			
INV0057789	11/09/22	0 Safety training		11/28/22	700.00	.00	ACH			
INV0058456	11/09/22	0 Employee training		11/28/22	1236.00	.00	ACH			
INV0058457	11/09/22	0 Employee training		11/28/22	1236.00	.00	ACH			
INV0058956	11/09/22	0 Safety training		11/28/22	500.00	.00	ACH			
INV0061685	11/09/22	0 Employee training		11/28/22	784.50	.00	ACH			
				VENDOR TOTAL:	4925.50					
VENDOR: 2098 ULINE										
155556594	10/31/22	10785 Supplies		11/16/22	488.63	.00	ACH			
				VENDOR TOTAL:	488.63					
VENDOR: 2116 UTILITECH										
2719	11/09/22	0 Product Development and Supp		11/28/22	500.00	.00	ACH			
				VENDOR TOTAL:	500.00					
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.										
01371971	11/04/22	10140 Gas		11/16/22	208.94	.00	ACH			
30001449	11/04/22	10140 Gas		11/16/22	41.28	.00	ACH			
				VENDOR TOTAL:	250.22					
VENDOR: 2210 VERIZON WIRELESS										
9919037269	11/08/22	0 AMI M2M Data Usage		11/16/22	889.36	.00	CHK			
				VENDOR TOTAL:	889.36					
VENDOR: 2300 WALMART COMMUNITY BRC										
10/19/22 STMT	11/08/22	0 Supplies		11/16/22	323.38	.00	CHK			
				VENDOR TOTAL:	323.38					
VENDOR: 2303 WATERMARK PRINTERS										
15262	11/04/22	10686 Supplies		11/16/22	1810.00	.00	ACH			
15277	11/07/22	10796 Supplies		11/16/22	267.00	.00	ACH			
				VENDOR TOTAL:	2077.00					

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE		
PRG. ACTPAYLT			FOR: 11/28/22 ACCOUNT 23200			RUN DATE 11/09/22		10:54 AM		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2305	WASTE PRO								
0000253257	11/07/22	10160 Dumpster		11/16/22	852.62	.00	ACH			
				VENDOR TOTAL:	852.62					
VENDOR:	99009957	TODD GILES								
11/09/22	11/09/22	0 CDL reimbursement		11/28/22	56.00	.00	ACH			
				VENDOR TOTAL:	56.00					
				GRAND TOTAL:	326422.14					

STARKVILLE WATER DEPT		ACCOUNTS PAYABLE LISTING		UNPAID INVOICES		PAGE	
PRG. ACTPAYLT		FOR: 11/28/22 ACCOUNT 23110				1	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP
VENDOR: 4 INNOVATIVE BROADCAST SERVICE							
INV-002850	11/04/22	5750 SEL Controllier Maintenance		11/16/22	1918.75	.00	ACH
INV-002851	11/04/22	5893 SEL Controllier Maintenance		11/16/22	1172.50	.00	ACH
				VENDOR TOTAL:	3091.25		
VENDOR: 76 APAC MISSISSIPPI, INC.							
4000133141	10/26/22	6627 Asphalt		11/16/22	1238.08	.00	ACH
4000133308	10/31/22	6627 Asphalt		11/16/22	604.20	.00	ACH
4000133500	11/03/22	6627 Asphalt		11/16/22	604.20	.00	ACH
4000133632	11/03/22	6627 Asphalt		11/16/22	621.16	.00	ACH
				VENDOR TOTAL:	3067.64		
VENDOR: 188 BOX CONSTRUCTION LLC							
30	11/04/22	5892 Hauling Dirt		11/16/22	972.00	.00	ACH
31	11/04/22	5891 Hauling Dirt		11/16/22	3372.00	.00	ACH
				VENDOR TOTAL:	4344.00		
VENDOR: 189 BANCORPSOUTH-2012 BONDS							
12/01/22	11/08/22	0 2.6M GO Bond Payment		11/16/22	16904.52	.00	CHK
				VENDOR TOTAL:	16904.52		
VENDOR: 194 AUTOZONE							
0426532985	11/04/22	5878 Maintenance		11/16/22	157.48	.00	ACH
				VENDOR TOTAL:	157.48		
VENDOR: 202 BELL BUILDING SUPPLY							
359783	10/31/22	5870 Materials		11/16/22	184.16	.00	ACH
359819	10/31/22	5875 Materials		11/16/22	48.93	.00	ACH
				VENDOR TOTAL:	233.09		
VENDOR: 220 CENTRAL PIPE SUPPLY							
S1000314200.001	11/03/22	5831 Materials		11/16/22	1464.15	.00	ACH
S100314816.001	10/31/22	5854 Materials		11/16/22	1449.80	.00	ACH
				VENDOR TOTAL:	2913.95		

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	303	C SPIRE								
OCT 2022	11/08/22	0 Phone bill-31571838		11/16/22	363.84	.00	CHK			
			VENDOR TOTAL:		363.84					
VENDOR:	307	CITY OF STARKVILLE								
NOV 2022-SRL	10/20/22	0 State Revolving Loan Repay		11/16/22	25345.01	.00	ACH			
NOV 22-SAL	11/09/22	0 Reimb City Salaries		11/28/22	6556.69	.00	ACH			
OCT 22-EXP	11/09/22	0 Due to City		11/28/22	16179.52	.00	ACH			
			VENDOR TOTAL:		48081.22					
VENDOR:	320	COKER ENVIROMENTAL LABS LLC								
6247	11/07/22	5660 Testing		11/16/22	185.00	.00	ACH			
6248	11/07/22	5660 Testing		11/16/22	254.00	.00	ACH			
6249	11/07/22	5660 Testing		11/16/22	185.00	.00	ACH			
6251	11/07/22	5660 Testing		11/16/22	185.00	.00	ACH			
6258	11/07/22	5660 Testing		11/16/22	185.00	.00	ACH			
6292	11/07/22	5660 Testing		11/16/22	185.00	.00	ACH			
6293	11/07/22	5660 Testing		11/16/22	180.00	.00	ACH			
			VENDOR TOTAL:		1359.00					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY								
3125034-000-000	10/27/22	5853 Materials		11/16/22	444.00	.00	ACH			
3128071-000-000	10/31/22	5861 Materials		11/16/22	430.00	.00	ACH			
			VENDOR TOTAL:		874.00					
VENDOR:	400	IVY AUTO PARTS								
695914	10/26/22	5841 Maintenance		11/16/22	174.97	.00	ACH			
			VENDOR TOTAL:		174.97					
VENDOR:	604	FASTENAL								
MSSTA102465	11/07/22	5881 Supplies		11/16/22	463.68	.00	ACH			
			VENDOR TOTAL:		463.68					
VENDOR:	606	4-COUNTY EPA								
110122 APP FEE	11/08/22	0 Application Fee Babylon		11/16/22	50.00	.00	CHK			
			VENDOR TOTAL:		50.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 639 GOLDEN TRIANGLE											
12985	11/09/22	0	Annual Local Matching Funds		11/28/22	30000.00	.00	ACH			
3062102022	11/08/22	0	Billing services		11/16/22	62.50	.00	ACH			
					VENDOR TOTAL:	30062.50					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1018-169856	10/26/22	5850	Maintenance		11/16/22	468.92	.00	ACH			
1018-170195	11/03/22	5879	Maintenance		11/16/22	61.20	.00	ACH			
					VENDOR TOTAL:	530.12					
VENDOR: 698 ROBERT K. FORTENBERRY											
10/01/22	11/09/22	0	Wastewater short course		11/28/22	390.35	.00	ACH			
					VENDOR TOTAL:	390.35					
VENDOR: 703 HARCROS CHEMICALS INC											
770124186	11/03/22	5826	Chemicals		11/16/22	4080.00	.00	ACH			
					VENDOR TOTAL:	4080.00					
VENDOR: 765 HYDRA SERVICE, INC.											
163115	10/31/22	5426	Pump Rental		11/16/22	5358.00	.00	ACH			
163116	10/31/22	5423	Pump Rental		11/16/22	316.00	.00	ACH			
163161	10/31/22	5427	Pump Rental		11/16/22	12794.00	.00	ACH			
					VENDOR TOTAL:	18468.00					
VENDOR: 825 H & H CONSTRUCTION & EXC LLC											
1365	11/07/22	5899	Water & Sewer Repairs		11/16/22	4165.00	.00	ACH			
1366	11/07/22	5898	Water & Sewer Repairs		11/16/22	11955.00	.00	ACH			
1367	11/07/22	5877	Water & Sewer Repairs		11/16/22	530.00	.00	ACH			
1368	11/07/22	5901	Water & Sewer Repairs		11/16/22	655.00	.00	ACH			
1369	11/08/22	5900	Contract Labor		11/16/22	28360.00	.00	ACH			
					VENDOR TOTAL:	45665.00					
VENDOR: 1108 LARRY BLACK											
120	11/04/22	5771	Excavating / Clearing		11/16/22	2760.00	.00	ACH			
					VENDOR TOTAL:	2760.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 1205 LOWE'S											
901641	11/04/22	5872	Tools		11/16/22	277.19	.00	CHK			
909286	11/03/22	5869	Materials		11/16/22	43.67	.00	CHK			
					VENDOR TOTAL:	320.86					
VENDOR: 1322 MMC MATERIALS, INC.											
795512	10/31/22	5727	Crushed Concrete		11/16/22	3389.98	.00	ACH			
795826	11/04/22	5864	Concrete		11/16/22	3448.00	.00	ACH			
					VENDOR TOTAL:	6837.98					
VENDOR: 1341 MS DEVELOPMENT AUTHORITY											
11/01/22	11/08/22	0	CAP Loan Payments		11/16/22	27070.29	.00	CHK			
					VENDOR TOTAL:	27070.29					
VENDOR: 1366 MS CROSS CONNECTION											
29975	10/26/22	5388	CCC Program		11/16/22	278.00	.00	ACH			
					VENDOR TOTAL:	278.00					
VENDOR: 1390 JACKSON NEWELL PAPER CO											
3150486	10/26/22	5825	Supplies		11/16/22	133.25	.00	ACH			
					VENDOR TOTAL:	133.25					
VENDOR: 1391 NAVIGATION ELECTRONICS INC											
0088147-IN	11/04/22	5775	Maintenance		11/16/22	3379.83	.00	ACH			
					VENDOR TOTAL:	3379.83					
VENDOR: 1400 NESCO											
S2558068.001	10/27/22	5856	Materials		11/16/22	106.68	.00	ACH			
					VENDOR TOTAL:	106.68					
VENDOR: 1525 OKTIBBEHA COUNTY COOP											
835298	11/03/22	5844	Landscape Repairs		11/16/22	93.24	.00	ACH			
835423	10/31/22	5846	Landscape Repairs		11/16/22	280.00	.00	ACH			
835858	11/04/22	5857	Landscape Repairs		11/16/22	168.00	.00	ACH			

STARKVILLE WATER DEPT		ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE		
PRG. ACTPAYLT		FOR: 11/28/22 ACCOUNT 23110						RUN DATE 11/09/22 10:10 AM		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/VOID DATE	ACH SEQ
VENDOR:		1620 POLLAN PROMOS								
22541	11/03/22	5836 Uniforms		11/16/22	181.49	.00	ACH			
22542	11/03/22	5858 Uniforms		11/16/22	192.99	.00	ACH			
				VENDOR TOTAL:		541.24				
VENDOR:		1818 UNITED RENTALS INC								
212738117-001	11/07/22	5374 Equipment Purchase		11/16/22	4998.00	.00	ACH			
				VENDOR TOTAL:	4998.00					
VENDOR:		1892 S&N AIROFLO INC								
18620	11/03/22	5887 Aerators		11/16/22	4400.00	.00	ACH			
				VENDOR TOTAL:	4400.00					
VENDOR:		1905 STARKVILLE AUTO PARTS								
5151-156537	10/26/22	5849 Maintenance		11/16/22	226.78	.00	CHK			
5151-156557	10/26/22	5852 Maintenance		11/16/22	123.92	.00	CHK			
5151-156651	11/03/22	5876 Maintenance		11/16/22	209.37	.00	CHK			
				VENDOR TOTAL:	560.07					
VENDOR:		1910 STARKVILLE ELECTRIC DEPT								
14610-0822	11/08/22	0 Due to Elec Dept-146.10		11/16/22	61754.67	.00	ACH			
14610-0922	11/08/22	0 Due to Elec Dept-146.10		11/16/22	60579.40	.00	ACH			
				VENDOR TOTAL:	122334.07					
VENDOR:		1917 RONNIE JONES CONST, INC.								
20221270	10/27/22	5776 Crusher Run		11/16/22	2440.20	.00	ACH			
20221271	10/27/22	5789 Pea Gravel		11/16/22	1660.00	.00	ACH			
20221277	10/27/22	5823 Crusher Run		11/16/22	1068.06	.00	ACH			
				VENDOR TOTAL:	5168.26					
VENDOR:		1937 SOUTHERN PIPE & SUPPLY								
7040740-00	10/26/22	5598 Materials		11/16/22	948.55	.00	ACH			
7188662-00	10/26/22	5729 Materials		11/16/22	2690.04	.00	ACH			
				VENDOR TOTAL:	3638.59					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1943 SOUTHERN TELECOMMUNICATIONS											
OCTOBER 2022	11/09/22	0	Phone Bill - 2490 - 66232318		11/28/22	149.45	.00	CHK			
					VENDOR TOTAL:	149.45					
VENDOR: 1947 SUNCOAST INFRASTRUCTURE, INC											
S22079-01	11/08/22	0	Green Oaks Sewer-Phase 2		11/16/22	122555.20	.00	ACH			
S22079-02	11/08/22	0	Green Oaks Sewer-Phase 2		11/16/22	49525.00	.00	ACH			
					VENDOR TOTAL:	172080.20					
VENDOR: 2000 TALKING WARRIOR WATER ASSOC											
OCTOBER 2022	11/08/22	0	TWA Water Revenues		11/16/22	2227.42	.00	ACH			
					VENDOR TOTAL:	2227.42					
VENDOR: 2039 TRIPLE C TRAILERS LLC											
2352	10/31/22	5859	Maintenance		11/16/22	455.00	.00	CHK			
					VENDOR TOTAL:	455.00					
VENDOR: 2098 ULINE											
155512778	10/27/22	5845	Materials		11/16/22	323.70	.00	ACH			
155731720	11/03/22	5862	Maintenance		11/16/22	954.10	.00	ACH			
					VENDOR TOTAL:	1277.80					
VENDOR: 2104 UPS											
000024W1X6432	11/03/22	5889	Shipping		11/16/22	40.14	.00	CHK			
000024W1X6552	11/07/22	5896	Shipping		11/16/22	43.63	.00	CHK			
					VENDOR TOTAL:	83.77					
VENDOR: 2202 WAYPOINT ANALYTICAL											
1070057	10/26/22	6609	Testing		11/16/22	240.00	.00	ACH			
1070193	10/31/22	6609	Testing		11/16/22	240.00	.00	ACH			
1070311	11/07/22	6609	Testing		11/16/22	288.00	.00	ACH			
					VENDOR TOTAL:	768.00					
					GRAND TOTAL:	541217.85					



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 11-15-2022
PAGE: 1 of 23

SUBJECT: Request acceptance of the October 2022 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Webb Corban, Director of Finance
or Emilia Montgomery, Accountant at Starkville Utilities

SUGGESTED MOTION:

Acceptance of the October 2022 financial statements of the City of Starkville, MS.



Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	9,137,320.00	9,137,320.00	60,031.41	60,031.41	-9,077,288.59	0.66 %
206 - LIEU OF TAXES	719,500.00	719,500.00	28,216.28	28,216.28	-691,283.72	3.92 %
220 - LICENSES AND PERMITS	243,750.00	243,750.00	17,958.32	17,958.32	-225,791.68	7.37 %
230 - INTERGOVERNMENTAL REVENUES	11,722,489.00	11,722,489.00	832,178.60	832,178.60	-10,890,310.40	7.10 %
250 - GRANTS	190,134.00	190,134.00	56,396.16	56,396.16	-133,737.84	29.66 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	27,500.00	27,500.00	16,178.71	16,178.71	-11,321.29	58.83 %
330 - FINES AND FORFEITS	587,000.00	587,000.00	69,813.25	69,813.25	-517,186.75	11.89 %
340 - MISCELLANEOUS	438,677.00	438,677.00	33,164.17	33,164.17	-405,512.83	7.56 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	45.00	45.00	-1,455.00	3.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,380,000.00	4,380,000.00	153,750.00	153,750.00	-4,226,250.00	3.51 %
631 - ODDFELLOWS	250.00	250.00	93.78	93.78	-156.22	37.51 %
Department: 000 - UNDESIGNATED Total:	27,448,120.00	27,448,120.00	1,267,825.68	1,267,825.68	-26,180,294.32	4.62 %
Revenue Total:	27,448,120.00	27,448,120.00	1,267,825.68	1,267,825.68	-26,180,294.32	4.62 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	215,420.00	215,420.00	17,021.66	17,021.66	198,398.34	7.90 %
600 - CONTRACTUAL SERVICES	15,250.00	15,250.00	329.55	329.55	14,920.45	2.16 %
Department: 100 - BOARD OF ALDERMEN Total:	230,670.00	230,670.00	17,351.21	17,351.21	213,318.79	7.52 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	392,737.00	392,737.00	26,734.64	26,734.64	366,002.36	6.81 %
500 - SUPPLIES	10,000.00	10,000.00	135.06	135.06	9,864.94	1.35 %
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	1,420.91	1,420.91	24,579.09	5.47 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	443,737.00	443,737.00	28,290.61	28,290.61	415,446.39	6.38 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	92,950.00	159.84	159.84	92,790.16	0.17 %
Department: 111 - YOUTH COURT Total:	92,950.00	92,950.00	159.84	159.84	92,790.16	0.17 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	179,830.00	179,830.00	13,963.06	13,963.06	165,866.94	7.76 %
500 - SUPPLIES	1,000.00	1,000.00	55.13	55.13	944.87	5.51 %
600 - CONTRACTUAL SERVICES	92,050.00	92,050.00	358.94	358.94	91,691.06	0.39 %
Department: 120 - MAYORS OFFICE Total:	272,880.00	272,880.00	14,377.13	14,377.13	258,502.87	5.27 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	346,066.00	346,066.00	29,314.87	29,314.87	316,751.13	8.47 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	134,500.00	134,500.00	2,768.08	2,768.08	131,731.92	2.06 %
900 - CAPITAL OUTLAY	95,000.00	95,000.00	10,075.84	10,075.84	84,924.16	10.61 %
Department: 123 - IT Total:	576,066.00	576,066.00	42,158.79	42,158.79	533,907.21	7.32 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
Department: 130 - ELECTIONS Total:	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	444,946.00	444,946.00	32,930.14	32,930.14	412,015.86	7.40 %
600 - CONTRACTUAL SERVICES	137,500.00	137,500.00	60,000.00	60,000.00	77,500.00	43.64 %
Department: 142 - CITY CLERKS OFFICE Total:	582,446.00	582,446.00	92,930.14	92,930.14	489,515.86	15.96 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500 - SUPPLIES	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
600 - CONTRACTUAL SERVICES	114,500.00	114,500.00	1,735.69	1,735.69	112,764.31	1.52 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	126,000.00	126,000.00	1,735.69	1,735.69	124,264.31	1.38 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	175.00	175.00	8,325.00	2.06 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,500.00	8,500.00	175.00	175.00	8,325.00	2.06 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	70,035.00	70,035.00	5,386.17	5,386.17	64,648.83	7.69 %
Department: 160 - ATTORNEY AND STAFF Total:	70,035.00	70,035.00	5,386.17	5,386.17	64,648.83	7.69 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	205,000.00	205,000.00	16,361.50	16,361.50	188,638.50	7.98 %
Department: 169 - LEGAL Total:	205,000.00	205,000.00	16,361.50	16,361.50	188,638.50	7.98 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	407,216.00	407,216.00	22,547.39	22,547.39	384,668.61	5.54 %
500 - SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
600 - CONTRACTUAL SERVICES	50,500.00	50,500.00	3,733.03	3,733.03	46,766.97	7.39 %
Department: 180 - HUMAN RESOURCES Total:	460,216.00	460,216.00	26,280.42	26,280.42	433,935.58	5.71 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	185,579.00	185,579.00	8,305.75	8,305.75	177,273.25	4.48 %
500 - SUPPLIES	400.00	400.00	0.00	0.00	400.00	0.00 %
600 - CONTRACTUAL SERVICES	44,550.00	44,550.00	1,801.83	1,801.83	42,748.17	4.04 %
900 - CAPITAL OUTLAY	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Department: 190 - CITY PLANNER Total:	260,529.00	260,529.00	10,107.58	10,107.58	250,421.42	3.88 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	151,355.00	151,355.00	10,427.05	10,427.05	140,927.95	6.89 %
Department: 191 - EXTERNAL SERVICE Total:	151,355.00	151,355.00	10,427.05	10,427.05	140,927.95	6.89 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	331.40	331.40	5,168.60	6.03 %
600 - CONTRACTUAL SERVICES	90,500.00	90,500.00	10,508.21	10,508.21	79,991.79	11.61 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	0.00	3,586.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	99,586.00	99,586.00	10,839.61	10,839.61	88,746.39	10.88 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	48,296.00	48,296.00	18,046.00	18,046.00	30,250.00	37.37 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
990 - TRANSFERS	642,833.00	642,833.00	131,375.00	131,375.00	511,458.00	20.44 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	695,629.00	695,629.00	149,421.00	149,421.00	546,208.00	21.48 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	23,300.00	23,300.00	1,400.00	1,400.00	21,900.00	6.01 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,600.00	1,600.00	18,400.00	8.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	43,300.00	43,300.00	3,000.00	3,000.00	40,300.00	6.93 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	414,389.00	414,389.00	30,134.03	30,134.03	384,254.97	7.27 %
500 - SUPPLIES	8,700.00	8,700.00	54.88	54.88	8,645.12	0.63 %
600 - CONTRACTUAL SERVICES	23,900.00	23,900.00	366.15	366.15	23,533.85	1.53 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 197 - ENGINEERING Total:	451,989.00	451,989.00	30,555.06	30,555.06	421,433.94	6.76 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	5,872,811.68	5,872,811.68	428,552.06	428,552.06	5,444,259.62	7.30 %
500 - SUPPLIES	526,000.00	526,000.00	32,332.15	32,332.15	493,667.85	6.15 %
600 - CONTRACTUAL SERVICES	608,350.00	608,350.00	47,492.56	47,492.56	560,857.44	7.81 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	93,123.00	93,123.00	27,995.00	27,995.00	65,128.00	30.06 %
800 - DEBT SERVICE	146,964.00	146,964.00	36,741.00	36,741.00	110,223.00	25.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	277,700.00	277,700.00	8,967.48	8,967.48	268,732.52	3.23 %
Department: 201 - POLICE DEPARTMENT Total:	7,524,948.68	7,524,948.68	582,080.25	582,080.25	6,942,868.43	7.74 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	333,856.00	333,856.00	20,833.55	20,833.55	313,022.45	6.24 %
600 - CONTRACTUAL SERVICES	3,500.00	3,500.00	125.62	125.62	3,374.38	3.59 %
Department: 245 - DISPATCHERS Total:	337,356.00	337,356.00	20,959.17	20,959.17	316,396.83	6.21 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	122,381.00	122,381.00	11,479.92	11,479.92	110,901.08	9.38 %
500 - SUPPLIES	2,950.00	2,950.00	342.99	342.99	2,607.01	11.63 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	306.00	306.00	4,694.00	6.12 %
Department: 246 - CODE ENFORCEMENT Total:	130,331.00	130,331.00	12,128.91	12,128.91	118,202.09	9.31 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	163,916.00	163,916.00	14,743.18	14,743.18	149,172.82	8.99 %
Department: 254 - DUI GRANT Total:	163,916.00	163,916.00	14,743.18	14,743.18	149,172.82	8.99 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,051,050.00	4,051,050.00	374,293.62	374,293.62	3,676,756.38	9.24 %
500 - SUPPLIES	117,750.00	117,750.00	13,559.44	13,559.44	104,190.56	11.52 %
600 - CONTRACTUAL SERVICES	272,500.00	272,500.00	20,439.34	20,439.34	252,060.66	7.50 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,000.00	15,000.00	4,785.00	4,785.00	10,215.00	31.90 %
800 - DEBT SERVICE	126,935.00	126,935.00	3,454.80	3,454.80	123,480.20	2.72 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	2,460.67	2,460.67	47,539.33	4.92 %
Department: 261 - FIRE DEPARTMENT Total:	4,633,235.00	4,633,235.00	418,992.87	418,992.87	4,214,242.13	9.04 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	289,977.00	289,977.00	25,388.12	25,388.12	264,588.88	8.76 %
500 - SUPPLIES	7,100.00	7,100.00	52.65	52.65	7,047.35	0.74 %
600 - CONTRACTUAL SERVICES	34,000.00	34,000.00	962.26	962.26	33,037.74	2.83 %
Department: 281 - BUILDING/CODES OFFICE Total:	331,077.00	331,077.00	26,403.03	26,403.03	304,673.97	7.97 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	18,000.00	18,000.00	160.39	160.39	17,839.61	0.89 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,000.00	18,000.00	160.39	160.39	17,839.61	0.89 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	1,045,441.00	1,045,441.00	67,226.54	67,226.54	978,214.46	6.43 %
500 - SUPPLIES	298,000.00	298,000.00	17,357.59	17,357.59	280,642.41	5.82 %
600 - CONTRACTUAL SERVICES	633,600.00	633,600.00	42,990.89	42,990.89	590,609.11	6.79 %
800 - DEBT SERVICE	98,640.00	98,640.00	0.00	0.00	98,640.00	0.00 %
900 - CAPITAL OUTLAY	260,000.00	260,000.00	0.00	0.00	260,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	2,335,681.00	2,335,681.00	127,575.02	127,575.02	2,208,105.98	5.46 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	98,991.00	98,991.00	8,464.35	8,464.35	90,526.65	8.55 %
500 - SUPPLIES	7,000.00	7,000.00	271.24	271.24	6,728.76	3.87 %
600 - CONTRACTUAL SERVICES	7,300.00	7,300.00	274.88	274.88	7,025.12	3.77 %
Department: 360 - ANIMAL CONTROL Total:	113,291.00	113,291.00	9,010.47	9,010.47	104,280.53	7.95 %
Department: 550 - PARKS AND REC DEPARTMENT						
500 - SUPPLIES	0.00	0.00	-731.69	-731.69	731.69	0.00 %
600 - CONTRACTUAL SERVICES	1,523,950.00	1,523,950.00	259,372.25	259,372.25	1,264,577.75	17.02 %
800 - DEBT SERVICE	8,978.00	8,978.00	0.00	0.00	8,978.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,532,928.00	1,532,928.00	258,640.56	258,640.56	1,274,287.44	16.87 %
Department: 553 - P&R CORNERSTONE						
600 - CONTRACTUAL SERVICES	240,000.00	240,000.00	40,007.00	40,007.00	199,993.00	16.67 %
Department: 553 - P&R CORNERSTONE Total:	240,000.00	240,000.00	40,007.00	40,007.00	199,993.00	16.67 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
900 - CAPITAL OUTLAY	310,000.00	310,000.00	0.00	0.00	310,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	317,500.00	317,500.00	0.00	0.00	317,500.00	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,547,893.43	2,547,893.43	0.00	0.00	2,547,893.43	0.00 %
Department: 800 - DEBT SERVICE Total:	2,547,893.43	2,547,893.43	0.00	0.00	2,547,893.43	0.00 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,448,074.89	2,448,074.89	0.00	0.00	2,448,074.89	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,448,074.89	2,448,074.89	0.00	0.00	2,448,074.89	0.00 %
Expense Total:	27,448,120.00	27,448,120.00	1,970,257.65	1,970,257.65	25,477,862.35	7.18 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-702,431.97	-702,431.97	-702,431.97	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	739.75	739.75	-9,260.25	7.40 %
Department: 000 - UNDESIGNATED Total:	10,000.00	10,000.00	739.75	739.75	-9,260.25	7.40 %
Revenue Total:	10,000.00	10,000.00	739.75	739.75	-9,260.25	7.40 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	7,500.00	7,500.00	1,297.29	1,297.29	6,202.71	17.30 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	10,000.00	10,000.00	1,297.29	1,297.29	8,702.71	12.97 %
Expense Total:	10,000.00	10,000.00	1,297.29	1,297.29	8,702.71	12.97 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-557.54	-557.54	-557.54	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	159,200.00	159,200.00	0.00	0.00	-159,200.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	110,000.00	110,000.00	0.00	0.00	-110,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	269,200.00	269,200.00	0.00	0.00	-269,200.00	0.00 %
Revenue Total:	269,200.00	269,200.00	0.00	0.00	-269,200.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
800 - DEBT SERVICE	263,248.18	263,248.18	140,382.18	140,382.18	122,866.00	53.33 %
900 - CAPITAL OUTLAY	3,951.82	3,951.82	0.00	0.00	3,951.82	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,200.00	269,200.00	140,382.18	140,382.18	128,817.82	52.15 %
Expense Total:	269,200.00	269,200.00	140,382.18	140,382.18	128,817.82	52.15 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-140,382.18	-140,382.18	-140,382.18	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	0.00	-70,951.00	0.00 %
340 - MISCELLANEOUS	22,850.00	22,850.00	2,150.00	2,150.00	-20,700.00	9.41 %
360 - CHARGES FOR SERVICES	687,350.00	687,350.00	131,170.85	131,170.85	-556,179.15	19.08 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	750,000.00	750,000.00	0.00	0.00	-750,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,531,151.00	1,531,151.00	133,320.85	133,320.85	-1,397,830.15	8.71 %
Revenue Total:	1,531,151.00	1,531,151.00	133,320.85	133,320.85	-1,397,830.15	8.71 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	252,134.00	252,134.00	19,024.68	19,024.68	233,109.32	7.55 %
500 - SUPPLIES	561,000.00	561,000.00	129,671.98	129,671.98	431,328.02	23.11 %
600 - CONTRACTUAL SERVICES	116,350.00	116,350.00	8,667.94	8,667.94	107,682.06	7.45 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	66,233.57	66,233.57	-66,233.57	0.00 %
900 - CAPITAL OUTLAY	601,667.00	601,667.00	0.00	0.00	601,667.00	0.00 %
Department: 505 - AIRPORT Total:	1,531,151.00	1,531,151.00	223,598.17	223,598.17	1,307,552.83	14.60 %
Expense Total:	1,531,151.00	1,531,151.00	223,598.17	223,598.17	1,307,552.83	14.60 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-90,277.32	-90,277.32	-90,277.32	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	23,000.00	23,000.00	9,310.00	9,310.00	-13,690.00	40.48 %
Department: 000 - UNDESIGNATED Total:	23,000.00	23,000.00	9,310.00	9,310.00	-13,690.00	40.48 %
Revenue Total:	23,000.00	23,000.00	9,310.00	9,310.00	-13,690.00	40.48 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	23,000.00	23,000.00	193,594.09	193,594.09	-170,594.09	841.71 %
Department: 515 - RESTRICTED PROJECTS Total:	23,000.00	23,000.00	193,594.09	193,594.09	-170,594.09	841.71 %
Expense Total:	23,000.00	23,000.00	193,594.09	193,594.09	-170,594.09	841.71 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-184,284.09	-184,284.09	-184,284.09	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
340 - MISCELLANEOUS	3,075,000.00	3,075,000.00	259,731.96	259,731.96	-2,815,268.04	8.45 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	205,000.00	205,000.00	80,003.00	80,003.00	-124,997.00	39.03 %
Department: 000 - UNDESIGNATED Total:	3,305,000.00	3,305,000.00	339,734.96	339,734.96	-2,965,265.04	10.28 %
Revenue Total:	3,305,000.00	3,305,000.00	339,734.96	339,734.96	-2,965,265.04	10.28 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,816,278.00	1,816,278.00	142,588.55	142,588.55	1,673,689.45	7.85 %
500 - SUPPLIES	274,000.00	274,000.00	14,972.34	14,972.34	259,027.66	5.46 %
600 - CONTRACTUAL SERVICES	841,100.00	841,100.00	41,797.18	41,797.18	799,302.82	4.97 %
800 - DEBT SERVICE	322,294.00	322,294.00	6,515.20	6,515.20	315,778.80	2.02 %
900 - CAPITAL OUTLAY	51,328.00	51,328.00	0.00	0.00	51,328.00	0.00 %
Department: 322 - SANITATION DEPARTMENT Total:	3,305,000.00	3,305,000.00	205,873.27	205,873.27	3,099,126.73	6.23 %
Department: 341 - LANDSCAPING						
600 - CONTRACTUAL SERVICES	0.00	0.00	64.76	64.76	-64.76	0.00 %
Department: 341 - LANDSCAPING Total:	0.00	0.00	64.76	64.76	-64.76	0.00 %
Expense Total:	3,305,000.00	3,305,000.00	205,938.03	205,938.03	3,099,061.97	6.23 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	133,796.93	133,796.93	133,796.93	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	23,298.40	23,298.40	-626,701.60	3.58 %
Department: 000 - UNDESIGNATED Total:	650,000.00	650,000.00	23,298.40	23,298.40	-626,701.60	3.58 %
Revenue Total:	650,000.00	650,000.00	23,298.40	23,298.40	-626,701.60	3.58 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
900 - CAPITAL OUTLAY	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Department: 323 - LANDFILL Total:	650,000.00	650,000.00	0.00	0.00	650,000.00	0.00 %
Expense Total:	650,000.00	650,000.00	0.00	0.00	650,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	23,298.40	23,298.40	23,298.40	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - MODERNIZATION USE TAX						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,050,000.00	2,050,000.00	0.00	0.00	-2,050,000.00	0.00 %
Revenue Total:	2,050,000.00	2,050,000.00	0.00	0.00	-2,050,000.00	0.00 %
Expense						
Department: 300 - STREET DEPARTMENT						
900 - CAPITAL OUTLAY	2,050,000.00	2,050,000.00	-627.65	-627.65	2,050,627.65	-0.03 %
Department: 300 - STREET DEPARTMENT Total:	2,050,000.00	2,050,000.00	-627.65	-627.65	2,050,627.65	-0.03 %
Expense Total:	2,050,000.00	2,050,000.00	-627.65	-627.65	2,050,627.65	-0.03 %
Fund: 120 - MODERNIZATION USE TAX Surplus (Deficit):	0.00	0.00	627.65	627.65	627.65	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Revenue Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	100,000.00	100,000.00	1,596.73	1,596.73	98,403.27	1.60 %
Department: 600 - CAPITAL PROJECTS Total:	100,000.00	100,000.00	1,596.73	1,596.73	98,403.27	1.60 %
Expense Total:	100,000.00	100,000.00	1,596.73	1,596.73	98,403.27	1.60 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-1,596.73	-1,596.73	-1,596.73	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND						
Revenue						
Department: 350 - MAIN STREET						
230 - INTERGOVERNMENTAL REVENUES	1,250,000.00	1,250,000.00	0.00	0.00	-1,250,000.00	0.00 %
Department: 350 - MAIN STREET Total:	1,250,000.00	1,250,000.00	0.00	0.00	-1,250,000.00	0.00 %
Department: 351 - JL KING PARK						
230 - INTERGOVERNMENTAL REVENUES	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Department: 351 - JL KING PARK Total:	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Department: 352 - NORTHSIDE DRIVE						
230 - INTERGOVERNMENTAL REVENUES	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Department: 352 - NORTHSIDE DRIVE Total:	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Revenue Total:	1,750,000.00	1,750,000.00	0.00	0.00	-1,750,000.00	0.00 %
Expense						
Department: 350 - MAIN STREET						
600 - CONTRACTUAL SERVICES	1,250,000.00	1,250,000.00	0.00	0.00	1,250,000.00	0.00 %
Department: 350 - MAIN STREET Total:	1,250,000.00	1,250,000.00	0.00	0.00	1,250,000.00	0.00 %
Department: 351 - JL KING PARK						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 351 - JL KING PARK Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 352 - NORTHSIDE DRIVE						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 352 - NORTHSIDE DRIVE Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Expense Total:	1,750,000.00	1,750,000.00	0.00	0.00	1,750,000.00	0.00 %
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND Surplus (Defic..	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 309 - AMERICAN RELIEF FUND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	3,892.27	3,892.27	3,892.27	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	6,264,048.26	6,264,048.26	0.00	0.00	-6,264,048.26	0.00 %
Department: 000 - UNDESIGNATED Total:	6,264,048.26	6,264,048.26	3,892.27	3,892.27	-6,260,155.99	0.06 %
Revenue Total:	6,264,048.26	6,264,048.26	3,892.27	3,892.27	-6,260,155.99	0.06 %
Expense						
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	6,264,048.26	6,264,048.26	0.00	0.00	6,264,048.26	0.00 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	6,264,048.26	6,264,048.26	0.00	0.00	6,264,048.26	0.00 %
Expense Total:	6,264,048.26	6,264,048.26	0.00	0.00	6,264,048.26	0.00 %
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	0.00	0.00	3,892.27	3,892.27	3,892.27	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	190.37	190.37	190.37	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	400,000.00	400,000.00	190.37	190.37	-399,809.63	0.05 %
Revenue Total:	400,000.00	400,000.00	190.37	190.37	-399,809.63	0.05 %
Expense						
Department: 600 - CAPITAL PROJECTS						
900 - CAPITAL OUTLAY	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Expense Total:	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	190.37	190.37	190.37	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,450,000.00	2,450,000.00	240,672.73	240,672.73	-2,209,327.27	9.82 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,600,000.00	3,600,000.00	0.00	0.00	-3,600,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	6,050,000.00	6,050,000.00	240,672.73	240,672.73	-5,809,327.27	3.98 %
Revenue Total:	6,050,000.00	6,050,000.00	240,672.73	240,672.73	-5,809,327.27	3.98 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	1,486,420.00	1,486,420.00	0.00	0.00	1,486,420.00	0.00 %
900 - CAPITAL OUTLAY	4,323,580.00	4,323,580.00	0.00	0.00	4,323,580.00	0.00 %
950 - TRANSFERS	240,000.00	240,000.00	40,000.00	40,000.00	200,000.00	16.67 %
Department: 551 - PARK & REC TOURISM Total:	6,050,000.00	6,050,000.00	40,000.00	40,000.00	6,010,000.00	0.66 %
Expense Total:	6,050,000.00	6,050,000.00	40,000.00	40,000.00	6,010,000.00	0.66 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	200,672.73	200,672.73	200,672.73	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	6,500,500.00	6,500,500.00	0.00	0.00	-6,500,500.00	0.00 %
Department: 000 - UNDESIGNATED Total:	6,500,500.00	6,500,500.00	0.00	0.00	-6,500,500.00	0.00 %
Revenue Total:	6,500,500.00	6,500,500.00	0.00	0.00	-6,500,500.00	0.00 %
Expense						
Department: 318 - MS182/MLK						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
900 - CAPITAL OUTLAY	6,000,000.00	6,000,000.00	0.00	0.00	6,000,000.00	0.00 %
Department: 318 - MS182/MLK Total:	6,500,500.00	6,500,500.00	0.00	0.00	6,500,500.00	0.00 %
Expense Total:	6,500,500.00	6,500,500.00	0.00	0.00	6,500,500.00	0.00 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,000.00	2,000.00	3,209.00	3,209.00	1,209.00	160.45 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,863,655.33	4,863,655.33	0.00	0.00	-4,863,655.33	0.00 %
900 - CAPITAL OUTLAY	1,600,000.00	1,600,000.00	0.00	0.00	-1,600,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	6,465,655.33	6,465,655.33	3,209.00	3,209.00	-6,462,446.33	0.05 %
Revenue Total:	6,465,655.33	6,465,655.33	3,209.00	3,209.00	-6,462,446.33	0.05 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	0.00	0.00	6,114.00	6,114.00	-6,114.00	0.00 %
900 - CAPITAL OUTLAY	6,465,655.33	6,465,655.33	1,577,091.73	1,577,091.73	4,888,563.60	24.39 %
Department: 551 - PARK & REC TOURISM Total:	6,465,655.33	6,465,655.33	1,583,205.73	1,583,205.73	4,882,449.60	24.49 %
Expense Total:	6,465,655.33	6,465,655.33	1,583,205.73	1,583,205.73	4,882,449.60	24.49 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	-1,579,996.73	-1,579,996.73	-1,579,996.73	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,500.00	1,500.00	897.21	897.21	-602.79	59.81 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,676.20	1,500,676.20	0.00	0.00	-1,500,676.20	0.00 %
Department: 000 - UNDESIGNATED Total:	1,502,176.20	1,502,176.20	897.21	897.21	-1,501,278.99	0.06 %
Revenue Total:	1,502,176.20	1,502,176.20	897.21	897.21	-1,501,278.99	0.06 %
Expense						
Department: 300 - STREET DEPARTMENT						
500 - SUPPLIES	0.00	0.00	540.80	540.80	-540.80	0.00 %
600 - CONTRACTUAL SERVICES	1,502,176.20	1,502,176.20	0.00	0.00	1,502,176.20	0.00 %
Department: 300 - STREET DEPARTMENT Total:	1,502,176.20	1,502,176.20	540.80	540.80	1,501,635.40	0.04 %
Expense Total:	1,502,176.20	1,502,176.20	540.80	540.80	1,501,635.40	0.04 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION Surplus (Deficit):	0.00	0.00	356.41	356.41	356.41	0.00 %
Report Surplus (Deficit):	0.00	0.00	-2,336,691.80	-2,336,691.80	-2,336,691.80	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-702,431.97	-702,431.97	-702,431.97
002 - RESTRICTED POLICE FUND	0.00	0.00	-557.54	-557.54	-557.54
003 - RESTRICTED FIRE FUND	0.00	0.00	-140,382.18	-140,382.18	-140,382.18
015 - AIRPORT FUND	0.00	0.00	-90,277.32	-90,277.32	-90,277.32
016 - RESTRICTED AIRPORT	0.00	0.00	-184,284.09	-184,284.09	-184,284.09
022 - ENVIRONMENTAL SERVICES	0.00	0.00	133,796.93	133,796.93	133,796.93
023 - LANDFILL ACCOUNT	0.00	0.00	23,298.40	23,298.40	23,298.40
120 - MODERNIZATION USE TAX	0.00	0.00	627.65	627.65	627.65
303 - INDUSTRIAL PARK BOND	0.00	0.00	-1,596.73	-1,596.73	-1,596.73
306 - 2022 LOCAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
309 - AMERICAN RELIEF FUND	0.00	0.00	3,892.27	3,892.27	3,892.27
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	190.37	190.37	190.37
375 - PARK AND REC TOURISM	0.00	0.00	200,672.73	200,672.73	200,672.73
377 - BUILD GRANT MS 182 / MLK C	0.00	0.00	0.00	0.00	0.00
380 - PARK BONDS 2020	0.00	0.00	-1,579,996.73	-1,579,996.73	-1,579,996.73
700 - STARK/HOSPITAL ROAD EXPAN	0.00	0.00	356.41	356.41	356.41
Report Surplus (Deficit):	0.00	0.00	-2,336,691.80	-2,336,691.80	-2,336,691.80



Starkville Utilities – Electric Division
Budget Year 2023 (10/2022-9/2023) Report
For the Period Ending October 31, 2022

****PRELIMINARY**

	Total 2023 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 41,425,000	\$ 2,595,939	\$ 2,595,939	(38,829,061)	6.27%
Other Revenue	1,915,000	124,041	124,041	(1,790,959)	6.48%
Total Revenue	\$ 43,340,000	\$ 2,719,980	\$ 2,719,980	(40,620,020)	6.28%
<u>Expenses</u>					
Purchased Power Expense	\$ 32,800,000	\$ 2,711,147	\$ 2,711,147	30,088,853	8.27%
Payroll Expenses	3,035,239	292,636	292,636	2,742,603	9.64%
Operating Expenses	1,564,000	55,384	55,384	1,508,616	3.54%
Maintenance Expense	1,170,000	102,932	102,932	1,067,068	8.80%
Capital Expense	3,119,297	464,733	464,733	2,654,564	14.90%
Debt Expense	628,775	-	-	628,775	0.00%
Tax Equivalency	1,365,000	113,750	113,750	1,251,250	8.33%
Total Expenses	\$ 43,682,311	\$ 3,740,582	\$ 3,740,582	39,941,729	8.56%
Total Revenue Over Expenses	\$ (342,311)	\$ (1,020,603)	\$ (1,020,602)	\$ (678,291)	298.15%

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.



Starkville Utilities – Water & Sewer Division
Budget Year 2023 (10/2022-9/2023) Report
For the Period Ending October 31, 2022

****PRELIMINARY**

	Total 2023 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 8,100,000	\$ 706,337	\$ 706,337	(7,393,663)	8.72%
Other Revenues	2,515,000	46,261	46,261	(2,468,739)	1.84%
Total Revenues	\$ 10,615,000	\$ 752,598	\$ 752,598	(9,862,402)	7.09%
<u>Expenses</u>					
Payroll Expense	\$ 2,461,919	\$ 146,971	\$ 146,971	(2,314,948)	5.97%
Operating Expense	1,820,000	110,812	110,812	(1,709,188)	6.09%
Maintenance Expense	3,300,000	219,864	219,864	(3,080,136)	6.66%
Capital Expense	1,867,000	-	-	(1,867,000)	0.00%
Debt Expense	1,505,438	204,690	204,690	(1,300,748)	13.60%
Total Expenses	\$ 10,954,357	\$ 682,337	\$ 682,337	(10,272,020)	6.23%
Total Revenues Over Expenses	\$ (339,357)	\$ 70,261	\$ 70,261	\$ (20,134,422)	-20.70%

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 15, 2022
Page: 1

SUBJECT:

Request authorization to hire Tiara Cole as a Utilities Operations Coordinator in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Tiara Cole, Non-Exempt 46,000 (\$22.11 per hour) based on 2080 hours.

FISCAL NOTE:

Paid out of FY 2022-23 Utilities budget. Acct 920.00 (Electric – 60%) and Acct 146.10 (Water – 40%).

AUTHORIZATION HISTORY:

This position was previously held by Lashonda Wilson who resigned.

Tiara, is an internal employee who is currently working as an Administrative Assistant in the Street Department.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Navarrete Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Tiara Cole as a Utilities Operations Coordinator in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 15, 2022
Page: 1

SUBJECT:

Request authorization to reclassify Denisha Paten's role to serve as an Executive Administrative Assistant for the Sanitation & Street Departments with the City of Starkville.

AMOUNT & SOURCE OF FUNDING:

Denisha Paten, Non-Exempt 46,000 (\$22.11 per hour) based on 2080 hours.

FISCAL NOTE:

50/50 pay split between the Sanitation and Street Departments.

- Sanitation is budgeted from line item # 022-322-430-107
- Street is budgeted from line item # 001-301-430-107

AUTHORIZATION HISTORY:

Over the last couple of years, there have been changes in how the City organizes work assignments and utilizes its resources. At times, the City has reclassified positions to achieve more effective operation. Typically, when vacancies occur or other needs arise, the City has the opportunity to review the function and historical use of positions to ensure alignment with the City's mission.

Currently, Ms. Paten is the Administrative Assistant for the Sanitation Department and Ms. Cole is the Administrative Assistant for the Street Department. Pending Board approval of the hiring of Ms. Cole as the Operations Coordinator for Starkville Utilities, the Administrative Assistant position with the Street Department will become vacant.

To meet current and future needs, the City considered several options, including filling the Street Department's position as it is currently classified. After discussion with the Department Heads for the Sanitation and Street Departments, respectively, they believe the Administrative Assistant positions can be consolidated with neither department losing the ability to function. Because of the broader responsibilities of the consolidated role, the City recommends reclassification to Executive Administrative Assistant.

REQUESTING DEPARTMENT:

Sanitation and Environmental Services Department and Street Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation and Environmental Services Director and Cody Burnett, City Engineer

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation and Environmental Services Director and Cody Burnett, City Engineer
Navarrette Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to reclassify Denisha Paten's role to serve as an Executive Administrative Assistant for the Sanitation & Street Departments with the City of Starkville.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 15, 2022
Page: 1

SUBJECT:

Request authorization to hire Perry Agnew as Maintenance Worker in the Street Department.

AMOUNT & SOURCE OF FUNDING:

Perry Agnew - Non-Exempt Salary of \$29,120.00 (\$14.00 per hour) based on 2080 hours per year.

FISCAL NOTE:

Budgeted from line item # 001-301-440-114

AUTHORIZATION HISTORY:

These are replacement positions previously held by Victor Johnson who retired.

REQUESTING DEPARTMENT:

Street Department

DIRECTOR'S AUTHORIZATION:

Cody Burnett, Engineer

FOR MORE INFORMATION CONTACT:

Cody Burnett, Engineer
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Perry Agnew as Maintenance Worker in the Street Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 15, 2022
Page: 1

SUBJECT:

Consideration of the discipline recommended by Starkville Police Chief Mark Ballard as a result of I.A. #22-10-001 for a Starkville police officer.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Police Department;
Human Resources Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Officer
Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Officer
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the discipline recommended by Starkville Police Chief Mark Ballard as a result of I.A. #22-10-001 for a Starkville police officer.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 15 November 2022
PAGE: 1 of 1

SUBJECT: Discussion and consideration to accept the name of Batters Blvd. located at Cornerstone Park.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty
662.323.2294
405 Lynn Lane
bdoherty@sportsfacilities.com

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Authorization to accept.



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 11-15-22
PAGE: 1 of 3

SUBJECT: Consideration of a loan from General City Funds to Sanitation Fund in the amount of \$247,024.00 for the purchase of a 2023 Rear Load Freightliner at 2.4% interest with quarterly payments over 5 years and declare the 2002 Rear Load refuse truck surplus and sell.

AMOUNT & SOURCE OF FUNDING: 022-322-820-880: New Note Payable Expense Account

The 2002 rear loader refuse truck will be sold (per the 10/4/22 agenda) and the recent sale of 2012 Mack (\$70,000) should provide funding for the first year or two years of the loan.

AUTHORIZATION HISTORY: The City of Starkville authorized the advertising by the City Clerk / CFO for quotes for lease purchase financing of a Rear Load Refuse Truck, at cost of \$247,024.00 on 10/4/22. The advertisement of the purchase of a truck was authorized 6/7/22.

The loan will be over a period of five years with payments to be made quarterly in advance. Financing by the General City to the Sanitation Dept at the interest rate being earned by the General City currently will result in lower payments by the Sanitation Dept while maintaining the earnings of the General Fund.

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:

Approval of a loan from General Fund to the Sanitation Fund for the purchase of a 2023 Rear Load Freightliner in the amount of \$247,024.00 at 2.4% over five years.

City of Starkville
General Fund to Sanitation Fund
2023 Freightliner M2 #9147

Loan Data

Loan Date 11/15/2022
Original Principal 247,024.00
Loan Term (Years) 5
Annual Interest Rate 2.40%
Payments per Year 4
Payment \$13,144.06

Quarter	Date	Payment	Interest	Principal	Balance
0					\$ 247,024.00
1	2/15/2023	\$13,144.06	\$1,482.14	\$11,661.92	\$ 235,362.08
2	5/15/2023	\$13,144.06	\$1,412.17	\$11,731.89	\$ 223,630.19
3	8/15/2023	\$13,144.06	\$1,341.78	\$11,802.28	\$ 211,827.91
4	11/15/2023	\$13,144.06	\$1,270.97	\$11,873.09	\$ 199,954.82
5	2/15/2024	\$13,144.06	\$1,199.73	\$11,944.33	\$ 188,010.49
6	5/15/2024	\$13,144.06	\$1,128.06	\$12,016.00	\$ 175,994.49
7	8/15/2024	\$13,144.06	\$1,055.96	\$12,088.10	\$ 163,906.39
8	11/15/2024	\$13,144.06	\$983.44	\$12,160.62	\$ 151,745.77
9	2/15/2025	\$13,144.06	\$910.47	\$12,233.59	\$ 139,512.18
10	5/15/2025	\$13,144.06	\$837.07	\$12,306.99	\$ 127,205.19
11	8/15/2025	\$13,144.06	\$763.23	\$12,380.83	\$ 114,824.36
12	11/15/2025	\$13,144.06	\$688.94	\$12,455.12	\$ 102,369.24
13	2/15/2026	\$13,144.06	\$614.21	\$12,529.85	\$ 89,839.39
14	5/15/2026	\$13,144.06	\$539.03	\$12,605.03	\$ 77,234.36
15	8/15/2026	\$13,144.06	\$463.40	\$12,680.66	\$ 64,553.70
16	11/15/2026	\$13,144.06	\$387.32	\$12,756.74	\$ 51,796.96
17	2/15/2027	\$13,144.06	\$310.78	\$12,833.28	\$ 38,963.68
18	5/15/2027	\$13,144.06	\$233.78	\$12,910.28	\$ 26,053.40
19	8/15/2027	\$13,144.06	\$156.32	\$12,987.74	\$ 13,065.66
20	11/15/2027	\$13,144.06	\$78.40	\$13,065.66	\$ -
Total		\$262,881.20	\$15,857.20	\$247,024.00	\$2,395,850.26



CITY OF STARKVILLE

RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPARTMENT: SES

AGENDA DATE: 10-4-2022

PAGE: 1

SUBJECT: Request approval for consideration 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.

AMOUNT & SOURCE OF FUNDING: Recent sale of 2012 Mack (\$70,000) and future sale of 2002 rear loader garbage truck.

Sansom has the quickest delivery time, meets all specifications that the Department needs, and does servicing and work on our grounds if needed in addition to being the lowest bid.

TESTING

DEPARTMENT: Sanitation & Environmental Services

DIRECTOR'S

AUTHORIZATION: Chris Smiley
Director of SES

FOR MORE INFORMATION CONTACT: Chris Smiley, 662-323-2652

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					
Total Duration :	30 Mins.					
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 Only	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 Only	1.00	N/A	N/A	N/A	120	150



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

AGENDA ITEM DEPT: SES
AGENDA DATE: 11-15-2022
PAGE:

SUBJECT: Request approval for Clarke Power Services to replace the transmission on the 2015 Mack Front End Loader garbage truck at a cost of 14,922.37 including parts, freight, labor, and supplies.

AMOUNT & SOURCE OF FUNDING 022-322-630-360

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** SES

**DIRECTOR'S
AUTHORIZATION:** CHRIS SMILEY, DIRECTOR

FOR MORE INFORMATION CONTACT: CHRIS SMILEY, 662-323-2652

SUGGESTED MOTION:

CLARKE

Power Services

407 S. EASON BLVD.
TUPELO, MS 38804
Phone: (662) 844-2212

SERVICE ESTIMATE: E120000384

BILL TO
CITY OF STARKVILLE - 171103
110 W. MAIN STREET
STARKVILLE MS 39759
P: (662) 323-9676
F:

DELIVER TO
CITY OF STARKVILLE - 171103
110 W. MAIN STREET
STARKVILLE MS 39759
P: (662) 323-9676
F:

DATE PROMISED		ESTIMATE EXP DATE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE		ENGINE HOURS
10/21/2022 6:00:00PM		11/18/2022	SC	MASON ELLIS	NET30	ALLISON REMAN		0
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	COMPONENT S/N	IN SERVICE	ODOMETER IN	ODOMETER OUT
2015	MACK	600	1M2AV02C4FM013375	95	6610409853		113846	0

Estimate Operations

JOB #1 027-000-000 SC Transmission - Main, Automatic

COMPLAINT DIAGNOSE TRANSMISSION
CUSTOMER STATES:
TAKING GEAR HARD, TRANSMISSION DIDN'T WANT TO SHIFT
WHEN KEY IS CYCLED, TRANSMISSION WORKS AS SHOULD
CAUSE TRANS IS SLIPPING NEEDS REPLACED
CORRECTION CHECKED TRANSMISSION DIPSTICK FOR FLUID
TRANS FLUID SMELLED LIKE CLUTCH MATERIAL
WIPED DIPSTICK ON RAG SEVERAL TIMES THE RAG SHOWED FINE METAL
PULLED TRUCK TO SHOP
GOT LAPTOP AND HOOKED ALLISON DOC TO TRUCK
CODE WAS INACTIVE FOR TURBINE SPEED SENSOR
CLEARED CODE AND TEST DROVE TRUCK WITH ALLISON HOOKED UP
INPUT, TURBINE, AND OUTPSEED SPEED SENSORS WORKED AS SHOULD
UPSHIFTING FROM 2ND TO 3RD AND INTO 4TH WAS SLIPPING
CAME BACK TO SHOP AND NO ACTIVE CODES WERE SHOWN ON ALLISON
TRANS IS SLIPPING NEEDS REPLACED

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR ATDOTHZZZ		ALLISON MISC GENERAL LABOR OP		933.53

JOB #1 027-000-000

SUB TOTAL: 933.53

JOB #2 027-000-000 SC Transmission - Main, Automatic

COMPLAINT REMOVE AND REPLACE TRANSMISSION
CAUSE TRANSMISSION HAS INTERNAL FAILURE
CORRECTION DROP DRIVE LINE
REMOVE TRANSMISSION
SWAP TRANSMISSION COOLER TO NEW TRANSMISSION
REMOVE PTO
INSTALL PTO ON NEW TRANSMISSION WITH NEW GASKET
INSTALL NEW TRANSMISSION
CLEAR CODES OUT OF TCM
RESET FILTER AND FLUID LIFE IN TRANSMISSION
START UNIT
TOP OFF WITH TRANSYND
TEST DRIVE UNIT
CHECK FLUID LEVEL
TOP OFF IF NEEDED

**ESTIMATE DOES NOT INCLUDE THE COST FOR ANY EXTRA PARTS/LABOR FOR UNFORESEEN ISSUES ONCE

CLARKE

Power Services

407 S. EASON BLVD.
TUPELO, MS 38804
Phone: (662) 844-2212

SERVICE ESTIMATE: E120000384

BILL TO
CITY OF STARKVILLE - 171103
110 W. MAIN STREET
STARKVILLE MS 39759
P: (662) 323-9676
F:

DELIVER TO
CITY OF STARKVILLE - 171103
110 W. MAIN STREET
STARKVILLE MS 39759
P: (662) 323-9676
F:

DATE PROMISED		ESTIMATE EXP DATE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE		ENGINE HOURS
10/21/2022 6:00:00PM		11/18/2022	SC	MASON ELLIS	NET30	ALLISON REMAN		0
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	COMPONENT S/N	IN SERVICE	ODOMETER IN	ODOMETER OUT
2015	MACK	600	1M2AV02C4FM013375	95	6610409853		113846	0

REPAIRS HAVE BEGUN**

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE
10	1202/15E2E1		TRANSYND TES668 - GAL (supersedes 120	36.60	366.00
1	1202/29513736		GASKET- MOUNTING, PTO NoReturn	8.17	8.17
1	1202/29565437		4500PRM Retran Assembly	10,075.87	10,075.87
-1	1202/29565437-CORE		HD4500P REMANUFACTURING CORE	4,560.00	-4,560.00
1	1202/29565437-CORE		HD4500P REMANUFACTURING CORE	4,560.00	4,560.00
4	120K/25167342		INSULATOR	42.25	169.00
3	120K/oap orc 72408		14 OZ BRAKE CLEAN (supersedes 120K/7.	4.60	13.80
	LABOR ATDOTHZZZ		ALLISON MISC GENERAL LABOR OP		3,006.00

JOB #2 027-000-000

SUB TOTAL: 13,638.84

ESTIMATE

PLEASE NOTE

Customer hereby agrees as follows: A. Clarke Power Services, Inc. ("Clarke") is authorized to perform the above work and to furnish all necessary parts and materials (the "Work"). B. The Terms and Conditions for Service of Vehicles or Generators posted on Clarke's website at www.clarkepowerservices.com/termsconditions (the "Terms") shall govern the Work, are incorporated herein by reference and are available to Customer from Clarke upon request. C. The Terms are the only terms that govern the Work, and together with this document comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, and communications. D. The Terms prevail over any of Customer's terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend

SUBTOTAL	14,572.37
SHOP SUPPLIES	250.00
EPA CHARGE	100.00
SALES TAX	0.00
TOTAL INVOICE	14,922.37
UPFRONT DEPOSIT	0.00
TOTAL DUE	14,922.37

AUTHORIZED BY _____ DATE _____

PICK-UP BY _____ DATE _____

CONTACT CUST _____ DATE/TIME _____

Please Remit Payment to:
CLARKE POWER SERVICES, INC.
PO Box 710157
Cincinnati, OH 45271-0157
Phone: (513) 771-2200
Fax: (513) 771-0520

WARNING! PAYMENT FRAUD ADVISORY: If you receive any communication (i.e., email, letter, etc.), containing a request to change payment remittance instructions to Clarke (i.e., wire, ach, check, etc.), please call Chip Thomas, Clarke's Credit Director, at (513) 475-3454 immediately to verify the accuracy of the information prior to sending any funds.



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

AGENDA ITEM NO:
AGENDA DATE: November 15, 2022
PAGE: 1

SUBJECT: Request authorization for the Mayor to execute the work order request from Four County in the estimated amount of \$4,118.54 with a monthly charge of \$48.05 for the installation of street lights along Old West Point Road and Pat Station areas with the final payment being based on final quantities and work.

AMOUNT & SOURCE OF FUNDING: Utilities/ Street Lighting

FISCAL NOTE: 2023 Street Lighting Budget

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

This installation includes adding 5 lights on Old West Point Road and 5 lights on Pat Station Road in the newly annexed areas.

See the attached map/ work order for more information.

SUGGESTED MOTION:

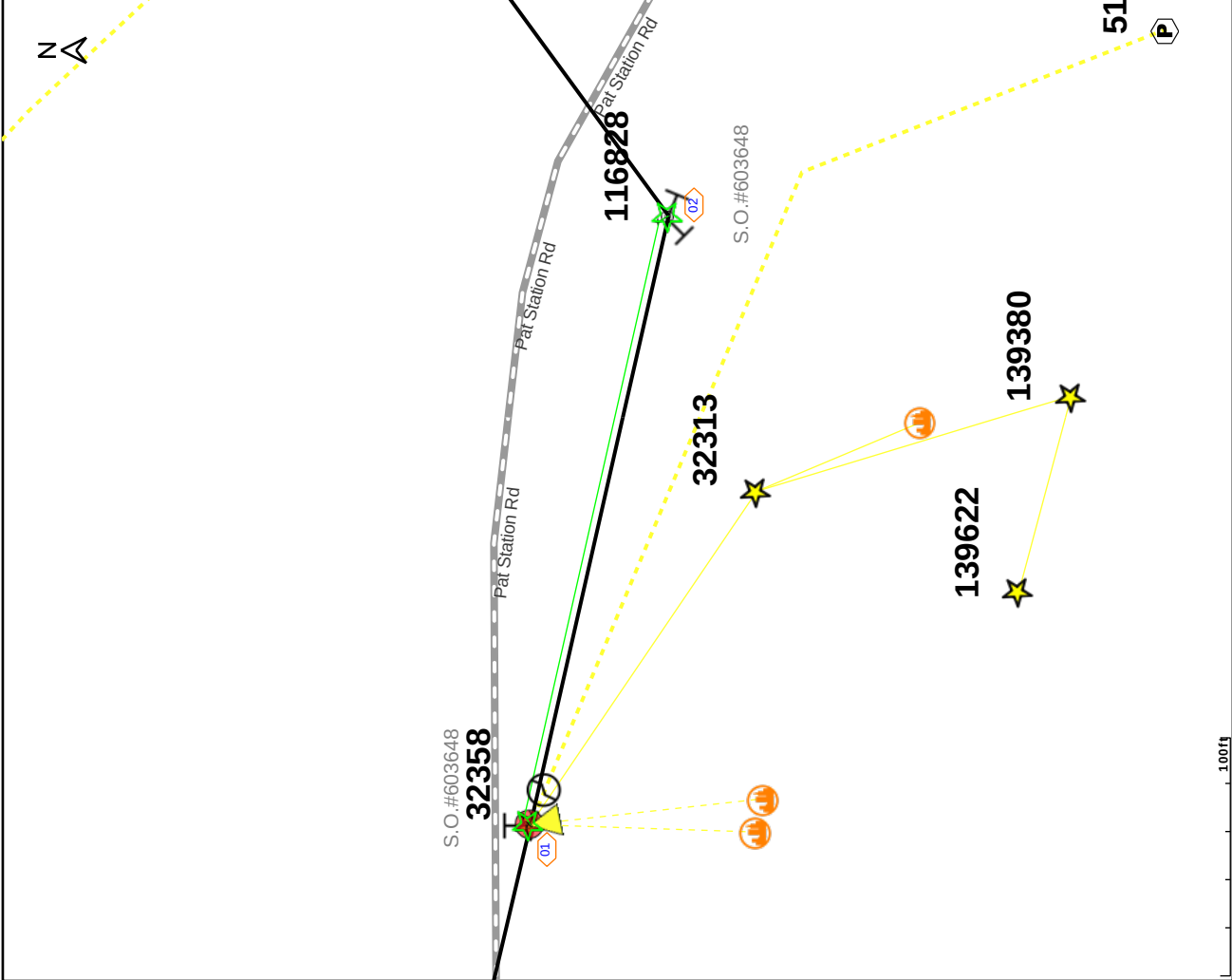
Move approval for the Mayor to execute the work order request from Four County in the estimated amount of \$4,118.54 with a monthly charge of \$48.05 for the installation of street lights along Old West Point Road and Pat Station areas with the final payment being based on final quantities and work.



811 #: NA
Expiration Date:
Construction GL#: 107.00
Retirement GL#: 107.10
Completed By:
Completed Date:

Physical Location: PAT STATION AND OLD
WP RD
Map Location #: 407-06-9700
Substation: LAKESIDE
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

Work Order No: 048049
Work Order Name: CITY OF STARKVILLE
WP-PS RD
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell Date: 10/28/2022
Drawn By: Bill Caldwell Date: 10/28/2022
Released By: Date:



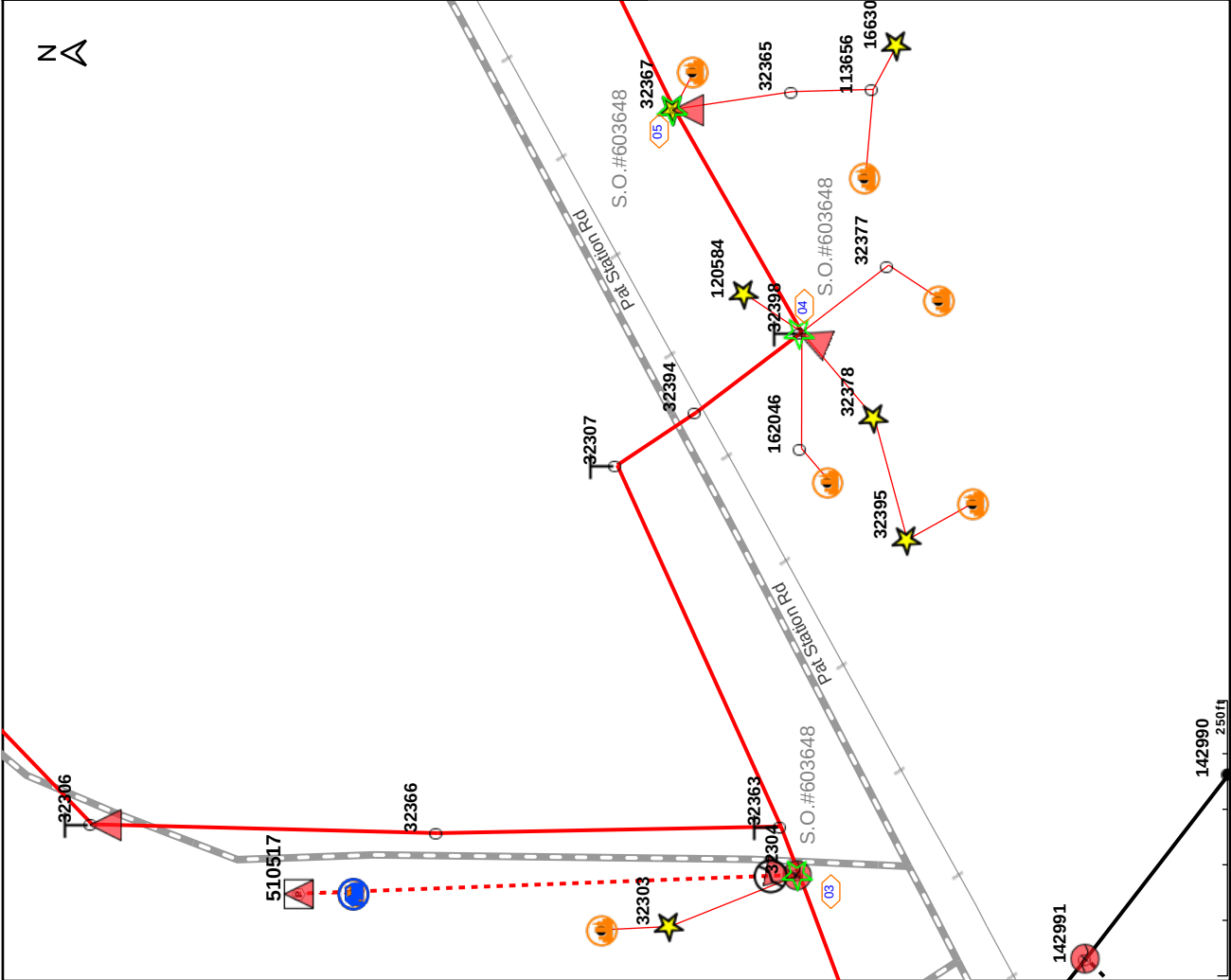
01 Backspan 0 Comments: EX (1) 45 EX (1) C1-1 EX (1) E1-2 EX (1) E3-10 EX (1) F1-3S EX (1) G2-25S EX (1) GS5 EX (1) K11 EX (1) M2-11 EX (1) M26-5-48 EX (1) PHMB-1 EX (4) SOB-12 EX (4) SOBS-2 EX (1) UM2 EX (2) UM5 N (1) M26-5-48S	02 Backspan 265 Comments: EX (1) 45 EX (2) C7-F8 EX (2) E1-2 EX (2) E1-2 EX (4) E3-10 EX (1) F1-4S EX (1) F1-4S EX (4) GS12 EX (1) M2-11 EX (1) M5-5 N (275) 6-2W N (1) K11 N (1) M26-5-48S		
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____		Code 219 740C NC 1600 Crew Notes:	Main GL#
Notes:			



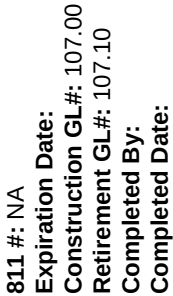
811 #: NA
Expiration Date:
Construction GL#: 107.00
Retirement GL#: 107.10
Completed By:
Completed Date:

Physical Location: PAT STATION AND OLD
WP RD
Map Location #: 407-06-9700
Substation: LAKESIDE
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

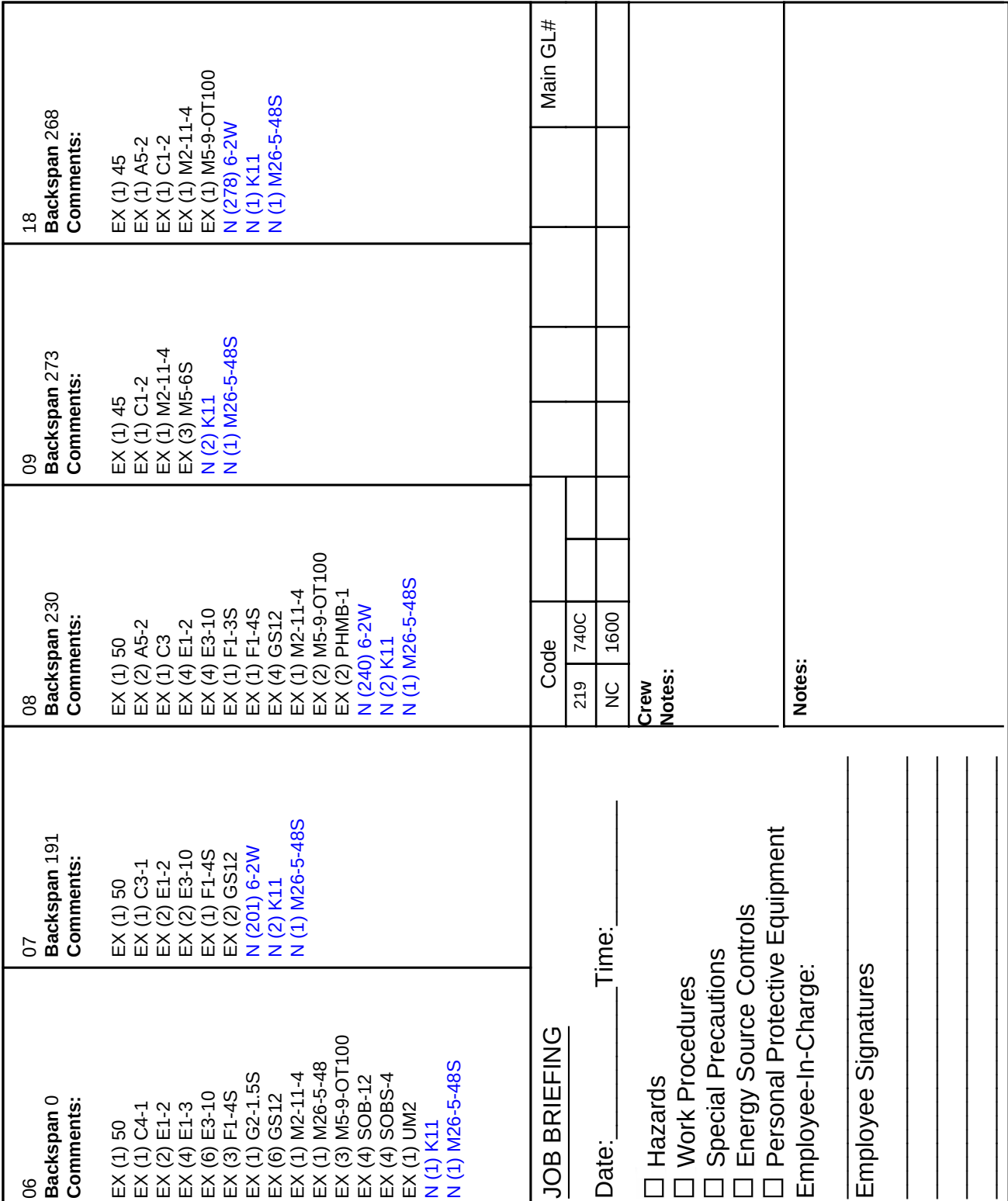
Work Order No: 048049
Work Order Name: CITY OF STARKVILLE
WP-PS RD
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell Date: 10/28/2022
Drawn By: Bill Caldwell Date: 10/28/2022
Released By: Date:



03 Backspan 0 Comments: EX (1) 40 EX (1) A1 EX (1) G1-15 EX (1) K11 EX (1) M2-1 EX (1) PHMB-1 EX (4) SOB-12 EX (4) SOBS-2 EX (1) UM2 N (1) M26-5-48S	04 Backspan 0 Comments: EX (1) 50 EX (1) A6 EX (2) E1-2 EX (2) F1-2S EX (1) G1-25 EX (1) K11 EX (1) K11 EX (1) M2-9 N (1) M26-5-48S	05 Backspan 0 Comments: EX (1) 35 EX (1) A1 EX (1) G2-25S EX (1) K11 EX (1) M2-9 EX (1) M26-5-48 N (1) M26-5-48S		
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____			Code 219 740C NC 1600 Crew Notes:	Main GL#
Notes:				



Work Order No: 048049
Work Order Name: CITY OF STARKVILLE
 WP-PS RD
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell **Date:** 10/28/2022
Drawn By: Bill Caldwell **Date:** 10/28/2022
Released By: **Date:**



LIGHTING



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

AGENDA ITEM NO:
AGENDA DATE: November 15, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from Schweitzer Engineering for a new SEL-3555 Real Time Automation Controller (RTAC) in the amount of \$13,811.29.

AMOUNT & SOURCE OF FUNDING: Utilities/ Street Lighting

FISCAL NOTE: 2023 Budget

AUTHORIZATION HISTORY

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

This is necessary to provide SCADA controls and communication for our electrical substations.
Please see attached quotes.

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Schweitzer Engineering for a new SEL-3555 Real Time Automation Controller (RTAC) in the amount of \$13,811.29.



**SCHWEITZER
ENGINEERING
LABORATORIES**



**POWER
CONNECTIONS, INC.**

Please address purchase orders to:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

Reference this quote number and send purchase orders to:

Business Email hope@powerconnections.com

Created Date 11/7/2022

Account Name City of Starkville

Sold To Contact Jason Horner

Sold To Contact 662-323-3133
Phone

Quote Number 00216876

Expiration Date 1/6/2023

Prepared By Hope Watkins

Sold To Sales Power Connections
Channel

Business Email hope@powerconnections.com

Line No.	Part Number	Description	Sales Price	Quantity	Total Price
1	3555#7WM8	3555#7WM8 SEL-3555 RTAC	USD 13,811.29	1.00	USD 13,811.29
Grand Total					USD 13,811.29

Lead Time

Inquire with your SEL Representative for specific lead times.

Lead time will be confirmed after the receipt of a complete purchase order and can be subject to change.

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.

Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.



Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.



November 07, 2022

Mr. Jason Horner, System Engineer
Starkville Utilities
P.O. Box 927
Starkville, MS 39759

Re: SEL-3555 RTAC – Hardware Only

Jason,

This letter is in response to your request for a proposal to provide a new SEL-3555 Real Time Automation Controller (RTAC) to replace an existing SEL-3530 at the Starkville Utilities Operations Center (hardware only).

The following equipment will be provided:

One (1) SEL-3555#7WM8, 3U Horizontal Rack Mount, Intel Xeon E3-1505M Quad Core 2.8 GHZ, with Dual RJ45 10/100/1000 Ethernet Ports, 64 GB DDR4 2133 MHZ ECC, One (1) SLC 32 GB Industrial Grade SSD, with Report Generator/Email Client and File IO for a price of: \$14,501.86, no sales tax include.

Best Regards,

William D. Gent
Vice President
309 University Drive
Starkville, MS 39759
662-324-5658



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

AGENDA ITEM NO:
AGENDA DATE: November 15, 2022
PAGE: 1

SUBJECT: Request authorization to accept the quote from ITS ConGlobal (the only vendor that had containers in stock for delivery) for 2 storage containers in the amount of \$7,100.00 plus delivery of \$1,750.00 for a total of \$8,850.00.

AMOUNT & SOURCE OF FUNDING: Utilities/ Street Lighting

FISCAL NOTE: 2023 Water and Sewer Budget

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

Utilities has been working to clean up surplus items and materials at the new construction and rehab facility on Sand Road. These storage containers will allow materials to be stored out of the weather as well as provide bookends for a future canopy under which the future pipe rack and pipe storage will be located.

Please see attached quote and letter from a supplier of their refusal to provide a quote.

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from ITS ConGlobal (the only vendor that had containers in stock for delivery) for 2 storage containers in the amount of \$7,100.00 plus delivery of \$1,750.00 for a total of \$8,850.00.

From: [Avery](#)
To: [Colby McClain](#)
Subject: Go Box Quote
Date: Thursday, October 27, 2022 1:42:31 PM
Attachments: [storage rental quote .docx](#)

Good afternoon,

Per our conversation, unfortunately, we do not have any 8'x40' containers for sell at this time. I do, however, have some available for rent. I have attached a quote for rental. Let me know if you have any questions!

Thank you,
Avery Phillips

CONTAINER QUOTE

COMPANY	Starkville Utilities	CONTACT	Colby McClain
ADDRESS	303 Sand Rd	PHONE	(662) 617-2880
	Starkville, MS 39759	EMAIL	cmccain@starkvilleutilities.com

QTY	SIZE TYPE	UNIT DESCRIPTION	UNIT PRICE	TOTAL
2	40'	Wind & Water Tight Container	\$3,550.00	\$7,100.00
** Due to current market conditions, both availability and pricing can change with little or no notice **			SUBTOTAL	\$7,100.00
DELIVERY				
QTY	SIZE TYPE	DELIVERY LOCATION	UNIT PRICE	TOTAL
2	40'	Starkville, MS Delivery	\$875.00	\$1,750.00
				\$0.00
DELIVERY TOTAL				\$1,750.00
MILES: _____ ETA: _____ DOORS: _____ DEL: _____				
			SUBTOTAL	\$8,850.00
ALL SALES ARE SUBJECT TO TAX UNLESS THE BUYER PROVIDES PROOF OF TAX EXEMPTION			EST TAX	\$619.50
			TOTAL	\$9,469.50

THANK YOU FOR THE OPPORTUNITY TO MEET YOUR CONTAINER NEEDS!

Jan Moore ♦ Regional Sales Manager
642 E Brooks Rd ♦ Memphis, TN 38116
Phone: (901) 334-3106 ♦ Email: janmoore@cini.com

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

AGENDA ITEM NO:
AGENDA DATE: November 15, 2022
PAGE: 1

SUBJECT: Request authorization for the Mayor to execute the work order request from Four County in the estimated amount of \$29,857.87 with a monthly charge of \$348.34 for the installation of the remaining street lights along Rockhill Road North of Hwy 82 areas with the final payment being based on final quantities and work.

AMOUNT & SOURCE OF FUNDING: Utilities/ Street Lighting

FISCAL NOTE: 2023 Street Lighting Budget

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

This installation includes the remaining section of Rockhill Road, North of Hwy 82 in previously annexed areas. See the attached map/ work order for more information.

SUGGESTED MOTION:

Move approval for the Mayor to execute the work order request from Four County in the estimated amount of \$29,857.87 with a monthly charge of \$348.34 for the installation of the remaining street lights along Rockhill Road North of Hwy 82 areas with the final payment being based on final quantities and work.



811 #:
Expiration Date:
Construction GL#: 107.50
Retirement GL#: 107.51
Completed By:
Completed Date:

Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell Date: 03/21/2022
Drawn By: Bill Caldwell Date: 03/21/2022
Released By: Date:

Map labels: 67914, 67916, 67920, 67918, 67919, 146997, 146208, 67647, Rockhill Rd, Geechie Rd, S.O.#574354, 01, 02, 07, 100ft

01
Backspan 0
Comments:
EX (0) 2ACSR
EX (0) 2ACSR
EX (1) 40
EX (1) A5
EX (1) E1-2
EX (1) E3-10
EX (1) F1-2S
EX (1) G2-25S
EX (1) GS12
EX (2) K11
EX (1) M2-11
N (1) K11

02
Backspan 98
Comments:
N (1) 40-SL
N (108) 6-2W
N (1) K11
N (1) M26-5-247S LED

07
Backspan 292
Comments:
N (1) 40-SL
N (302) 6-2W
N (1) E1-2
N (1) E3-10
N (1) F1-3S
N (1) K11
N (1) M26-5-247S LED

JOB BRIEFING
Date: Time:
☐ Hazards
☐ Work Procedures
☐ Special Precautions
☐ Energy Source Controls
☐ Personal Protective Equipment
Employee-In-Charge:
Employee Signatures

Code
219 740C
NC 1600
Crew
Notes:

Main GL#

Notes:



811 #:
Expiration Date:
Construction GL#: 107.50
Retirement GL#: 107.51
Completed By:
Completed Date:

Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell Date: 03/21/2022
Drawn By: Bill Caldwell Date: 03/21/2022
Released By: Date:

113154
S.O.#598664
Rockhill Rd
Rockhill Rd
S.O.#574354
146112
67656
143542
146989
67944
167363
S.O.#574354
TOP PRI POLE IF NEEDED, IT WILL BECOME A SECONDARY POLE

03
Backspan 0
Comments:
EX (1) 45
EX (2) A5-2
EX (1) C1-2
EX (2) E1-2
EX (2) E3-10
EX (1) G2-1.5S
EX (2) GS12
EX (1) K11
EX (1) M2-11-4
EX (3) M5-1
EX (2) M5-9-OT100

04
Backspan 118
Comments:
EX (118) 2ACSR
EX (118) 2ACSR
N (1) 45
N (1) A1
N (1) G2-15S
N (2) K11
N (1) M2-11
N (1) M26-5-247S LED

05
Backspan 94
Comments:
EX (1) 45
EX (1) K11
EX (1) M2-11
N (104) 1/03W
N (1) K11
R (1) A1-1
R (1) G1-15

08
Backspan 222
Comments:
N (1) 40-SL
N (232) 6-2W
N (2) K11
N (1) M26-5-247S LED

09
Backspan 0
Comments:
EX (1) 35-SL
EX (2) K11
R (1) M26-5-250S

Code

219

740C

NC

1600

Crew

Notes:

Notes:

JOB BRIEFING

Date: _____ Time: _____

☐ Hazards

☐ Work Procedures

☐ Special Precautions

☐ Energy Source Controls

☐ Personal Protective Equipment

Employee-In-Charge: _____

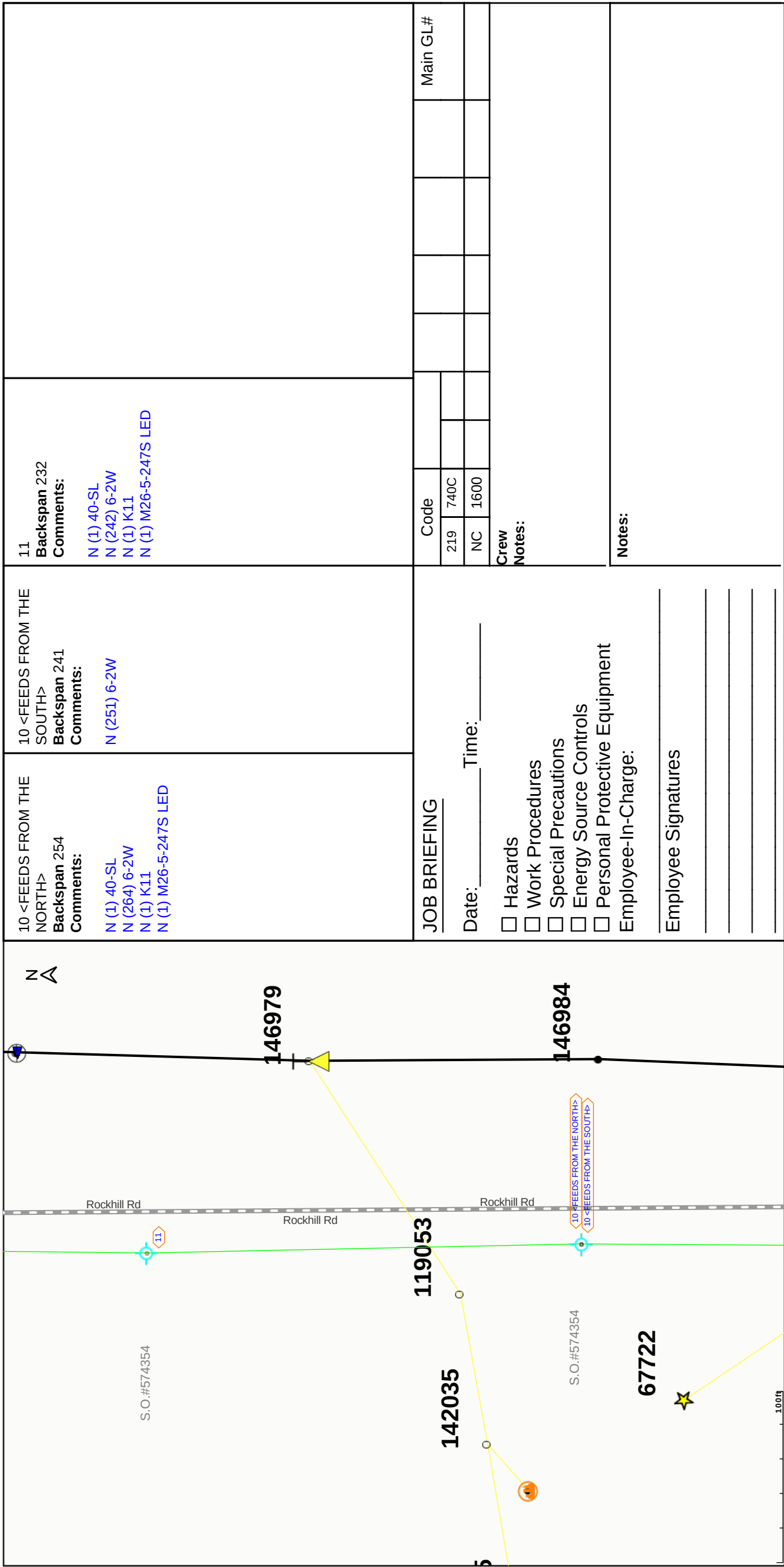
Employee Signatures _____

Main GL#



Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell **Date:** 03/21/2022
Drawn By: Bill Caldwell **Date:** 03/21/2022
Released By: **Date:**

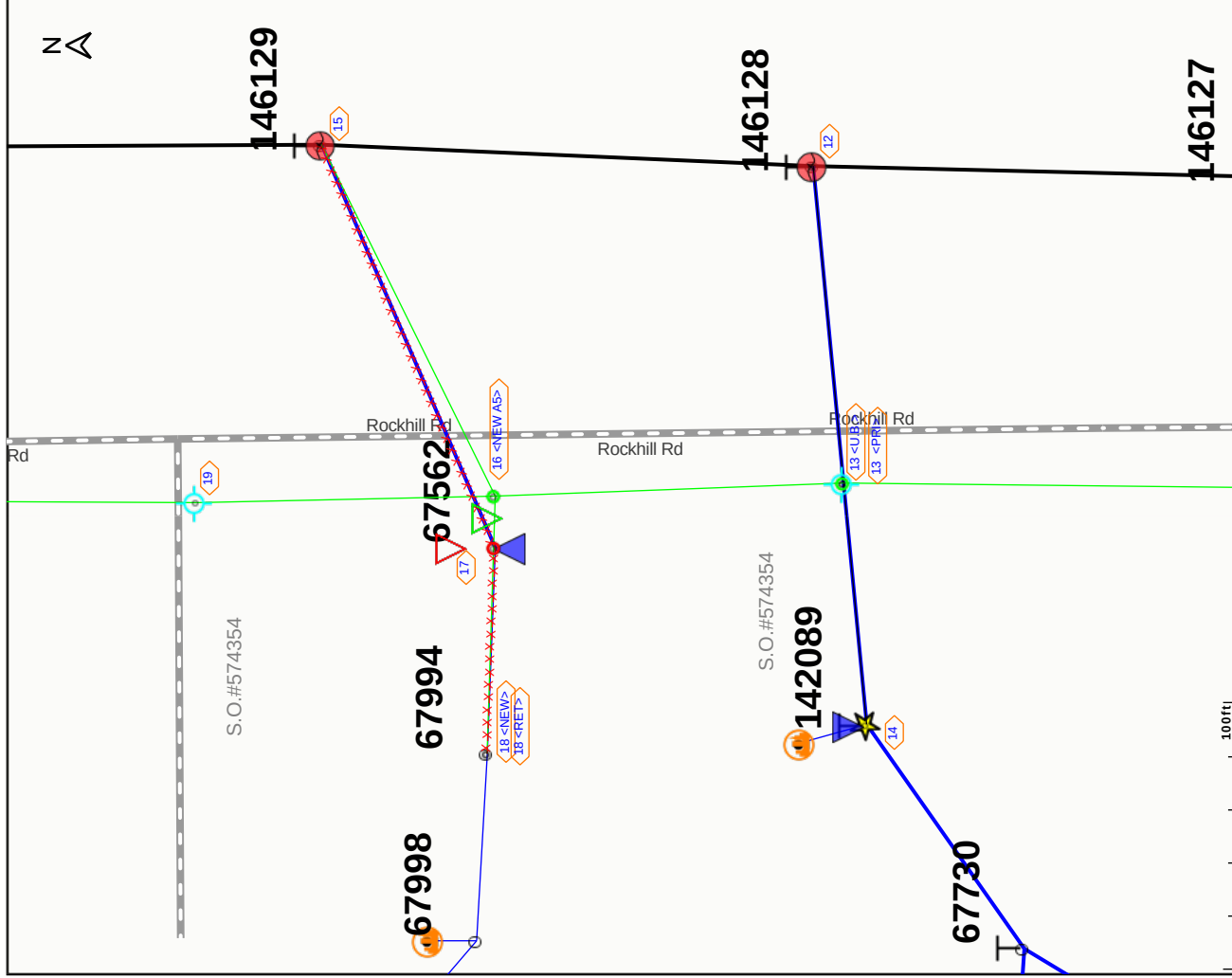




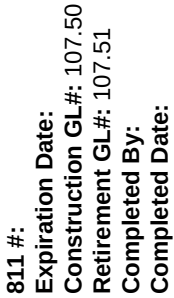
811 #:
Expiration Date:
Construction GL#: 107.50
Retirement GL#: 107.51
Completed By:
Completed Date:

Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

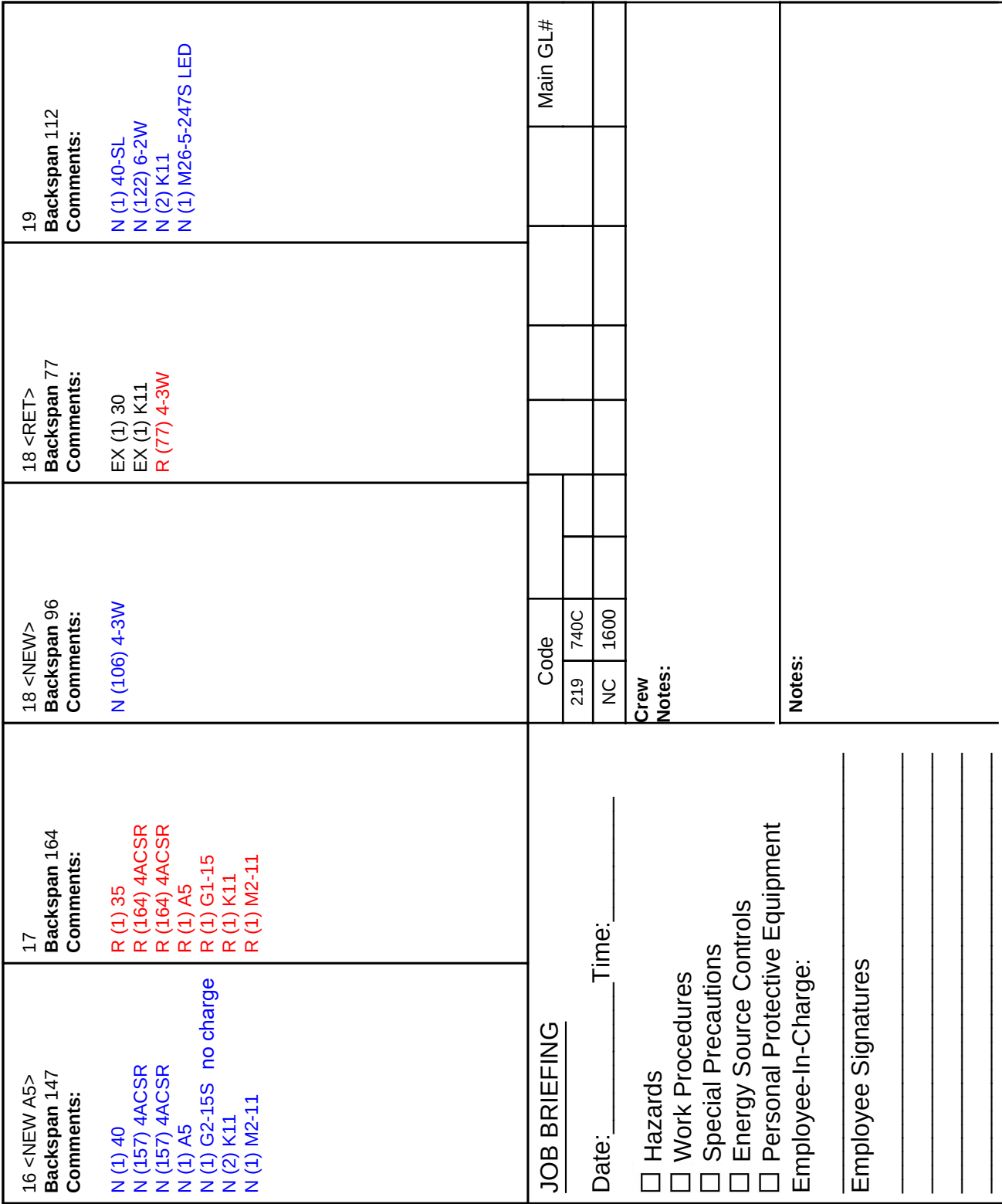
Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
 ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell **Date:** 03/21/2022
Drawn By: Bill Caldwell **Date:** 03/21/2022
Released By: **Date:**



12 Backspan 0 Comments: EX (1) 40 EX (1) A5-2 EX (1) C1-2 EX (1) E1-2 EX (1) E3-10 EX (1) F1-2S EX (1) GS12 EX (1) M2-11-4 EX (1) M5-1 EX (1) M5-9-OT100	13 <PRI> Backspan 119 Comments: EX (119) 2ACSR EX (119) 2ACSR N (1) 45 N (1) A1 N (2) K11 N (1) M26-5-247S LED	13 <U.B.> Backspan 130 Comments: N (140) 6-2W	14 Backspan 91 Comments: EX (91) 2ACSR EX (91) 2ACSR EX (1) 40 EX (1) A6 EX (1) E1-2 EX (1) E3-10 EX (1) F1-2S EX (1) G2-15S EX (1) GS12 EX (1) K11 EX (1) M2-11 EX (1) M26-5-48	15 Backspan 0 Comments: EX (1) 40 EX (1) A5-2 EX (1) C1-2 EX (1) E1-2 EX (1) E3-10 EX (1) F1-2S EX (1) GS12 EX (1) M2-11-4 EX (1) M5-1 EX (1) M5-9-OT100
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____ _____		Code 219740C NC1600 Crew Notes:		Main GL#
Notes:				



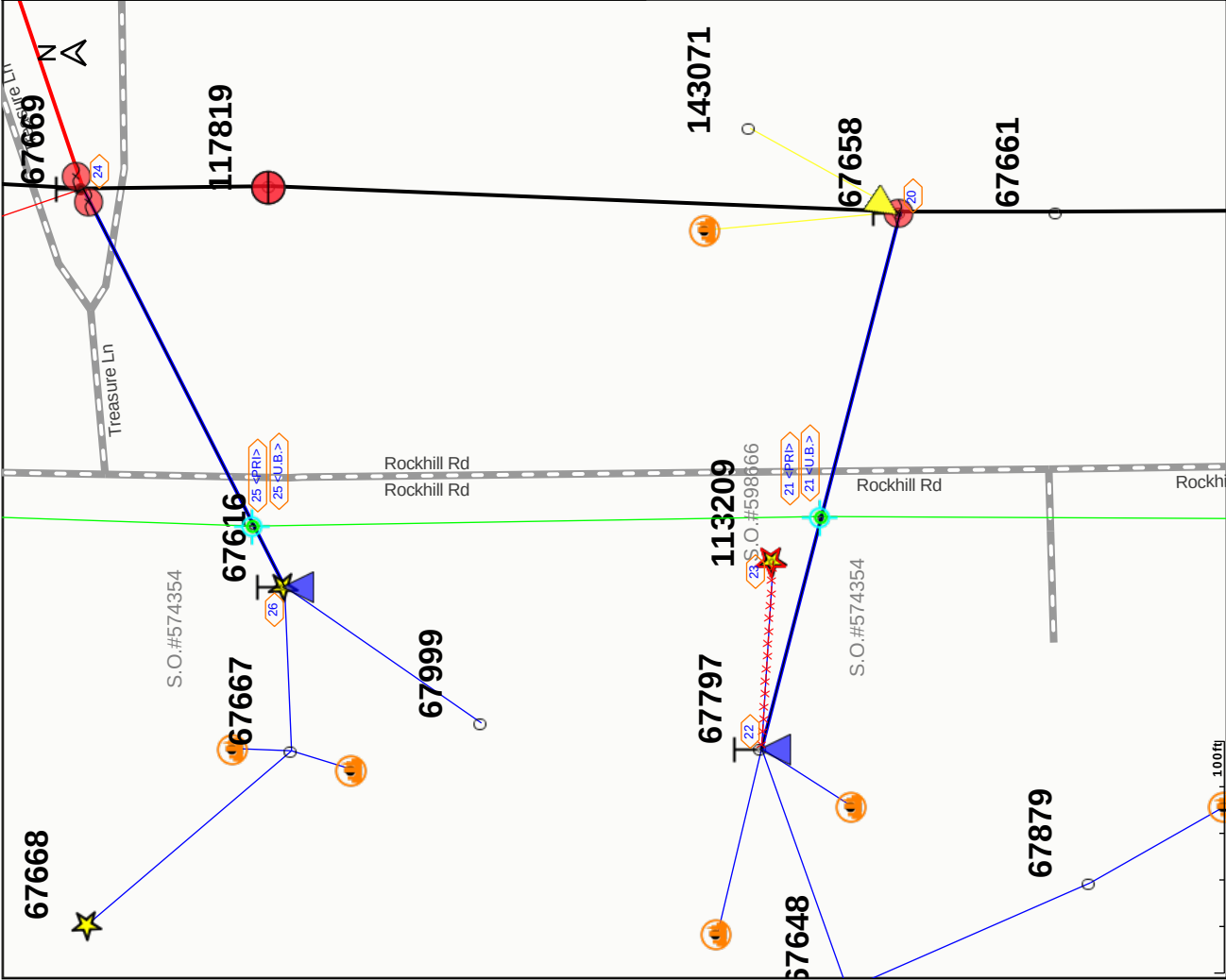
Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
 ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell **Date:** 03/21/2022
Drawn By: Bill Caldwell **Date:** 03/21/2022
Released By: **Date:**



811 #: _____
Expiration Date: _____
Construction GL#: 107.50
Retirement GL#: 107.51
Completed By: _____
Completed Date: _____

Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell Date: 03/21/2022
Drawn By: Bill Caldwell Date: 03/21/2022
Released By: Date: _____



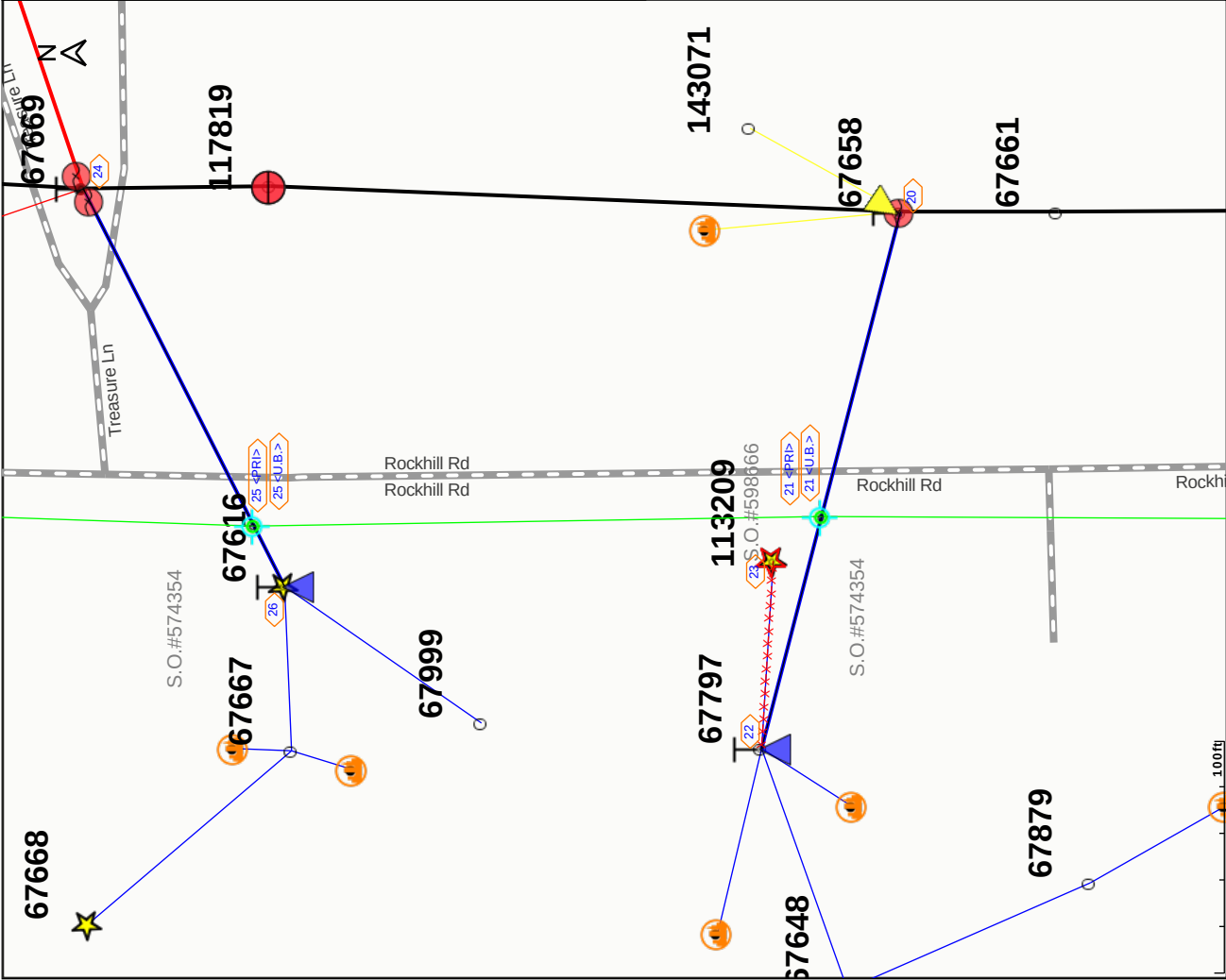
20 Backspan 0 Comments: EX (1) 45 EX (1) A5-2 EX (1) C1-2 EX (1) E1-2 EX (1) E3-10 EX (1) F1-2S EX (1) GS12 EX (1) K11 EX (1) M2-11-4 EX (2) M5-1 EX (1) M5-10K	21 <PRI> Backspan 136 Comments: EX (136) 2ACSR EX (136) 2ACSR N (1) 45 N (1) A1 N (2) K11 N (1) M26-5-247S LED	21 <U.B.> Backspan 250 Comments: N (260) 6-2W	22 Backspan 104 Comments: EX (104) 2ACSR EX (104) 2ACSR EX (1) 40 EX (1) A5 EX (1) E1-2 EX (1) E3-10 EX (1) F1-2S EX (1) G1-25 EX (1) K11 EX (1) M2-11	23 Backspan 81 Comments: R (1) 35-SL R (81) 6-2W R (1) K11 R (1) M26-5-250S
JOB BRIEFING				
Date: _____ Time: _____				
☐ Hazards				
☐ Work Procedures				
☐ Special Precautions				
☐ Energy Source Controls				
☐ Personal Protective Equipment				
Employee-In-Charge: _____				
Employee Signatures _____				

Crew Notes:				
Notes:				

811 #: _____
Expiration Date: _____
Construction GL#: 107.50
Retirement GL#: 107.51
Completed By: _____
Completed Date: _____

Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell Date: 03/21/2022
Drawn By: Bill Caldwell Date: 03/21/2022
Released By: Date:



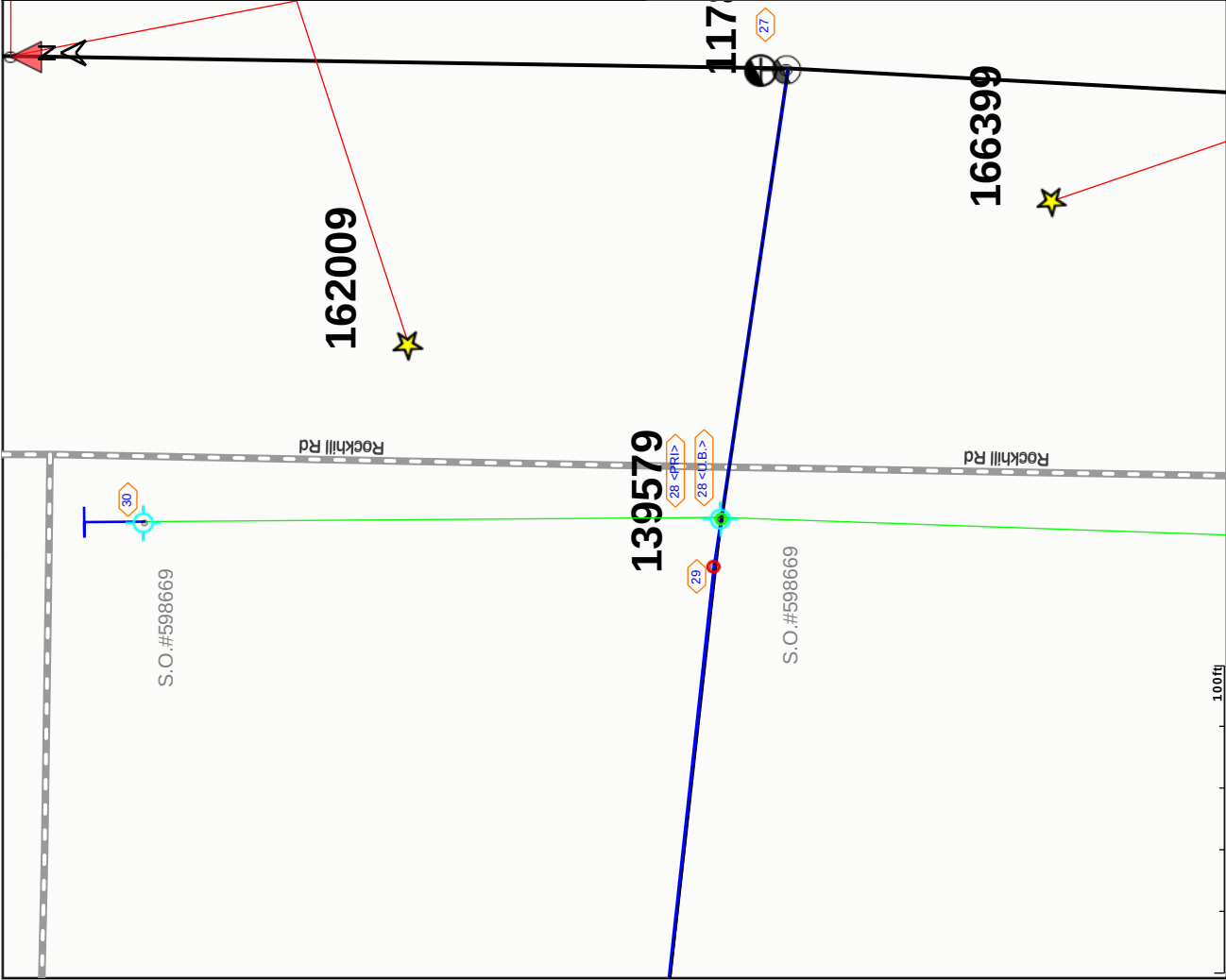
24 Backspan 0 Comments: EX (1) 40 EX (2) A5-2 EX (1) C1-2 EX (2) E1-2 EX (2) E3-10 EX (2) F1-2S EX (2) GS12 EX (1) K11 EX (1) M2-11-4 EX (5) M5-1 EX (3) M5-6 EX (2) M5-9-OT100	25 <PRI> Backspan 163 Comments: EX (163) 2ACSR EX (163) 2ACSR N (1) 45 N (1) A6 N (2) K11 N (1) M26-5-247S LED	26 Backspan 29 Comments: EX (29) 2ACSR EX (29) 2ACSR EX (29) 2ACSR EX (29) 2ACSR EX (29) 2ACSR EX (29) 2ACSR EX (1) 40 EX (1) A5 EX (1) E1-2 EX (1) F1-3S EX (2) K11 EX (1) M26-5-100			
JOB BRIEFING			Code		Main GL#
Date: _____ Time: _____			219	740C	
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____			NC	1600	
Crew					
Notes:					
Notes:					



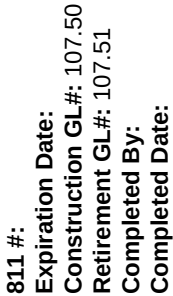
811 #: _____
Expiration Date: _____
Construction GL#: 107.50
Retirement GL#: 107.51
Completed By: _____
Completed Date: _____

Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

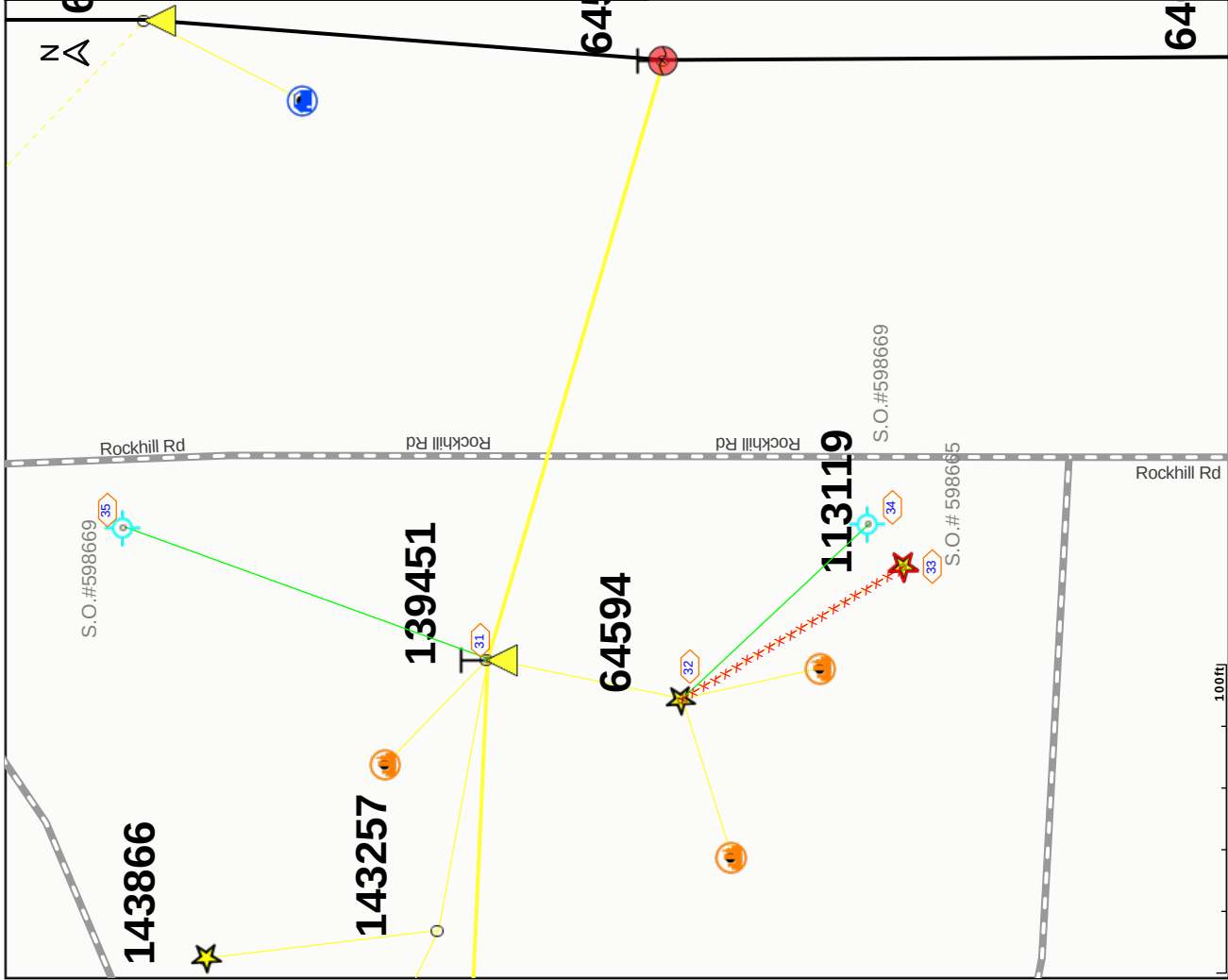
Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell Date: 03/21/2022
Drawn By: Bill Caldwell Date: 03/21/2022
Released By: Date:



27 Backspan 0 Comments: EX (1) 40 EX (1) A5-2 EX (1) E1-2 EX (1) E3-10 EX (1) F1-2S EX (1) GS12 EX (1) M2-11-4 EX (1) M3-10-35H EX (1) M5-1 EX (1) M5-9-OT100A	28 <PRI> Backspan 148 Comments: EX (148) 6HD EX (148) 6HD N (1) 40 N (1) A1 N (2) K11 N (1) M26-5-247S LED	28 <U.B.> Backspan 279 Comments: N (289) 6-2W	29 Backspan 0 Comments: EX (0) 6HD EX (0) 6HD R (1) 40 R (1) A1	30 Backspan 188 Comments: N (1) 40-SL N (198) 6-2W N (1) E1-2 N (1) E3-10 N (1) F1-3S N (1) K11 N (1) M26-5-247S LED
JOB BRIEFING		Code	Main GL#	
Date: _____ Time: _____		219 740C		
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____		NC 1600		
		Crew		
		Notes:		
		Notes:		



Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
 ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell **Date:** 03/21/2022
Drawn By: Bill Caldwell **Date:** 03/21/2022
Released By: **Date:**





811 #:
Expiration Date:
Construction GL#: 107.50
Retirement GL#: 107.51
Completed By:
Completed Date:

Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell **Date:** 03/21/2022
Drawn By: Bill Caldwell **Date:** 03/21/2022
Released By: **Date:**

[illegible]



WORK ORDER ESTIMATE

PRICES SUBJECT TO CHANGE

WORK ORDER NUMBER: 46417
STAKED / DRAWN BY: BC
QUOTE PREPARED BY: BC
4-COUNTY TO OWN FACILITIES: Y

APPLICANT'S NAME:

CITY OF STARKVILLE

TAX ID NUMBER:

MAILING ADDRESS:

110 WEST MAIN STREET STARKVILLE MS 39759

LOCATION

COUNTY:

OKTIBBEHA

STATE HWY/COUNTY RD:

ROCKHILL ROAD

TAKE OFF POLE NUMBER:

DESCRIPTION OF WORK TO BE DONE

ACCOUNT NUMBER 212849-001

ADD 247LED STREET LIGHTS NORTH OF

HWY 82 ON ROCKHILL ROAD

UNITS TO BE RETIRED

UNIT	QUANTITY	LABOR	MATERIAL
------	----------	-------	----------

35-sl

2

6-2w

165

M26-5-247S

15

281.81

UNITS TO BE INSTALLED

UNIT	QUANTITY	LABOR	MATERIAL
------	----------	-------	----------

40

2

40-SL

10

45

4

6-2W

2987

A1

4

A5

1

A6

1

E1-2

2

E3-10

2

F1-3S

2

K11

27

M26-5-247S

15

8908.10

12467.71

1817.25

TOTAL

281.81

0.00

TOTAL

8908.10

14284.96

Agreement: This quote itemizes the estimated costs required to complete the work order. The lights and lighting infrastructure will be owned and maintained by the Association. After the work order has been completed, the Applicant may pay the actual cost of the work order. Applicant may choose to pay an amortized amount of the actual cost of the work order as shown. Future maintenance and modifications will be amortized at 14% annually, payable monthly. By signature below and after payment of the amount due, the Applicant authorizes the Association to complete the work order.

APPLICANT

DATE

STAKING TECHNICIAN SUPERVISOR

DATE

OR MANAGER OF MAINTENANCE

AND SERVICE

LABOR AND MATERIAL SUBTOTAL

23193.06

STORES EXPENSE

LABOR AND MATERIAL TOTAL

23193.06

TRANSFORMER COST

818.00

RIGHT-OF-WAY CLEARING

RETIREMENT LABOR

281.81

12' ARMS (\$371 X 15)

5565.00

LESS SALVAGE VALUE (IF ANY)

0.00

SUBTOTAL

29857.87

SALES TAX

TOTAL COST OF WORK ORDER

\$29,857.87

MONTHLY CHARGE

\$348.34

STREET LIGHTING COST WORK SHEET



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

AGENDA ITEM NO:
AGENDA DATE: November 15, 2022
PAGE: 1

SUBJECT: Accept emergency authorization from Arkansas Electric for transformers in the amount of \$48,626.00.

AMOUNT & SOURCE OF FUNDING: 2023 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 a 10- 50kVA PMT, 1 100kVA PMT, 5 25kVA Overhead and 5 25kVA Overhead and 5 75kVA Overhead transformers.

Attached is a copy of the Presidential declaration approved by the Board of Aldermen.

SUGGESTED MOTION:

Move approval to accept emergency authorization from Arkansas Electric to purchase transformers in the amount of \$48,626.00



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]



Purchase Requisition Form



Requestor

Jason Horner

Date

10/27/22

Job #

N/A

Vendor

Arkansas Electric

Vendor Contact (Name)

Wayne Garner

Phone#/Email

wayne.garner@aeci.com

CHECK ALL APPLICABLE BOXES

☒ Electric Division

☐ Water Division

☐ 600 - Water Distribution

☐ 700 - Wastewater Treatment

☐ 800 - Water Treatment

☐ 900 - Sewer Collection/Rehab

☐ Material/Supplies

☐ Tools

☐ Service(s)

☐ Equipment Purchase

☐ Equipment Rental

☐ Source of Supply

☐ Capital Project

☐ Quotes Attached

Brief Description

Transformer for Stock

#	Vendor # / Inventory #	Material Description	Qty	UOM	\$ Per	\$ Totals
1	110 / 99368838	50kV A PMT	10	EA	\$2,431.000	\$24,310.00
2	110 / 99368843	100kV A PMT	1	EA	\$3,436.000	\$3,436.00
3	110 / 99368835	25kV A Overhead	5	EA	\$1,288.000	\$6,440.00
4	110/ 99368841	75kV A Overhead	5	EA	\$2,888.000	\$14,440.00
5				--		\$0.00
6				--		\$0.00
7				--		\$0.00
8				--		\$0.00
TOTAL:						\$48,626.00

Approvals

Print

Sign

Date

Print

Sign

Date

PO#

10780

INVOICE

Arkansas Electric Cooperatives, Inc.

Utility Sales & Services Division
P.O. Box 190257
Little Rock, Arkansas 72219-0257
(501) 570-2323

PAGE 1

SOLD TO: STARKVILLE CITY UTILITIES
PO BOX 927
200 N.LAFAYETTE ST
STARKVILLE MS 39760-0927

SHIP TO: STARKVILLE CITY UTILITIES
605 HWY 182 EAST
STARKVILLE MS 39759

ORDER #
11239A1
01
10/28/22

CUST.NO.	INVOICE DATE	INVOICE NO.				PURCHASE ORDER NO.	
79230	10/28/22	03048943				10780	
1	DESCRIPTION		QTY ORD	QTY B/O	QTY SHIP	UNIT PRICE	EXTENDED AMT.
50 KVA 7200 240/120 NT PAD			10	0	10	2431.0000EA	24,310.00
ED507212NTPAD							
S/N	92212905793	92212905803	92212905808	92212905812			
	92212905814	92212905823	92212905827	92212905830			
	92212905838	92212905840					
100 KVA 7200 240/120 NT LF			1	0	1	3436.0000EA	3,436.00
ED1007212NTPADAV							
S/N	72212811837						
100 KVA 7200 240/120 NT LF			1	1	0	5393.0000EA	
ED1007212NTPAD							
25 KVA 7200 120/240 NT 2B			5	0	5	1288.0000EA	6,440.00
ED257212NT2B							
S/N	82212847071	82212847076	82212847088	82212847090			
	82212847094						
75 KVA 7200 120/240 NT 2B			5	0	5	2888.0000EA	14,440.00
ED757212NT2B							
S/N	32212665018	32212665022	32212665023	32212665024			
	32212665026						
15 KVA 7200 120/240 NT 2B			5	5	0	1102.0000EA	
ED157212NT2B							
Shipped:10/25/22 Via: AECI							
FOR PROPER CREDIT PLEASE RETURN ONE		NET AMOUNT	LOCAL+CNTY TAX	STATE TAX	SHIPPING	INVOICE AMOUNT	
		48626.00	.00	.00	.00	48,626.00	

FOR PROPER CREDIT
PLEASE RETURN ONE
COPY OF INVOICE
WITH PAYMENT

03048943

File Copy