



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
December 6, 2022**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, DECEMBER 6, 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 NOVEMBER 1, 2022 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 15, 2022 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 22, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

TVA GREEN INVEST – JOSH WOOTEN

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 514 WEST MAIN STREET WITH PARCEL NUMBER 118O-00-233.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 104 WINDSOR RD WITH PARCEL NUMBER 118H-00-113.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 107 EAST GILLESPIE STREET WITH PARCEL NUMBER 102A-00-087.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPOINTING CODY BURNETT TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY FOR THE TERM ENDING DECEMBER 31, 2027.

B. CONSIDERATION OF AUTHORIZING TWO APPRAISALS OF THE PROPERTY THAT IS THE RIGHT OF WAY OF ADKERSON WAY FOR USE AS OUTDOOR PATIO SEATING FOR ADJACENT RESTAURANTS.

C. REQUEST AUTHORIZATION TO REJECT ALL BIDS FOR THE CONSTRUCTION OF MAIN STREET WATER AND SEWER REPLACEMENT AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVAL OF THE 2023 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND IF THE GOVERNOR OF THE STATE OF MISSISSIPPI DESIGNATES ADDITIONAL DAYS AS PAID HOLIDAYS BY PROCLAMATION, THE MAYOR MAY DESIGNATE SUCH ADDITIONAL DAYS AS PAID HOLIDAYS FOR ELIGIBLE EMPLOYEES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF AN ENCROACHMENT AGREEMENT TO ALLOW THE PLACEMENT OF A BALCONY WITHIN THE RIGHT-OF-WAY AT 109 EAST MAIN STREET.

2. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AN ENGINEERING SERVICES AGREEMENT WITH ATWELL & GENT, P.A. AT A COST OF \$9,200 FOR THE DESIGN, PLANNING AND EXECUTION OF ATHLETIC FIELD LIGHTING AND ASSOCIATED POWER SYSTEMS FOR THE J.L.KING FOOTBALL FIELD.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 28, 2022 FOR FISCAL YEAR ENDING 9/30/23, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR LT. TAURUS YOUNG AND SGT. TYLER DAVIS TO TRAVEL TO PENSACOLA, FL TO ATTEND THE 2023 FIRE CONFERENCE ON JANUARY 30 – FEBRUARY 3, 2023 AT A COST NOT TO EXCEED \$2,000.00 WITH ADVANCE HOTEL AND REGISTRATION.
2. REQUEST PERMISSION TO APPLY FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM. AWARDED BY U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN THE AMOUNT OF \$13,500, TO BE REIMBURSED WITH AN 80/20 MATCH FOR HANDHELD RADIOS, FACEMASKS, AND GAS DETECTORS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JOHN BAKER AS A PART -TIME CUSTODIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JOSH KITCHENS AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE MORIAL BONNER AS A FULL TIME MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO PURCHASE SPLIT RAIL FENCING IN THE AMOUNT OF \$26,606.72 FROM LOWES HOME CENTER, THE LOWER OF TWO QUOTES.
2. CONSIDERATION TO PURCHASE TWO DEDICATION WALL PLAQUES FOR CORNERSTONE PARK IN THE AMOUNT OF \$6,530.00 FROM GENTRY SIGNS, THE LOWER OF TWO QUOTES.
3. CONSIDERATION TO PURCHASE 39 BIN BLOCKS FOR CORNERSTONE IN THE AMOUNT OF \$9,645 FROM CONCRETE BLOCK SUPPLY, THE HIGHER OF TWO QUOTES, BUT WHICH INCLUDES OFFLOADING OF THE BLOCKS.
4. CONSIDERATION TO DECLARE A STEEL SLIDE, MOUND GRADER, AERATOR, PITCHING MOUNDS, AND AN AIR COMPRESSOR SURPLUS AND SELL ON GOVDEALS.COM.
5. CONSIDERATION OF THE TRANSFER OF THREE (3) X-MART MOWERS TO THE SANITATION DEPARTMENT SERIAL NUMBERS 313610061, 313610062 & 400093173.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL FOR SURE RESTORE, LLC, TO REMOVE, CLEAN AND REPAIR MOLD AFFECTED AREAS THROUGHOUT THE POLICE DEPARTMENT AT A COST OF \$8,371.22, THE LOWER OF THREE QUOTES.
- b. REQUEST APPROVAL TO APPLY FOR THE 100% REIMBURSABLE FY24 402 POLICE TRAFFIC SERVICES GRANT FOR THE CONTINUATION PROJECT OF POLICE TRAFFIC SERVICES (SEATBELT, SPEEDING, AND CHILD RESTRAINT) ENFORCEMENT FOR APPROXIMATELY 680 HOURS IN OVERTIME ENFORCEMENT.
- c. REQUESTS PERMISSION TO APPLY THE 100% REIMBURSABLE FY24 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION PROJECT OF DUI ENFORCEMENT TO BE USED TO FUND 2 DUI OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT.

d. REQUEST APPROVAL TO PURCHASE A NEW 2022 FORD F150 SUPER CREW CAB V8 ENGINE TRUCK @ \$47,935.00 FROM MAC HAIK CDJR IN JACKSON, MS AS A REPLACEMENT VEHICLE.

e. REQUEST APPROVAL FOR TRI-STARR MUFFLER AND BRAKE TO REPLACE TRANSMISSION IN A 2017 FORD EXPLORER VIN#7165 AT THE LOWEST ESTIMATE OF \$5,288.00.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO DECLARE THIRTY DUMPSTERS AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER ON GOVDEALS OR SELL DIRECTLY TO THE SCRAP DEALER.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF THE TRANSFER OF A TAMP PLATE VALUED AT \$4,998.00 FROM THE WATER DEPARTMENT INVENTORY TO THE STREET DEPT TO BE USED IN REPAIRS CAUSED BY WATER REPAIRS.

2. REQUEST CONSIDERATION OF UPDATING THE WATER AND SEWER RATES FOR STARKVILLE UTILITIES EFFECTIVE JANUARY 1, 2023.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ) FOR AN ENGINEERING FIRM TO PROVIDE SERVICES FOR THE WASTEWATER TREATMENT PLANT COMPREHENSIVE EVALUATION.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ) FOR AN ENGINEERING FIRM TO PROVIDE SERVICES FOR THE WATER SYSTEM AND TREATMENT COMPREHENSIVE EVALUATION.

5. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUESTS FOR QUALIFICATIONS (RFQ) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE HENDERSON ROAD/ SAND ROAD SEWER PROJECT.

6. REQUEST AUTHORIZATION TO DECLARE THE UTILITIES DEPARTMENT COPY MACHINE (SN JPCCD300LR) AS SURPLUS AND LIST ON GOVDEALS IF NOT TRANSFERRED TO ANOTHER DEPARTMENT.

7. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM TRANSARMOUR TO REBUILD FIVE TRANSFORMERS IN THE AMOUNT OF \$13,750.00.

8. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19, FROM TRANSARMOUR TO REBUILD ONE TRANSFORMER IN THE AMOUNT OF \$10,700.

9. REQUEST AUTHORIZATION TO APPROVE TRAUNCHE AMENDMENT #2 AS A SUPPLEMENT TO THE GREEN INVEST AGREEMENT, CONTRACT NO. TV-48326A WITH TVA.

10. REQUEST EMERGENCY AUTHORIZATION TO APPROVE COST FOR A SEWER REPAIR ON COLE STREET FROM MICHAEL BOX CONSTRUCTION IN THE AMOUNT OF \$5,598.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL DECEMBER 20, 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: 12-6-22
PAGE: 1 of 134

SUBJECT: Request approval of the minutes of the November 1, 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 November 1, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 1, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 1, 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 Fire Dept Item 2 (Grant Application) 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 Brooks, to approve the November 1, 2022 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, NOVEMBER 1, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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

**CONSIDERATION OF THE MINUTES OF THE OCTOBER 4, 2022 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE OCTOBER 14, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

STUDENTS FOR A SUSTAINABLE CAMPUS – EMMA VAN EPPS

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

VIII. PUBLIC HEARINGS

1. PUBLIC HEARING AND CONSIDERATION OF VA 22-13: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS LOCATED AT 216 INDUSTRIAL PARK ROAD IN AN I ZONING DISTRICT.
2. PUBLIC HEARING AND CONSIDERATION OF VA 22-14: A REQUEST FOR A VARIANCE TO DEVIATE FROM SETBACK REQUIREMENTS FOR AN ACCESSORY STRUCTURE LOCATED AT 230 BANCROFT AVENUE IN TN-N ZONING DISTRICT.

IX. MAYOR’S BUSINESS

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

X. BOARD BUSINESS

1. CONSIDERATION OF CURBSIDE RECYLING.
2. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT

BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000.00, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

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

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

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

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 25, 2022 FOR FISCAL YEAR ENDING 9/30/23, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW PRESTON NEWMAN AND RYAN CLASSEN TO TRAVEL TO SAVANNAH, TN FOR THE 14TH ANNUAL TN RIVER TRAINING WEEKEND, NOVEMBER 4 – 6, 2022. AT AN APPROXIMATE COST OF \$1,100.00 (TRAVEL, MEALS, REGISTRATION AND HOTEL).
2. REQUEST PERMISSION TO APPLY FOR A GRANT RECENTLY OFFERED BY THE MS BUREAU OF EMERGENCY MANAGEMENT SERVICES FOR THE PURCHASE OF AEDS, MEDICAL SUPPLIES OR OTHER ALLOWABLE MEDICAL EQUIPMENT IN THE AMOUNT OF \$14,855.00 WITH A CITY MATCH OF \$3,698.55.

G. HUMAN RESOURCES

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

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

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

J. POLICE DEPARTMENT

1. POLICE

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

- c. REQUEST PERMISSION TO ACCEPT THE ENTERPRISE SERVICE AGREEMENT FOR VIGILANT SOLUTIONS, AUTOMATED LICENSE PLATE READER FOR THE HOT SPOT GRANT PURCHASE OF A VEHICLE AUTOMATED LICENSE PLATE READER PREVIOUSLY APPROVED BY THE BOARD.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 514 WEST MAIN STREET WITH PARCEL NUMBER 118O-00-233.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 104 WINDSOR RD. WITH PARCEL NUMBER 118H-00-113.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 107 EAST GILLESPIE STREET WITH PARCEL NUMBER 102A-00-087.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE DOWNTOWN WATER AND SEWER REPLACEMENT PROJECT.
2. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19, FROM TRANSARMOUR TO REBUILD 20 TRANSFORMERS AT A COST OF \$26,557.00
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM WREN BODY WORKS LLC FOR A UTILITY BED FOR A FORD F-250 IN THE AMOUNT OF \$10,547.00.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WREN BODY WORKS LLC FOR A UTILITY BED FOR A FORD F-350 IN THE AMOUNT OF \$10,547.00.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2023 THROUGH JUNE 30, 2023 AS WELL AS JULY 1, 2023 THROUGH DECEMBER 31, 2023.
6. REQUEST AUTHORIZATION TO DECLARE EXCESS CULVERTS, BRIDGE COMPONENTS, AND OTHER MATERIALS NOT ON INVENTORY AS SURPLUS AND TO AUCTION ON GOVDEALS.

7. REQUEST AUTHORIZATION TO RENEW ASSET ESSENTIALS SOFTWARE LICENSE AGREEMENT FROM BRIGHTLY SOLUTIONS.
8. REQUEST AUTHORIZATION TO PURCHASE F350 CHASSIS-60" CAB TO AXLE FOR REPLACEMENT OF VEHICLE 128 IN THE AMOUNT OF \$40,401.00 AND REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WREN BODY WORKS LLC FOR THE BED ASSEMBLY AND INSTALLATION FOR THE SERVICE TRUCK FOR WASTEWATER IN THE AMOUNT OF \$29,782.11.
9. REQUEST AUTHORIZATION TO ACCEPT THE BEST QUOTE FROM MICHAEL BOX FOR COLLEGE VIEW PUMP STATION REMOVAL IN THE AMOUNT OF \$39,647.68.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 15, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 33:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 4, 2022 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 4, 2022 regular meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 16, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 14, 2022 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF FIRST AMENDED AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE OKTIBBEHA COUNTY HUMANE SOCIETY, INC. FOR THE MANAGEMENT AND OPERATION OF THE CITY OF STARKVILLE ANIMAL SHELTER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the First Amended Agreement between the City of Starkville and the Oktibbeha County Humane Society, Inc. for the Management and Operation of the City of Starkville Animal Shelter” is enumerated, this consent item is thereby approved. The agreement follows this page.

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

**FIRST AMENDED AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE
OKTIBBEHA COUNTY HUMANE SOCIETY, INC. FOR THE MANAGEMENT AND
OPERATION OF THE CITY OF STARKVILLE ANIMAL SHELTER**

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

WITNESSETH

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

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

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

WHEREAS, the City desires to contract with the Humane Society to operate the City of Starkville Animal Shelter, including all associated properties and improvements,

(collectively the "Starkville Animal Shelter"), and to perform all duties incident thereto;

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

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

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

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

animals.

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

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

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

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

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

9. The Humane Society agrees to operate the animal shelter and do all things necessary and proper in the operation of said shelter. The Humane Society agrees to operate the animal shelter in compliance with all State and Federal laws in regard to the operation of said shelter and the Humane Society shall indemnify and save the City

harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising out of or from any injury to any person on the property or failure to comply with State or Federal law with regards to the operation of the animal shelter.

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

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

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

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

14. If the Humane Society shall fail to observe and perform, or shall breach any of its covenants, conditions or agreements under this Agreement, then it shall have thirty (30) days after receipt of a notice given by the City in writing to the Humane Society, such notice specifying such default or breach and requesting that it be remedied, to cure such breach. If the failure stated in the notice cannot be corrected within thirty (30) days, the City shall not unreasonably withhold its consent to an extension of such time for an additional thirty (30) days if corrective action is instituted by the Humane Society within the original thirty (30) days to cure and is diligently pursued. If the alleged breach shall not be cured within the time-period provided herein, this Agreement shall be terminated, effective immediately, and the Humane Society shall immediately cease operation of the Starkville Animal Shelter, and any associated facility, and surrender the premises.

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

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

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

16. This Agreement is intended by the parties as the final, complete, and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to this

subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the parties.

WITNESS THE SIGNATURES of the parties hereto on this the 1st day of November, 2022.

THE OKTIBBEHA COUNTY
HUMANE SOCIETY

Attest:

Lesa Hardin
Starkville City Clerk

By:

Rick Welch

Rick Welch, President

CITY OF STARKVILLE

By:

D. Lynn Spruill

D. LYNN SPRUILL, Mayor

Attest:

Lesa Hardin

LESA HARDIN, Clerk

City of Starkville, Mississippi



5. CONSIDERATION OF THE LONG-TERM LEASE OF 2 +/- ACRES FOR THE EXPANSION OF THE HUMANE SHELTER FACILITIES AND OPERATIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the long-term lease of 2 +/- acres for the expansion of the Humane Shelter facilities and operations” is enumerated, this consent item is thereby approved. The lease follows this page.

6. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH OKTIBBEHA COUNTY TO PROVIDE RESIDENTIAL TRASH/GARBAGE SERVICES ON AN AS NEEDED AND MUTUALLY AGREED UPON BASIS WITH A REEVALUATION OF THE CITY COSTS AT THE END OF A 2 MONTH PERIOD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of an Interlocal Agreement with Oktibbeha County to provide residential trash / garbage services on an as needed and mutually agreed upon basis with a reevaluation of the City costs at the end of a 2 month period” is enumerated, this consent item is thereby approved. The agreement follows the long-term lease with the Oktibbeha County Humane Society, Inc.

GROUND LEASE

This Lease is entered into on the 1st day of November, 2022, by and between the City of Starkville, Mississippi (“the City”) and the Oktibbeha County Humane Society, Inc. (“OCHS”).

INTRODUCTION

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

AGREEMENT

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

1. DEFINITIONS:

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

“Real Property” means the real estate, 2 +/- acres to the north of the current Starkville Animal Shelter, as more particularly described, depicted, and attached in Exhibit “A.”¹

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

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

4. **USE OF REAL PROPERTY.** OCHS shall construct upon the Real Property an annex to the Starkville Animal Shelter for the construction of a new kennel facility and other shelter services, with associated improvements, including parking (the “Annex”). OCHS shall commence construction by May 1, 2023, and finalize construction by May 1, 2025. If construction is not commenced by May 1, 2023, or if construction is not completed by May 1,

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

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

5. TERM. Subject to and upon the conditions contained in this Lease, the Lease shall begin on November 1, 2022. The Term shall run for a period of twenty (20) years and shall not be extended except by mutual written consent of the parties. At the expiration or termination of this Lease, the City agrees to use the Real Property, including the Annex and associated improvements, to further the purposes of the Starkville Animal Shelter so long as it exists on or adjacent to the Real Property.

6. CONSIDERATION. The Annex shall be constructed with grant funds provided by the American Society for the Prevention of Cruelty to Animals, and other funds, acquired by OCHS. The Annex shall be operated by OCHS pursuant to the First Amended Agreement between the City of Starkville and the Oktibbeha County Humane Society, Inc. for the Management and Operation of the City of Starkville Animal Shelter, attached as Exhibit B, or as revised further by mutual written agreement of the parties.

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

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

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

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

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

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

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

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

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

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

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

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

Each such delivered notice or communication shall be deemed to have been given to or served upon the party to whom delivered, upon the delivery thereof in the manner above provided, as noted by the United States Postal Service return receipt or by the overnight courier delivery confirmation, as applicable. Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other party hereunder, in the manner above specified, ten (10) days prior to the effective date of said change.

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

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

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

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

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

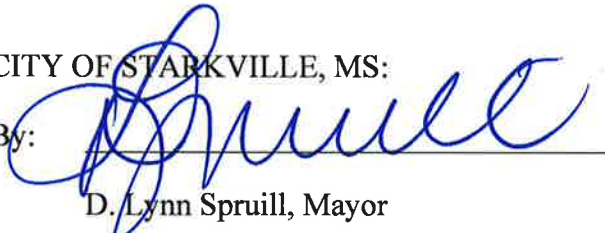
22. RIGHTS CUMULATIVE. The rights and remedies of the parties to this Lease, whether provided by law or by this Lease, shall be cumulative, and the exercise by either party or any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party, or any condition to its own obligation under this Lease, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other party.

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

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

CITY OF STARKVILLE, MS:

By: _____


D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY HUMANE SOCIETY, INC.

By: _____


Rick Welch, President of Board of Directors





South Elevation

Not to Scale



East Elevation

Not to Scale



West Elevation

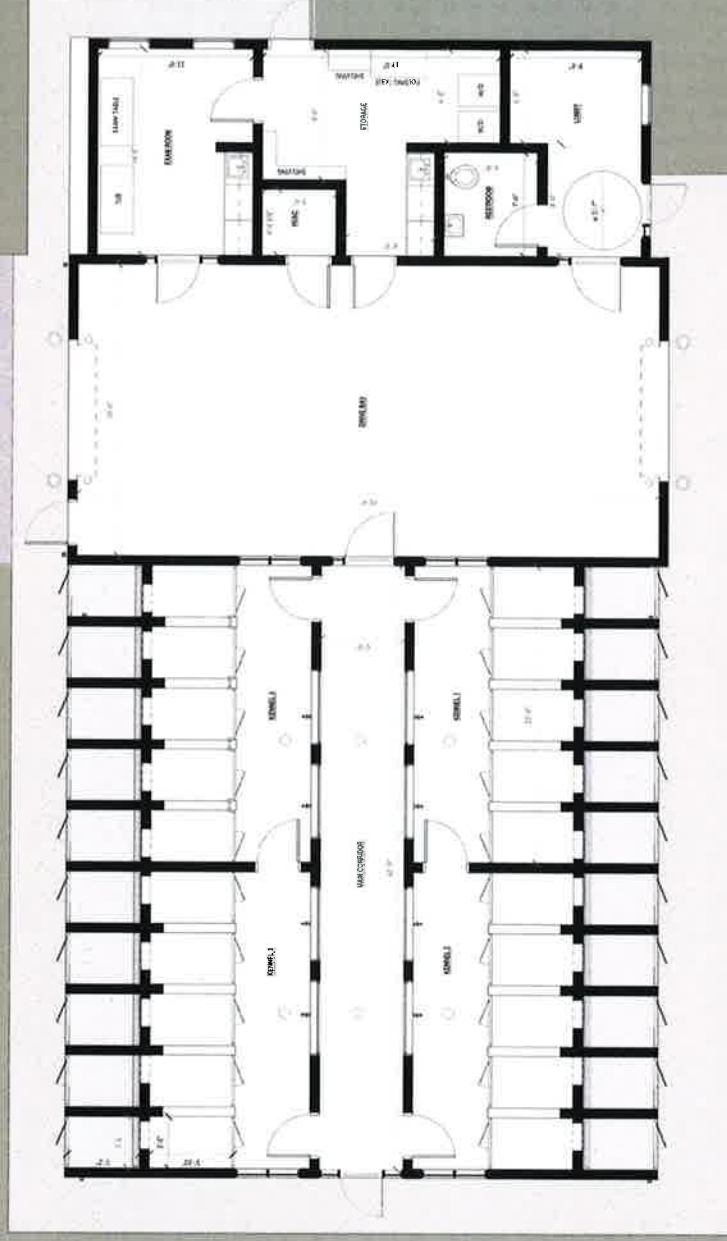
Not to Scale



Context Map - Starkville
Not to Scale



Site - OCHS Campus
Not to Scale



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

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



CLEARWATER CONSULTANTS, INC.
STARKVILLE, MISSISSIPPI

CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI

OKTIBBEHA COUNTY
ANIMAL SHELTER
SITE LAYOUT

FIGURE
1

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

I. PURPOSE

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

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

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

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

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

the City.

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

III. EFFECTIVE DATE & DURATION

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

IV. AMENDMENTS & TERMINATION

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

V. SEVERABILITY

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

VI. AUTHORITY

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

SO EXECUTED AND AGREED THIS _____ DAY OF _____ 2022.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____

Bricklee Miller, Board of Supervisors President



SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT

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

Christopher Smiley
Sanitation & Environmental Services Director

Phone: 662-323-2652

c.smiley@cityofstarkville.org

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

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



7. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000.00, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing the issuance of General Obligation Public Improvement Bonds of the Municipality, or a General Obligation Public Improvement Bond of the Municipality for sale to the Mississippi Development Bank, or authorizing entering into a loan agreement with and obtaining a loan from the Mississippi Development Bank, all in the maximum aggregate principal amount of \$15,000,000.00, in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, to provide funds for the authorized purposes; and for related purposes” is enumerated, this consent item is thereby approved.

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

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

1. “Act” shall mean Senate Bill 3012, as approved by the Legislature of the State of Mississippi (the “Legislature” of the “State”) in its Regular Session 2018 and signed by the Governor (the “Governor”) of the State on March 27, 2018, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the “Authority Act”), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), and other applicable laws of the State (together, the “Act”).

2. “Special Tax Authorized Purpose” shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

3. “General Municipal Improvements Authorized Purpose” shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants

or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

4. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the “Special Sales Tax”) for the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality.

5. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy of the resolution to the Mississippi Department of Revenue.

6. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.

7. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

8. Pursuant to the Act, the Mississippi Development Bank (the “Bank”) has previously issued its \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series 2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond) (together, the “Series 2020 Bonds”).

9. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the “Authorized Purposes”), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the “Bonds”), issuing a general obligation bond of the Municipality (the “Qualified Obligation”) for sale to the Bank, or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), all in the maximum aggregate principal amount of \$15,000,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

10. The proceeds of the Special Sales Tax are sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Loan, on a parity with the Series 2020 Bonds.

11. The Municipality is authorized by the Municipal Improvements Act to issue the Bonds, the Qualified Obligation, or the Loan for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Loan to provide funds for the General Municipal Improvements Authorized Purpose.

12. The Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

13. The Municipality is authorized to undertake activities for the Authorized Purposes, and to provide

for the payment of the costs thereof, or any portion of such costs, by issuing the Bonds, issuing the Qualified Obligation for sale to the Bank, or obtaining the Loan from the Bank.

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

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

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

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

SECTION 1. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, for the Authorized Purposes.

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

Alderman Rupp moved and Alderman Brooks seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was as follows:

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

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

City of Starkville, Mississippi

Mayor

ATTEST: _____ Lesa Hardin, City Clerk

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Ashley Doss, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 05, 2022, October 12, 2022, October 19, 2022,
October 26, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Ashley Doss

Classified Clerk

Subscribed to and sworn to me this 26th day of October 2022.

Danielle Roos

Danielle Roos, Notary Public, Oktibbeha County, Mississippi

My commission expires: December 07, 2022

00001631 00098883

Melinda Ryan
Watkins & Eager, PLLC (SDN)
P.O. Box 650
Jackson, MS 39205

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

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

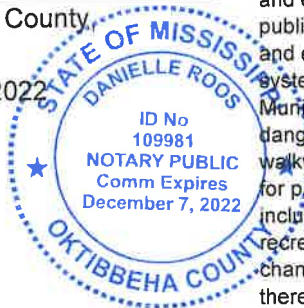
In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

1. "Act" shall mean Senate Bill 3012, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2018 and signed by the Governor (the "Governor") of the State on March 27, 2018, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act").

2. "Special Tax Authorized Purpose" shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

3. "General Municipal Improvements Authorized Purpose" shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

4. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the "Special Sales Tax") for the "construction, maintenance, operation, and promotion of recreation and sports tournament facilities" within the Municipality.



5. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy of the resolution to the Mississippi Department of Revenue.

6. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.

7. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

8. Pursuant to the Act, the Mississippi Development Bank (the "Bank") has previously issued its \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series 2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond) (together, the "Series 2020 Bonds").

9. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the "Authorized Purposes"), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the "Bonds"), issuing a general obligation bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank"), or entering into a loan agreement and obtaining a loan from the Bank (the "Loan"), all in the maximum aggregate principal amount of \$15,000,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

10. The proceeds of the Special Sales Tax is sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Loan, on a parity with the Series 2020 Bonds.

11. The Municipality is authorized by the Municipal Improvements Act to issue the Bonds, the Qualified Obligation, or the Loan for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Loan to provide funds for the General Municipal Improvements Authorized Purpose.

12. The Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

13. The Municipality reasonably expects that it will incur expenditures for the Authorized Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

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

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

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

Authorized Purposes.

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

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

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

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

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

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

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

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

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

Alderman Hamp Beatty voted: Aye
Alderman Mike Brooks voted: Aye

Alderman Ben Carver voted: Aye
Alderman Roy A'. Perkins voted: Aye
Alderman Jeffrey Rupp voted: Aye
Alderwoman Sandra C. Sistrunk voted: Aye
Alderman Henry N. Vaughn, Sr. voted: Aye

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

City of Starkville, Mississippi

/s/ Lynn Spruill

Mayor

ATTEST:

/s/ Lesa Hardin

City Clerk

Publication:

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

8. CONSIDERATION OF CHANGE ORDER # 1 FROM TABOR CONSTRUCTION AND DEVELOPMENT OF MS FOR GRADING EXCESS DIRT IN THE AMOUNT OF \$4,838.40 FROM THE 2022 DMOT MM-0068-1022 GRANT AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Change Order # 1 from Tabor Construction and Development of MS for Grading Excess Dirt in the amount of \$4,838.40 from the 2022 DMOT MM-0068-1022 Grant at George M. Bryan Field” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF AWARDED CONTRACT A TO THE LOW BIDDER ERECT-A-TUBE IN THE AMOUNT OF \$228,712.00 TO MANUFACTURE & DELIVER A CORPORATION HANGAR INCLUDING THE DOOR AT GEORGE M. BRYAN FIELD FUNDED FROM THE 2022 MDOT MULTI-MODAL GRANT MM-000068-1022, THE FAA AIG GRANT AND UP TO 2.5% MATCH FROM THE AIRPORT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of awarding Contract A to the low bidder Erect-A-Tube in the amount of \$228,712 to manufacture & deliver a corporation hangar including the door at George M. Bryan Field funded from the 2022 MDOT Multi-Modal Grant MM-000068-1022 and the FAA AIG Grant” is enumerated, this consent item is thereby approved.
The certified bid tabulation follows this page.

10. CONSIDERATION OF AN ENGINEERING SERVICES CONTRACT WITH NEEL SCHAFER FOR THE BUILD GRANT PROJECT CONSTRUCTION ENGINEERING AND INSPECTION (CE&I), AND AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL PENDING MDOT APPROVAL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of an engineering services contract with Neel Schaffer for the BUILD Grant project Construction Engineering and Inspection (CE&I), and execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual pending MDOT approval” is enumerated, this consent item is thereby approved.
The contract follows the airport bid tabulation.

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

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

ALTERNATE BID ITEM

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

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


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



CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

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

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

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

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

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

ARTICLE IV. TIME OF PERFORMANCE

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

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

C. Record Retention

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

D. Retainage

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

ARTICLE VII. FINAL PAYMENT

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

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

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

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

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

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

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

LPA:

For Contractual Matters:

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

For Technical Matters:

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

CONSULTANT:

For Contractual Matters:

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

For Technical Matters:

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

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

P.E. # 11721

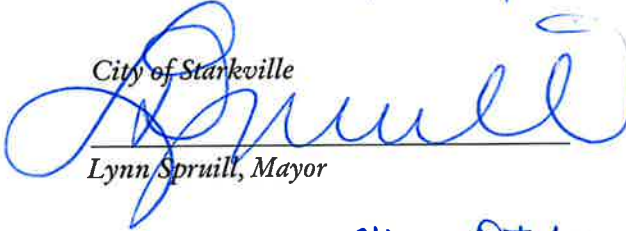
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 20756

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the 4th day of November, 2022

City of Starkville

Lynn Spruill, Mayor

WITNESS this my signature in execution hereof, this the 13th day of October, 2022

Neel-Schaffer, Inc.

BY: 

Robert Walker, PE

ATTEST: 
(for CONSULTANT)

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

LIST OF EXHIBITS

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

EXHIBIT 1

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

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

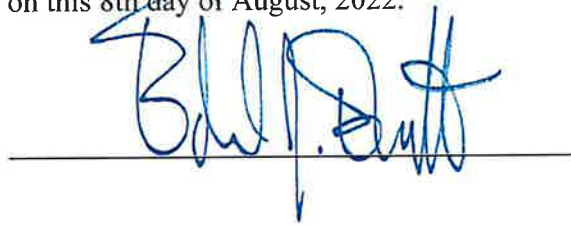
NEEL-SCHAFFER, INC.

**OPINION AND CERTIFICATE OF THE CORPORATE SECRETARY
OF NEEL-SCHAFFER, INC. REGARDING CONTRACTING AUTHORITY**

I, **Edward J. Everitt** do hereby declare and certify that I am duly elected, qualified and acting Corporate Secretary of Neel-Schaffer, Inc., (the "Company"), a corporation duly organized and validly existing under the laws of the State of Mississippi, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company's Board of Directors and governing documents (and associated approved delegations thereof), **Robert Walker** has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary up to the value of **\$5,000,000.00** to complete the contracting process relating to the **Martin Luther King Jr. Boulevard (HWY 182) Revitalization Project, Federal Aid Project No. FBLD-7113-00(004) LPA/108418-801000** for the **City of Starkville, Mississippi**.

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Neel-Schaffer, Inc., on this 8th day of August, 2022.



By: Edward J. Everitt
Corporate Secretary

Corporate Seal:



EXHIBIT 2

Scope of Work

INTRODUCTION

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

ENGINEERING ADMINISTRATION:

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

CONSTRUCTION ENGINEERING SERVICES:

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

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

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

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

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

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

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

I. General:

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

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

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

B. Conferences and Meetings:

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

C. Liaison:

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

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

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

D. Shop Drawings and Samples:

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

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

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

F. Interpretation of Contract Documents:

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

G. Modifications:

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

H. Records:

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

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

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

I. Reports:

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

J. Payment Requests:

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

K. Certificates, Maintenance and Operation Manuals:

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

L. Completion:

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

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

III. Limitations of Authority

The resident Project Engineer:

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

EXHIBIT 3

FEES AND EXPENSES

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

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

Payroll Additive & Overhead:

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

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

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

Direct Costs:

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

Labor Hour / Unit-cost Rates:

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

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

Table 1: Rate Schedule for Labor Hours

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

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

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

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

Fee and Expense Summary

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

SAMPLE INVOICE

[Labor-Hour/Unit Cost]

FILE NO. 000-000000

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

SUPPORTING DATA

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

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

EXHIBIT 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

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

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

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

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

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

SO CERTIFIED this 13th day of October, 2022.

Neel-Schaffer, Inc.

BY: [Signature]
Robert Walker, PE

ATTEST: [Signature]

My Commission Expires:

[Signature]



EXHIBIT 7

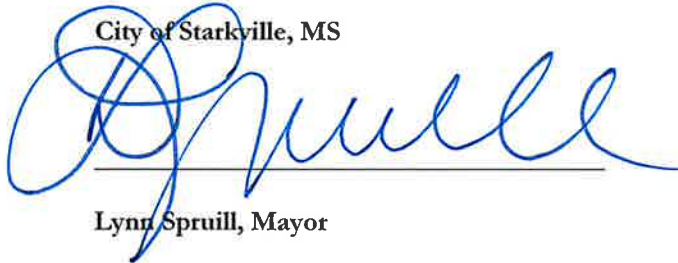
CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the 4th day of November, 2022

City of Starkville, MS



Lynn Spruill, Mayor

EXHIBIT 8

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

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

128686

EEV* Company Identification Number [Required]

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

BY: 
Authorized Officer or Agent

10/13/2022
Date

Keith Purvis
Printed Name of Authorized Officer or Agent

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

SWORN TO AND SUBSCRIBED before me on this the 13th day of October, 2022.


NOTARY PUBLIC
My Commission Expires: _____

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

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

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

Prepared for:
Mississippi Department of Transportation

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

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

Date Submitted:

August 4, 2022

Date Revised:

September 8, 2022

from Beattie Street to Old West Point Road

CONSTRUCTION ENGINEERING & INSPECTION

Neel-Schaffer, Inc.

Labor Costs

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

CE&I Services	\$	54,863.41
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Direct Costs

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

Labor Costs

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

CE&I Services	\$	-
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Direct Costs

CE&I Services	\$	-
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Subtotal Cost	Atwell & Gent, P.A.	
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\$	581,377.34
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Kimley-Horn

Labor Costs

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

CE&I Services	\$	4,566.85
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Direct Costs

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

Labor Costs

Testing Services	\$	37,474.74
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Direct Costs

CE&I Services	\$	36,190.00
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Subtotal Cost	Springer Engineering	
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\$	73,664.74
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PROJECT TOTAL COSTS

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

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

Home Overhead Rate ²	<u>170.55%</u> %
FCCM (Home)	<u>0.08%</u> %
Field Overhead Rate ²	<u>132.71%</u> %
FCCM (Field)	<u>0.01%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

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

OVERTIME BILLING RATES ***

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

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

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

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

BILLING RATE TABLE - 2023

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

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

REGULAR BILLING TIME

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

OVERTIME BILLING RATES ***

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

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

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

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

Home Overhead Rate ²	<u>170.55%</u> %
FCCM (Home)	<u>0.08%</u> %
Field Overhead Rate ²	<u>132.71%</u> %
FCCM (Field)	<u>0.01%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

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

OVERTIME BILLING RATES ^{*}**

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

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

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

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

Home Overhead Rate ²	<u>170.55%</u> %
FCCM (Home)	<u>0.08%</u> %
Field Overhead Rate ²	<u>132.71%</u> %
FCCM (Field)	<u>0.01%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

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

OVERTIME BILLING RATES^{*}**

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

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

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

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

Risk Based Inspection (RBI) hours

Project Name

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

MDOT Project No.

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

Consulting Firm Name

Neel-Schaffer, Inc.

Construction Schedule Approval Date

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

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

Total Inspection Hours Allowed

8997

NOTES:

Refer to "Risk Based Inspection and Material Testing Guide Local Public Agency Projects"

Pay Item numbers should be shown here and on Construction Schedule

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

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

Phase Duration is taken from the Construction Schedule

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

Request for increase in hour range beyond the standard minimum:

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

Construction Schedule shows full construction in winter months.

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.
 CONSTRUCTION ENGINEERING & INSPECTION

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

FBLD-7113-40(004) LPA/108418-801000		OVERTIME HOURS ONLY														
POSITION TITLE		Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
		Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Inspector I														0	\$ 116.49	\$ -
Inspector II												20	0	20	\$ 133.92	\$ 2,678.38
Supervisory Technician														0	\$ 163.09	\$ -
Supervisory Technician														0	\$ 229.26	\$ -
(additional classifications)														0	\$ -	\$ -
Labor Subtotal (Overtime)															\$ 2,678.38	

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

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

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular) \$ 526,331.71

Labor Subtotal (Overtime) \$ 60,283.24

Participating Drive Cost \$ 20,859.67

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

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.
 CONSTRUCTION ENGINEERING & INSPECTION

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

POSITION TITLE	REGULAR HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
	Hours Per Month														
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal	2	2	2	2	2	2	2	2	2	2	2	2	24	\$ 356.35	\$ 8,552.32
Client Manager	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 268.95	\$ 25,813.03
Project Engineer	32	32	64	80	88	88	88	88	88	80	80	72	880	\$ 216.25	\$ 190,295.98
Asst. Project Engineer	16	16	32	40	44	44	44	44	44	40	40	32	436	\$ 153.38	\$ 66,874.34
Engineer Intern	16	16	32	40	44	44	44	44	44	40	40	32	436	\$ 115.95	\$ 50,555.32
Inspector I													0	\$ 69.13	\$ -
Inspector II	160	160	160	160	200	160	160	160	160	160	160	160	1960	\$ 79.47	\$ 155,763.97
Supervisory Technician	5	5	5	5	5	5	5	5	5	5	5	5	60	\$ 112.54	\$ 6,752.65
Supervisory Technician	5	5	5	5	5	5	5	5	5	5	5	5	60	\$ 158.20	\$ 9,492.29
Administrative Assistant	20	20	20	20	20	20	20	20	20	20	20	20	240	\$ 90.84	\$ 21,801.40
Archaeologist				20	20	20							60	\$ 103.57	\$ 6,214.36
1-man Survey Crew													0	\$ -	\$ -
2-man Survey Crew													0	\$ -	\$ -

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

POSITION TITLE	OVERTIME HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
	Overtime Hours Per Month														
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Inspector I													0	\$ 123.59	\$ -
Inspector II	0	20	40	40	40	40	40	40	40	40	20	0	360	\$ 142.07	\$ 51,146.94
Supervisory Technician	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 173.02	\$ -
Supervisory Technician	0	0	5	5	5	5	5	5	5	5	5	0	45	\$ 243.22	\$ 10,944.80
{additional classifications}													0	\$ -	\$ -

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

PARTICIPATING DRIVE HOURS ONLY															
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal													0	\$ 335.89	\$ -
Client Manager													0	\$ 253.51	\$ -
Project Engineer	4	4	4	8	8	8	8	8	8	8	4	4	76	\$ 203.83	\$ 15,491.24
Inspector I													0	\$ 65.16	\$ -
Inspector II													0	\$ 74.91	\$ -
Supervisory Technician													0	\$ 106.08	\$ -
Supervisory Technician			4	4	4	4	4	4	4	4	4	4	36	\$ 149.12	\$ 5,368.44
Administrative Assistant													0	\$ 85.62	\$ -
Archaeologist													0	\$ 97.63	\$ -
1-man Survey Crew													0	\$ 135.00	\$ -
2-man Survey Crew													0	\$ 85.62	\$ -
{additional classifications}													0	\$ -	\$ -

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

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.
 CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE		REGULAR HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
		Hours Per Month														
		Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal	2	2	2	2	2	2	2	2						14	\$ 367.04	\$ 5,138.52
Client Manager	8	8	8	8	8	8	8	8						56	\$ 277.02	\$ 15,512.93
Project Engineer	32	32	64	80	96	96	64							464	\$ 222.73	\$ 103,348.02
Asst. Project Engineer	16	16	32	40	48	48								200	\$ 157.98	\$ 31,598.59
Engineer Intern	16	16	32	40	48	48								200	\$ 119.43	\$ 23,886.23
Inspector I														0	\$ 71.20	\$ -
Inspector II	160	160	160	160	160	160	160							1120	\$ 81.86	\$ 91,678.22
Supervisory Technician	5	5	5	5	5	5								30	\$ 115.92	\$ 3,477.61
Supervisory Technician	5	5	5	5	5	5								30	\$ 162.95	\$ 4,888.53
Administrative Assistant	20	20	20	20	20	20	20							140	\$ 93.56	\$ 13,099.01
Archeologist		20	20											40	\$ 106.68	\$ 4,267.20
1-man Survey Crew					34									34	\$ 147.52	\$ 5,015.58
2-man Survey Crew														0	\$ 202.17	\$ -
Labor Subtotal (Regular)														\$	301,908.44	

FBLD-7113-00(0004) LPA/108418-801000		OVERTIME HOURS ONLY													Subtotal Hours	Hourly Rate	Extension
		Overtime Hours Per Month															
		Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
POSITION TITLE																	
Inspector I															0	\$ 127.29	\$ -
Inspector II		0	0	20	20	20	10								70	\$ 146.34	\$ 10,243.59
Supervisory Technician															0	\$ 178.21	\$ -
Supervisory Technician															0	\$ 250.51	\$ -
																Labor Subtotal (Overtime) \$ 10,243.59	

FBLD-7113-00(0004) LPA/108418-801000																	PARTICIPATING DRIVE HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
POSITION TITLE		Hours Per Month																													
		Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5																		
Principal																	0	\$ 335.89	\$ -												
Client Manager																	0	\$ 253.51	\$ -												
Project Engineer		4	8	8	8	4											32	\$ 203.83	\$ 6,522.63												
Inspector I																	0	\$ 65.16	\$ -												
Inspector II																	0	\$ 74.91	\$ -												
Supervisory Technician																	0	\$ 106.08	\$ -												
Supervisory Technician		4	4	4	4	4											20	\$ 149.12	\$ 2,982.46												
Administrative Assistant																	0	\$ 85.62	\$ -												
Archeologist																	0	\$ 97.63	\$ -												
1-man Survey Crew																	0	\$ 135.00	\$ -												
2-man Survey Crew																	0	\$ 185.01	\$ -												
(additional classifications)																	0	\$ -	\$ -												
Participating Drive Cost \$ 9,505.09																															

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

CONSTRUCTION ENGINEERING & INSPECTION

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

**** Provide detail for breakdown of Direct Costs

CONSTRUCTION ENGINEERING & INSPECTION

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

REGULAR BILLING TIME

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

OVERTIME BILLING RATES ***

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

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

CONSTRUCTION ENGINEERING & INSPECTION

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

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate³	FCCM	Profit
Principal	\$ 66.47	\$ 74.56	\$ -	\$ 16.92
Senior Engineer	\$ 62.48	\$ 70.08	\$ -	\$ 15.91
Engineer I	\$ 47.25	\$ 53.01	\$ -	\$ 12.03
Engineer II	\$ 42.00	\$ 47.12	\$ -	\$ 10.69
Engineering Technician	\$ 44.73	\$ 50.18	\$ -	\$ 11.39
CAD Technician	\$ 32.66	\$ 36.63	\$ -	\$ 8.31
Office Manager	\$ 25.20	\$ 28.27	\$ -	\$ 6.42

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate³	FCCM	Profit
Engineering Technician	\$ 67.10	\$ 75.27	\$ -	\$ 17.08
CAD Technician	\$ 48.98	\$ 54.95	\$ -	\$ 12.47

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

BILLING RATE TABLE

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

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

REGULAR BILLING TIME

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

OVERTIME BILLING RATES ***

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

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

BILLING RATE TABLE

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

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

REGULAR BILLING TIME

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

OVERTIME BILLING RATES ***

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

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

HOUR DISTRIBUTION / LABOR COSTS

Atwell & Gent, P.A.
 CONSTRUCTION ENGINEERING & INSPECTION

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

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

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

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

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

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

HOUR DISTRIBUTION / LABOR COSTS

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

REGULAR HOURS ONLY																
		Hours Per Month												Subtotal Hours	Hourly Rate	Extensic
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
POSITION TITLE		6	7	11	15	19	20	21	21	20	16	11	5			
Principal		24	28	44	60	76	80	84	84	80	64	44	20	688	\$ 157.95	\$ 108,666
Senior Engineer		6	7	11	15	19	20	21	21	20	16	11	5	172	\$ 148.47	\$ 25,533
Engineer I		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 112.29	\$
Engineering Technician		36	42	66	90	114	120	126	126	120	96	66	30	1032	\$ 99.81	\$ 103,003
CAD Technician		8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 106.30	\$ 10,204
Office Manager		10	10	10	10	10	10	10	10	10	10	10	10	120	\$ 77.60	\$ 9,312

OVERTIME HOURS ONLY																
POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extensi	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Engineering Technician													0	\$ 192.99	\$	
CAD Technician													0	\$ 140.89	\$	

PARTICIPATING DRIVE HOURS ONLY																
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Principal													0	\$ 157.95	\$	
Senior Engineer													0	\$ 148.47	\$	
Engineer I													0	\$ 112.29	\$	
Engineering Technician													0	\$ 99.81	\$	
CAD Technician													0	\$ 106.30	\$	
Office Manager													0	\$ 77.60	\$	

HOUR DISTRIBUTION / LABOR COSTS

Atwell & Gent, P.A.
 CONSTRUCTION ENGINEERING & INSPECTION

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

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal	24	28	44	60	76	80	84	84	80	64	44	20	688	\$ 165.85	\$ 114,101.99
Senior Engineer	6	7	11	15	19	20	21	21	20	16	11	5	172	\$ 155.89	\$ 26,813.07
Engineer I	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 117.90	\$ -
Engineering Technician	36	42	66	90	114	120	126	126	120	96	66	30	1032	\$ 104.80	\$ 108,153.54
CAD Technician	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 111.61	\$ 10,714.75
Office Manager	10	10	10	10	10	10	10	10	10	10	10	10	120	\$ 81.48	\$ 9,777.83
													Labor Subtotal (Regular) \$ 269,561.18		

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

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Engineering Technician													0	\$ 202.64	\$ -
CAD Technician													0	\$ 147.94	\$ -
													Labor Subtotal (Overtime) \$ -		

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

PARTICIPATING DRIVE HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal													0	\$ 165.85	\$ -
Senior Engineer													0	\$ 155.89	\$ -
Engineer I													0	\$ 117.90	\$ -
Engineering Technician													0	\$ 104.80	\$ -
CAD Technician													0	\$ 111.61	\$ -
Office Manager													0	\$ 81.48	\$ -
													Participating Drive Cost \$ -		

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular) \$ 41,870.75

Labor Subtotal (Overtime) \$

Participating Drive Cost \$

CONSTRUCTION ENGINEERING & INSPECTION

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

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$85 per night

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

6 days meals of \$41

CONSTRUCTION ENGINEERING & INSPECTION

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

REGULAR BILLING TIME

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

OVERTIME BILLING RATES ***

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

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

CONSTRUCTION ENGINEERING & INSPECTION

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

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular)	\$ 25,002.86
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Labor Subtotal (Overtime) \$

Participating Drive Cost \$ 2,635.95

HOUR DISTRIBUTION / LABOR COSTS

Kimley-Horn
 CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE		REGULAR HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
		Hours Per Month														
		Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal		1		1		1		1		1				5	\$ 258.59	\$ 1,292.95
Project Manager		2	2	2	2	2	2	2	2	2	2	2		24	\$ 230.43	\$ 5,530.22
Sr. Engineer - Utilities														0	\$ 262.33	\$ -
Engineer II - Utilities														0	\$ 166.23	\$ -
Engineer I - Roadway		1	1	1	2	2	2	2	2	2	2	2		19	\$ 127.68	\$ 2,425.95
Engineer I - Traffic														0	\$ 157.33	\$ -
Engineer Tech - Utilities														0	\$ 113.15	\$ -
Engineer I - LA							4	4	4	4	4	4		20	\$ 137.09	\$ 2,741.74
Engineer II - Hydraulics														0	\$ 199.65	\$ -
Engineer I - Hydraulics		2	2	2	2									8	\$ 131.10	\$ 1,048.81
														0	\$ -	\$ -
														0	\$ -	\$ -
														0	\$ -	\$ -
														0	\$ -	\$ -
Labor Subtotal (Regular)															\$	13,039.68

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

FBLD-7113-00(004) LPA/108418-801000		PARTICIPATING DRIVE HOURS ONLY													Subtotal Hours	Hourly Rate	Extension			
POSITION TITLE		Hours Per Month																		
		Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5							
Principal																0	\$ 258.59	\$ -		
Project Manager																4	\$ 230.43	\$ 921.70		
Sr. Engineer - Utilities																0	\$ 262.33	\$ -		
Engineer II - Utilities																0	\$ 166.23	\$ -		
Engineer I - Roadway																0	\$ 127.68	\$ -		
Engineer I - Traffic																0	\$ 157.33	\$ -		
Engineer Tech - Utilities																0	\$ 113.15	\$ -		
Engineer I - LA														2		2	\$ 137.09	\$ 274.17		
Engineer II - Hydraulics																0	\$ 199.65	\$ -		
Engineer I - Hydraulics																0	\$ 131.10	\$ -		
																0	\$ -	\$ -		
Labor Subtotal (Participating Drive Hours)																		\$	1,195.88	

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular)	\$	5,020.63
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Labor Subtotal (Overtime) \$Participating Drive Cost \$ 735.03

DIRECT COSTS ^{****}

Kimley-Horn

CONSTRUCTION ENGINEERING & INSPECTION

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

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$85 per night

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

6 days meals of \$41

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

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

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

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

SUBTOTAL - LABOR COSTS

\$ 37,474.74

LPA Project Sampling and Testing Requirements

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

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

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

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

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

SUB-TOTAL - EXPENSE ITEMS \$ 610.00

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

NOTES:

(Provide notes similar to breakdown example provided below)

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

Senior Field Inspector Trip and Hourly Summary

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

[illegible][illegible]

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM STD-765 SHALL GOVERN.

THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM I-501-763 SHALL GOVERN.

EVERYTHING ABOVE THIS ROW IS REQUIRED TO BE SUBMITTED AND APPROVED AS PART OF THE PRELIMINARY ENGINEERING CONTRACT. EVERYTHING BELOW THIS ROW SHOULD BE ADDED TO THE APPROVED PROGRESS SCHEDULE AS PART OF THE CE&I CONTRACT.

YEAR 2022		YEAR 2023	
		Startup	
			1 Principle (part time)
			1 Client Manager (part time)
			1 Project Engineer (part time)
			1 Asst. Project Engineer (solid part time)
			1 Engineer Intern (solid part time)
			1 Inspector II (full time)
			1 Superintendent (part. - part time)

11. CONSIDERATION OF APPROVING SUMMARY CHANGE ORDER #1 FOR THE 2022 STREET IMPROVEMENT PROJECT IN THE AMOUNT OF \$352,128.33 TO INCLUDE NECESSARY ASPHALT AND STRIPING IMPROVEMENTS FOR ROADS INCLUDING WEST GARRARD, UNIVERSITY AND SOUTH MONTGOMERY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of accepting Summary Change Order #1 for the 2022 Street Improvement project in the amount of \$347,897.77” is enumerated, this consent item is thereby approved. The Change Order follows this page.

12. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CORNERSTONE BLVD. ENTRANCE LANDSCAPING PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Cornerstone Blvd. Entrance Landscaping Project” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CORNERSTONE BLVD. PAVEMENT OVERLAY PROJECT FROM HWY 25 TO NEW CORNERSTONE PARK ENTRANCE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Cornerstone Blvd. Pavement Overlay Project” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF CHANGE ORDER #3 IN THE AMOUNT OF \$65,439.92 FOR THE SPORTSPLEX DRAINAGE FOR ADJUSTMENTS TO FINAL QUANTITIES, ELECTRICAL REPAIRS, AND DRAINAGE BOX ADJUSTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #3 in the amount of \$65,439.92 for the Sportsplex Drainage” is enumerated, this consent item is thereby approved. The change order follows the street change order.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to allow Preston Newman and Ryan Classen to travel to Savannah, TN for the 14th Annual TN River Training Weekend, November 4 – 6, 2022 at an approximate cost of \$1,100.00 (travel, meals, registration and hotel)” is enumerated, this consent item is thereby approved.

Change Order

No. 1

Date of Issuance: 10/21/2022

Effective Date: 11/3/22

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

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

Description:

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

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

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$1,323,634.20

Increase from previously approved Contract to No. 1:

\$347,897.77

Contract Price prior to this Change Order:

\$1,323,634.20

Increase of this Change Order:

\$347,897.77

Contract Price incorporating Change Order:

\$1,671,531.97

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 11/2/22

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 11-1-2022

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 11-3-22

Change Order

No. 3

Date of Issuance: 11/1/22

Effective Date: 11/1/22

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

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

Description:

Electrical repairs, drainage and quantity adjustments.

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

Attachments (list documents supporting change):

Electrical repair invoices, box adjustment change order request

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$240,551.54

Increase from previously approved Contract to No. 2:

\$10,692.00

Contract Price prior to this Change Order:

\$251,243.54

Increase of this Change Order:

\$65,439.92

Contract Price incorporating Change Order:

\$316,683.46

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 90

Ready for final payment (days or date): 90

Increase from previously approved Change Orders to No. 2:

Substantial completion (days): 11

Ready for final payment (days): 11

Contract Times prior to this Change Order:

Substantial completion (days or date): 101

Ready for final payment (days or date): 101

Increase of this Change Order:

Substantial completion (days or date): 11

Ready for final payment (days or date): 11

Contract Times with all approved Change Orders:

Substantial completion (days or date): 112

Ready for final payment (days or date): 112

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

16. APPROVAL TO APPLY FOR A GRANT RECENTLY OFFERED BY THE MS BUREAU OF EMERGENCY MANAGEMENT SERVICES FOR THE PURCHASE OF AEDS, MEDICAL SUPPLIES OR OTHER ALLOWABLE MEDICAL EQUIPMENT IN THE AMOUNT OF \$14,855.00 WITH A CITY MATCH OF \$3,698.55.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for a grant recently offered by the MS Bureau of Emergency Management Services for the purchase of AEDs, medical supplies or allowable medical equipment in the amount of \$14,855.00 with a City match of \$3,698.55” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Nicholas Evans, Hayden Pierce, Shane Russell, and Khamal Williams as Entry Level Firefighters and Colton Birmingham as a Certified Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of authorization to reject bids received October 13, 2022 and re-advertise for three concession stand trailers for Cornerstone Park” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO APPLY, AND ACCEPT IF AWARDED, A WALMART COMMUNITY GRANT IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000) TO BE USED IN THE AREA OF PUBLIC SAFETY TECHNOLOGY ADVANCEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply, and accept if awarded, a Wal Mart Community Grant in the amount of \$2,000 to be used in the area of public safety technology advancement” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO PURCHASE ONE (1) STATIONARY AUTOMATED LICENSE PLATE READER (L6Q) THROUGH THE 100% REIMBURSABLE HOMELAND SECURITY SUBGRANT FROM VIGILANT / MOTOROLA SOLUTION AT THE HIGHER QUOTE OF \$9,615.00 DUE TO EXPANDABILITY AND INTEGRATION WITH EXISTING SOFTWARE ALONG WITH THE APPROVAL OF THE ENTERPRISE SERVICE AGREEMENT WITH VIGILANT FOR THE PURCHASE OF THE STATIONARY RADAR.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase one (1) stationary automated license plate reader (L6Q) through the 100% reimbursable Homeland Security subgrant from Vigilant / Motorola Solution at the higher quote of \$9,615.00 due to expandability and integration with existing software along with the approval of the Enterprise Service Agreement with Vigilant for the purchase of the stationary radar” is enumerated, this consent item is thereby approved.

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

21. CONSIDERATION TO ACCEPT THE ENTERPRISE SERVICE AGREEMENT FOR VIGILANT SOLUTIONS, AUTOMATED LICENSE PLATE READER FOR THE HOT SPOT GRANT PURCHASE OF A VEHICLE AUTOMATED LICENSE PLATE READER PREVIOUSLY APPROVED BY THE BOARD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the Enterprise Service Agreement for Vigilant Solutions, Automated License Plate Reader for the Hot Spot Grant purchase of a vehicle automated license plate reader previously approved by the Board” is enumerated, this consent item is thereby approved. The agreement follows this page.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 514 West Main Street with the parcel number 118O-00-233.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 104 Windsor Rd. with the parcel number 118H-00-113.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 107 East Gillespie Street with the parcel number 102A-00-087.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE DOWNTOWN WATER AND SEWER REPLACEMENT PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Downtown Water and sewer replacement project” is enumerated, this consent item is thereby approved.



Enterprise Service Agreement (ESA) – L5M

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this 31 Day of August, 2022 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and Starkville Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 101 E. Lampkin St, Starkville, Mississippi 39759 (“Affiliate”).

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

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

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

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

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

I. Definitions:

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

“L5M CLK” or “L5M Camera License Key” means an electronic key that will permit each license of Vigilant’s CarDetector brand LPR software (one L5M CLK per L5M camera) to be used with Vigilant L5M LPR cameras and Software Products. L5M CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

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

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

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



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

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

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

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

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

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

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

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

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

II. Enterprise License Grant; Duplication and Distribution Rights:

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



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

III. Term; Termination.

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

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

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

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

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



by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone. Customer allows Vigilant Solutions to access the L5Q camera settings for the purposes of optimizing the plate collection process.

VI. L6Q Camera License Keys (L6Q CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a L5M Camera License Key (L5M CLK) for each L5M camera installed and considered in active service. An L5M can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for an L5M CLK, Affiliate's Technical Support Agent will receive the requested L5M CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.



A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.



A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate’s Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise Service Agreement is based on following Service Package:

L5M Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- CarDetector Mobile Hit Hunter
- Mobile Companion App
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of L5M CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued L5M CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule		
	Annual Fee Per L5M CLK	\$525.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on



Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement.

Affiliate and Vigilant agree that the number of L5M CLKs issued as of the Effective Date of this Agreement is 3 [Insert Quantity]. All future additions of L5M CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Not Used.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or



agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.



Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: Starkville Police Department Attn: Corporal Christopher Jackson Address: 101 E. Lampkin St. Starkville, Ms. 39759
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: _____



Title: _____

Date: _____

Signature: _____

Affiliate Organization: Starkville Police Department

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:		Starkville Police Department	
Company / Agency Type:		Law Enforcement Agency	
Address:	101 E. Lampkin St.		
	Starkville, Ms. 39759		
Primary Contact			
Name:	Christopher Jackson		
Title:	Corporal	Phone:	662-323-4134
Email:	c.jackson@cityofstarkville.org		
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.



5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.



27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.



18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization from TransArmour to rebuild 20 transformers at a cost of \$26,557” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from Wren Body Works LLC for a utility bed for a Ford F-250 in the amount of \$10,547.00” is enumerated, this consent item is thereby approved. Two Quotes: Wren - \$10,547 and Chief - \$12,500

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from Wren Body Works LLC for a utility bed for a Ford F-350 in the amount of \$10,547.00” is enumerated, this consent item is thereby approved. Two Quotes: Wren - \$10,547 and Chief - \$12,500

29. CONSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2023 THROUGH JUNE 30, 2022 AS WELL AS JULY 1, 2023 THROUGH DECEMBER 31, 2023.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1, 2023 through June 30, 2022 as well as July 1, 2023 through December 31, 2023” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO DECLARE EXCESS CULVERTS, BRIDGE COMPONENTS, AND OTHER MATERIALS NOT ON INVENTORY AS SURPLUS AND TO AUCTION ON GOVDEALS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare excess culverts, bridge components, and other materials not on inventory as surplus and to auction on GovDeals” is enumerated, this consent item is thereby approved.

31. CONSIDERATION TO RENEW ASSET ESSENTIALS SOFTWARE LICENSE AGREEMENT FROM BRIGHTLY SOLUTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to renew Asset Essentials Software License Agreement from Brightly Solutions” is enumerated, this consent item is thereby approved. The agreement follows this page.



Q-308741

Service Term: 36 months (10/01/2022 - 09/30/2025)

Services			
Services Invoice - Year 1			
Item	Start Date	End Date	Investment
Asset Essentials Enterprise	10/1/2022	9/30/2023	26,082.93 USD
- Streets/Signs/Sidewalks Module			Included
- Storm Water Module			Included
- Electric and Gas Module			Included
- Water Distribution and Waste Water Collection Module			Included
- Sanitation Module			Included
- Asset Essentials Inventory			Included
- AE Safety			Included
- Dude Analytics			Included
Subscription			26,082.93 USD
Year 1 Total:			

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

Professional Services	
Consulting Service for 1.0 days	1,795.50 USD
Professional Services Year 1 Total:	1,795.50 USD

Q-308741



Remaining Services Invoices

Item	Annual period Beginning	Investment
Year 2	10/1/2023	27,647.91 USD
Year 3	10/1/2024	29,306.78 USD

**Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Virtual Consulting Services - Statement of Work

Purpose

Brightly's (Company) virtual consulting service is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient deliverables to aid their utilization and achieve a faster ROI. This may include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of your Brightly applications. You will experience faster time to value. Focused virtual consulting services allow a client to focus on their day to day operations and let us take on the burden of one-time tasks related to data, configuration and training. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to their new Brightly application or adoption of new functionality.

Deliverables

The following list is of categories of outcomes that can be achieved through. The specific deliverables included in your service will be documented and presented to you by your Project Coordinator. If additional services are requested, a new Consulting Services SOW may be required. Virtual services are delivered in a minimum of 2 hour increments, or until the desired outcome is reached.

Discovery:

- Virtual Interviews and requirements gathering of current process and desired outcomes. Virtual sessions to review desired outcomes and change management process around configured data, categorizations, end-user provided values and reporting needs.

Data Loading and Account Configuration:

- Data Loading of Pick List values or primary record data (e.g. work orders, events, PM schedules) in your applications. Reviewing, removing duplicates, making recommendations for best alignment of data categories and aligning with Company Import templates for inclusion in your solution.

User Training:

- Administrator and/or Role based user training to include functions associated to specific role permissions. Including maintaining current data in your account, basic or advanced workflow function and non-administrators' recurring activity regarding creation and processing of records.

** Service outcomes may be dependent on the version of the solution the client owns. Verify that your desired outcomes can be achieved with your current application subscription.

Evaluation



At the conclusion of the service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the service. Ongoing communication until the project is complete will be through your Financial Force Community project if the service is incorporated into a larger implementation project, or via email.

Client Assumptions

- Data should be provided in an Excel or CSV format in one sheet or workbook with unique records in each row. Multi-tab spreadsheets or multiple rows of data per record will not import successfully and will require additional services. Company cannot access or extract data from other systems or locations.
- Not all data from a legacy system or database will have a one for one match in your Company solutions. We will work with the client to determine the best approach to capture and map this data.
- Client is responsible for providing login information ahead of time to users, as well as provide devices where the mobile app(if applicable) or web browser is downloaded and up to date.
- Client is responsible for troubleshooting any issues related to their IT infrastructure including network and device management.
- The client will schedule time for the appropriate resources to be available to the consultant for the duration of any confirmed virtual meeting(s). The success of this process is dependent on the attendance and responsiveness of the key stakeholders.
- Client will verify with their Company Project Coordinator that they have the correct versions of applications to allow for requested changes to their data or account configuration.
- The client will also provide a dedicated room or area with adequate technology for successful virtual training, including but not limited to monitor/projector, computers/tablets and wireless internet access.
- Client acknowledges rescheduling or cancelling services within 2 weeks of the confirmed date will require rescheduling based on current availability which may result in delays to the larger implementation project.
- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-308741 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.

8

Signature

Presented to:

Q-308741

Accepted by:

D. Lynn Spruill
Printed Name


Signed Name

Mayor - City of Starkville
Title

11-1-2022
Date

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase F350 chassis-60” cab to axle for replacement of vehicle 128 in the amount of \$40,401.00 and request authorization to accept the lowest and best quote from Wren Body Works LLC for the bed assembly and installation for the service truck for wastewater in the amount of \$29,782.11” is enumerated, this consent item is thereby approved.

2 Quotes: Wren - \$29,782.11 and H & H - \$30,000.00

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the best quote from Michael Box for College view pump station removal in the amount of \$39,647.68 due to completion time” is enumerated, this consent item is thereby approved.

2 Quotes: Box Construction - \$39,647.68 and H and H - \$39,647.68

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill introduced new firefighters: Zalen Brown, David Docher, Gene King, Jackson Powney, Tyun Robinson and Daniel Triplett. Mayor Spruill then noted it will be a MSU home game weekend.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver asked the everyone go by and see the newest mural just off Main Street, noting it was a great asset to the area.

Alderman Sistrunk reminded everyone to go vote November 8.

Alderman Vaughn wished the Starkville High School football team good luck November 3 and encouraged all to go to the game in support of the Yellowjackets.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the upcoming time change and that it will be getting darker soon each day.

PUBLIC APPEARANCES:

STUDENTS FOR A SUSTAINABLE CAMPUS – EMMA VAN EPPS, President

Ms Van Epps presented an overview of the Climate March held October 22, 2022. She asked the City to reinstate curbside recycling, create a sustainable business awards program and enforce building codes. Joining Ms Van Epps was Courtney Cochran, Vice President, Grant Peterson, Campaign Coordinator, and Rebecca Kuruth, Publicity Manager.

SOUTH MONTGOMERY TRAFFIC STUDY – STARKVILLE CHURCH OF GOD

PASTOR DENNIS LAUGHLIN spoke of the history of the Starkville Church of God at Locksley Way and South Montgomery. He then asked that the following letter be placed in the minutes.



starkville
CHURCH OF GOD

100 LOCKSLEY WAY • STARKVILLE, MISSISSIPPI 39759

(662) 323-0352
mail@starkvillecog.com

November 1, 2022

Dear Mayor Spruill & Board of Aldermen,

I am writing this letter in regards to the South Montgomery traffic study going on at the time this letter is being submitted. After speaking with the Mayor, she recommended that I submit a letter to be admitted into the records.

Our church, Starkville Church of God is located on 5 acres on the corner of South Montgomery and Locksley Way, where it has been since relocating from Maxwell Street in 1976. God has blessed our church over the years, and in 2003, plans were drawn up for a new sanctuary that would be located in front of our current sanctuary. Unfortunately, circumstances arose, and that sanctuary was never constructed. Currently, our church is growing again, and that expansion, we believe is in our future. With that expansion, additional parking will be required. Our current property can house that, however, if a large traffic circle were to be constructed, or additional lanes that would take from our property, that would not be possible.

Some years back, the TVA power lines were ran across our property and the church was not consulted. This will be an obstacle to build around, but one that can be overcome. However, if any property were to be taken by eminent domain, that dream would not be possible.

We are aware of the value of our property, and realize that we could sell, make a substantial profit that would enable us to relocate. But we feel that our neighborhood and our proximity to the MSU campus are the very reasons to make sure a church is present; not to mention our Compassion Pantry that feeds hundreds every month.

Therefore, we are requesting the City of Starkville to not consider any option for solving the traffic issue that would take from our property and make it possible to expand our facilities.

Thank you for your time,

God Bless

Dennis Laughlin
Lead Pastor, Starkville Church of God

PUBLIC HEARINGS:

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

Daniel Havelin, City Planner, presented an overview of VA 22-13 a request for a variance from stormwater requirements located at 216 Industrial Park Road in an I zoning district. The applicant, Boardtown Enterprises, LLC, is requesting a variance from stormwater requirements for Umble Coffee located at 216 Industrial Park Road in an I zoning district. The applicant is looking to renovate an existing building to use as a coffee roasting facility. The applicant is requesting relief from the stormwater requirements in section 16.9 of the Unified Development Code (UDC) for this phase to preserve the existing trees.

Mayor Spruill opened the Public Hearing.

Kenneth Thomas, the applicant, addressed the Board and gave an overview of the design and thanked the City for their consideration of approval.

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

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

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion approving VA 22-13: a request for a variance from stormwater requirements located at 216 Industrial Park Road in an I zoning district with the condition that any future expansion of the parking lot or building will require stormwater mitigation. 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 OF VA 22-14: A REQUEST FOR A VARIANCE TO DEVIATE FROM SETBACK REQUIREMENTS FOR AN ACCESSORY STRUCTURE LOCATED AT 230 BANCROFT AVENUE IN TN-N ZONING DISTRICT.

Daniel Havelin, City Planner, presented an overview of VA 22-14: a request for a variance to deviate from setback requirements for an accessory structure located at 230 Bancroft Avenue in TN-N zoning district. The applicant, Joe Couvillion on behalf of Tom Balzli, is requesting a variance from setback requirements for an accessory structure located at 230 Bancroft Avenue. The applicant has built an outdoor fireplace within the 5' side setback of the property. The fireplace is placed less than 1' from the property line. An outdoor fireplace is classified as an accessory structure in the Unified Development Code. The applicant is requesting relief from section 6.3.4 of the Unified Development Code.

Joe Couvillion, the applicant, addressed the Board and gave an overview of the design and thanked the City for their consideration of approval.

Stein McMullen, City Inspector and former Fire Marshall, noted a spark arrestor had been installed to prevent escaping

sparks from being an issue.

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

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

Alderman Rupp, duly seconded by Alderman Carver, offered a motion approving VA 22-14 a request for a variance to deviate from setback requirements for an accessory structure located at 230 Bancroft Avenue in TN-N zoning district with the condition that the outdoor fire place shall either be converted to gas only or a spark arrestor installed on the top of the chimney. 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.

36. CONSIDERATION OF CURBSIDE RECYLING.

Alderman Beatty discussed and then asked that this item be tabled until he had collected sufficient data to present a recycling plan.

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Carver, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of October 25, 2022 for fiscal year ending 9/30/23, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 156,958.12
Restricted Police Fund	002	1,297.29
Restricted Fire Fund	003	99,428.18
Airport Fund	015	101,891.01
Restricted Airport	016	193,594.09
Sanitation	022	7,494.47

Park Bond - 2020	380	1,575,203.73
Economic Dev, Tourism	630	157,497.43
Sub Total Before Utilities		\$ 2,293,364.32
Utilities Dept.	SED	\$ 560,014.46
Total Claims	Total	\$ 2,688,473.86

38. MOTION TO RECESS UNTIL NOVEMBER 15, 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 recess the meeting until November 15, 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 6th DAY OF DECEMBER, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK



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

AGENDA ITEM: MINUTES
AGENDA DATE: 12-6-22
PAGE: 1 of 65

SUBJECT: Request approval of the minutes of the November 15, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the November 15, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 15, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 15, 2022 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Alderman Ben Carver appeared telephonically.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

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

Alderman Brooks offered a motion, duly seconded by Alderman Sistrunk, to approve the November 15, 2022 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
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, 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.

Consent items 2 – 19:

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 18, 2022 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 28, 2022 Work Session meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF UPDATING THE PUBLIC APPEARANCES POLICY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the updated Public Appearance Policy” is enumerated, this consent item is thereby approved.

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.

5. 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

**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:

Lesa Hardin, City Clerk

6. 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, 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” is enumerated, this consent item is thereby approved.

The Resolution follows this page.

7. CONSIDERATION OF THE OCTOBER 2022 FINANCIAL STATEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “acceptance of the October 2022 Financial Statements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO HIRE TIARA COLE AS A UTILITIES OPERATIONS COORDINATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Tiara Cole as a Utilities Operations Coordinator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO RECLASSIFY DENISHA PATEN’S ROLE TO SERVE AS AN EXECUTIVE ADMINISTRATIVE ASSISTANT FOR THE SANITATION & STREET DEPARTMENTS WITH THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to reclassify Denisha Paten’s role to serve as an Executive Administrative Assistant for the Sanitation & Street Departments at a pay rate of \$22.11 per hour with a 50/50 pay split between the Sanitation and Street Departments” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE PERRY AGNEW AS MAINTENANCE WORKER IN THE STREET DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Perry Agnew as Maintenance Worker in the Street Department at a pay rate of \$14.00 per hour” is enumerated, this consent item is thereby approved.

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 Regions Equipment Finance Corporation, 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, 7 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	3.80%
2024	\$555,000	3.80%
2025	\$580,000	3.80%
2026	\$605,000	3.80%
2027	\$625,000	3.80%
2028	\$650,000	3.80%
2029	\$680,000	3.80%
2030	\$705,000	3.80%

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 Brooks moved and Alderman Sistrunk seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, November 15, 2022.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Attachment A

Proof of Publication

Starkville Daily News

November 2, 2022, and November 9, 2022

AFFP
NOTICE OF BOND SALE

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

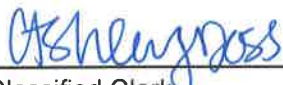
Ashley Doss, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

November 02, 2022, November 09, 2022

That said newspaper was regularly issued and circulated on those dates.

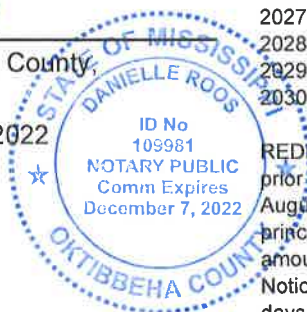
SIGNED:


Classified Clerk

Subscribed to and sworn to me this 9th day of November 2022.


Danielle Roos, Notary Public, Oktibbeha County,
Mississippi

My commission expires: December 07, 2022



00001631 00099189

Brandi Ford
Watkins & Eager, PLLC (SDN)
P.O. Box 650
Jackson, MS 39205

NOTICE OF BOND SALE

\$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2022
CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive bids, which may be in electronic form, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of \$5,000,000 General Obligation Public Improvement Bonds, Series 2022, of the Municipality (the "Bonds"), on Tuesday, November 15, 2022, until the hour of 3:00 p.m. CST, and such bids should be delivered to the City Clerk at her office in the City Hall of the Municipality located at 110 West Main Street, Starkville, Mississippi, 39759, or in electronic form as described herein. The City Clerk will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place. Immediately following said time on said date, said bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. CST on Tuesday, November 15, 2022. All bids will remain firm for 4 hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Bonds will be registered as to both principal and interest; will be dated and bear interest from December 6, 2022; will be issued on December 6, 2022; will be delivered in definitive form as registered bonds; will be issued in the denomination of \$100,000 each or integral multiples of \$1,000 thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest from the date thereof, payable on August 1, 2023, and semiannually thereafter on February 1 and August 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale (the "Notice").

MATURITIES: The Bonds will mature serially, with option of prior payment, on August 1 in each of the years and amounts as follows:

YEAR	AMOUNT
2023	\$600,000
2024	\$555,000
2025	\$580,000
2026	\$605,000
2027	\$625,000
2028	\$650,000
2029	\$680,000
2030	\$705,000

REDEMPTION: Bonds maturing after August 1, 2026, are subject to redemption prior to their respective maturities at the election of the Municipality on and after August 1, 2026, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent (as defined hereinafter).

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Act"), and the resolution authorizing and directing the issuance of the Bonds adopted by the Governing Body of the Municipality on June 21, 2022 (the "Bond Resolution"), and will be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other

moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due. Other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds include, but are not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto.

PURPOSE: The Bonds are being issued to provide funds for the purpose of erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the "Authorized Purpose").

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for \$5,000,000 General Obligation Public Improvement Bonds, Series 2022, of the City of Starkville, Mississippi." All bids should be submitted in substantially the form prepared by the Municipality as the Official Bid Form. A copy of the Official Bid Form may be obtained from the City Clerk of the Municipality at l.hardin@cityofstarkville.org, from Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at pierce.moore@stephens.com and max.neely@stephens.com, or from Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel") at bdavis@watkinseager.com. All bids submitted in electronic form should be delivered via email to the Municipal Advisor at pierce.moore@stephens.com and max.neely@stephens.com. All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Bonds will not bear a greater overall maximum interest rate to maturity than 11% per annum, nor will the interest rate for any one maturity exceed 11% per annum. No Bond will bear more than 1 rate of interest; each Bond will bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity will bear the same rate of interest from date to maturity; and the lowest interest rate specified will not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1% and a 0% rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a wire transfer, or cashier's check, certified check, or exchange, issued or certified by a bank payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$100,000 as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All good faith deposits of unsuccessful bidders will be returned immediately upon award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith deposit will be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY: Unless specifically requested by the purchaser, the Bonds are not anticipated to be initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-entry system of registration. If requested, purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners. All expenses in relation to DTC will be the responsibility of and will be paid for by the purchaser.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest true interest cost to the Municipality, which will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the

bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the true interest cost (computed to 6 decimal places), but such statement will not be considered a part of the bid. All bids will remain firm for 4 hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder will have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within 60 days from the date of sale thereof, and in such event the Governing Body will return to said bidder its good faith deposit. The Governing Body will have the right, at its option, to cancel its agreement to sell the Bonds if within 5 days after the tender of the Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Bonds, and in such event the Governing Body will retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The Municipality anticipates the City Clerk of the Municipality will serve as the paying agent, registrar, and transfer agent. However, the successful bidder may designate a bank or trust company located within the State of Mississippi (the "State") to serve as paying agent (the "Paying Agent") for the Bonds within 48 hours of the date of sale of the Bonds, subject to the approval of the Governing Body. The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to Registered Owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within 30 days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor will be made in immediately available funds.

CUSIP NUMBERS: Unless specifically requested by the purchaser, it is not anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any bond nor any error with respect thereto will constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds will be paid by the Municipality; the CUSIP Service Bureau charge for the assignment of said numbers will be the responsibility of and will be paid for by the purchaser.

RATING: The Bonds will not be submitted for a municipal bond rating. The Municipality currently has recent outstanding bonds holding ratings of A1 from Moody's Investors Service.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Bond Counsel. In the opinion of Bond Counsel, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a no-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS": The Municipality has designated the Bonds as "qualified tax-exempt obligations" within the meaning and for purposes of Section 265(b)(3) of the Code.

ISSUE PRICE: The successful bidder shall assist the Municipality in establishing the issue price of the Bonds and shall execute and deliver to the Municipality at the closing for the Bonds a certification that the purchaser is purchasing the Bonds for the offering price, is not acting as an underwriter with respect to the Bonds, has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds), has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds, and has not agreed with the Municipality pursuant to a written agreement to sell the Bonds to persons other than the purchaser or a related party to the purchaser.

CONTINUING DISCLOSURE: The Bonds are not subject to any continuing disclosure requirements pursuant to S.E.C. Rule 15(c)2-12(b)(5).

INDEPENDENT REGISTERED MUNICIPAL ADVISOR. Stephens Inc., Ridgeland, Mississippi, is acting as "independent registered municipal advisor" to the Municipality in regard to the issuance of the Bonds (the "Municipal Advisor"), and is not acting as an underwriter or a placement agent in regard to the issuance of the Bonds.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on June 21, 2022.

City of Starkville, Mississippi
/s/ Lesa Hardin, City Clerk

Publication Instructions:
The Starkville Daily News
November 2, 2022, and November 9, 2022

Attachment B

Submitted Bids

OFFICIAL BID FORM

November 15, 2022

Mayor and Board of Aldermen
City of Starkville, Mississippi
Attn: Lesa Hardin, City Clerk
110 West Main Street
Starkville, Mississippi 39759

Re: Bid for \$5,000,000 General Obligation Public Improvement Bonds, Series 2022

Ladies and Gentlemen:

We hereby offer to pay \$ 5,000,000 for the \$5,000,000 General Obligation Public Improvement Bonds, Series 2022 (the "Bonds"), of the City of Starkville, Mississippi (the "Municipality"), dated, bearing interest from, and to be delivered on December 6, 2022, in definitive form as registered bonds, as described in the Notice of Bond Sale dated June 21, 2022 (the "Notice of Bond Sale"). This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds will bear interest payable on August 1, 2023, and semiannually thereafter on February 1 and August 1 of each year, and will mature, with option of prior payment as detailed in the Notice of Bond Sale, on August 1 in the years and principal amounts, and bear interest at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2023	\$600,000	3.80 %
2024	\$555,000	3.80 %
2025	\$580,000	3.80 %
2026	\$605,000	3.80 %
2027	\$625,000	3.80 %
2028	\$650,000	3.80 %
2029	\$680,000	3.80 %
2030	\$705,000	3.80 %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 819,237.78, the net interest cost (deducting premium of \$ 0, if any) to be \$ 819,237.78, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.80% percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$100,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

All bids submitted in electronic form should be delivered via email to Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at pierce.moore@stephens.com and max.neely@stephens.com. All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

BIDDER NAME: Regions Equipment Finance Corporation

BIDDER SIGNATURE: Steven Dawe

TITLE: Senior Vice President

LOCATION: Ridgeland, MS

ASSOCIATES (if any):

Justin Casano



Joe Arndt
Senior Vice President
Webster Bank
Athens, GA 30601
(706) 461-0274
Email: jarndt@websterbank.com
Website: www.websterbank.com

November 15, 2022

City of Starkville, Mississippi
Office of the City Clerk
110 West Main Street
Starkville, MS 39759

Re: General Obligation Public Improvement Bonds, Series 2022

Webster Bank is pleased to present this proposal (the "Term Sheet") to the City of Starkville, subject to final credit approval, in connection with the above-referenced financing. Working with Webster Bank has several major advantages, including:

- **Experience and Expertise:** Each member of the Webster Bank Public Finance team has significant experience regarding the financing of essential governmental equipment and projects and can help you document your financing in a manner that complies with applicable local laws.
- **Financial Capability:** The Webster Bank Public Finance team is part of Webster Bank, a publicly traded commercial bank, which has the capability of funding tax-exempt and taxable financings on a nationwide basis.
- **Reliability:** The Webster Public Finance team prides itself on excellent customer service and the prompt closing of awarded transactions.

We look forward to working with you and your team on this assignment, and please do not hesitate to contact us with any questions, comments, or concerns. We are positive that you'll enjoy working with Webster Bank.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph W. Arndt'.

Joseph W. Arndt
Senior Vice President
jarndt@websterbank.com
www.websterbank.com



Joe Arndt
Senior Vice President
Webster Bank
Athens, GA 30601
(706) 461-0274
Email: jarndt@websterbank.com
Website: www.websterbank.com

TERM SHEET

TYPE OF FINANCING: General Obligation Public Improvement Bonds, Series 2022

BORROWER: City of Starkville, Mississippi

LENDER: Webster Bank, National Association or an affiliated entity

AMOUNT FINANCED: \$5,000,000

PURPOSE/USE: The Bonds are being issued to provide funds for the purpose of erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the "Authorized Purpose").

TERM: Approximately 7.7 years with final maturity on 8/1/2030

AMORTIZATION:

<u>YEAR</u>	<u>AMOUNT</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

WAL not to exceed 4.4 years.

PAYMENT STRUCTURE:	Interest on the Loan will accrue from the date of Closing and will be payable February 1 and August 1 of each year commencing February 1, 2023 and will be calculated on the basis of a 360-day year consisting of twelve 30-day months.
ANTICIPATED CLOSING DATE:	December 6, 2022
INTEREST RATES:	A tax-exempt interest rate of 3.82%
INTEREST RATE LOCK:	The Interest Rates quoted above are valid through December 6, 2022.
SECURITY:	The Bonds will be issued pursuant to the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Act"), and the resolution authorizing and directing the issuance of the Bonds adopted by the Governing Body of the Municipality on June 21, 2022 (the "Bond Resolution"), and will be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due. Other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds include, but are not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto.
PREPAYMENT:	Beginning August 1, 2026, the Borrower shall have the right to pre-pay the Loan in whole (or in part subject to mutually agreed upon parameters) on any business day by paying the Principal Balance plus any outstanding interest due, provided the Borrower gives Lender at least thirty (30) days prior written notice of its intent to do so. The Redemption Price, as a percentage of the then outstanding Loan balance, shall be equal to 100%.
FEES OF LENDER:	None.
DOCUMENTATION:	Borrower shall provide the documentation for the Bond, subject to review & approval by Lender. The Lender will use Gilmore & Bell as counsel to review the documents. The City will be required

to send the Lender financial statements on an annual basis by agreed upon dates.

ASSIGNMENT:

Webster Bank (the “Purchaser/Lender”) is purchasing the bonds as a vehicle for making a commercial loan for its own account with the present intent to hold the bonds to maturity or earlier prepayment, and without any present intent to distribute or sell any interest therein or portion, provided, however, the Purchaser/Lender reserves the right – without the consent of (but with notice to) the Borrower - to assign, transfer or convey the bonds or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Borrower, unless and until the Purchaser/Lender has delivered to the Borrower written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner of the bonds or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing in the bonds shall limit the right of the Purchaser/Lender or its assignees to sell or assign participation interests in the bonds to one or more entities listed in (i) or (ii). Webster Bank will sign an Investment Letter upon award, which states, among other usual and customary matters, that it intends to hold the obligation until maturity or early redemption as described above and has performed its own due diligence, evaluation, and investment decision without reliance upon others.

IRS CIRCULAR 230 DISCLOSURE:

Lender and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Lender of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ADVISORY DISCLOSURE:

Webster Bank is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, Webster Bank is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Webster Bank to the Borrower. The Borrower may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the Borrower’s behalf.

CREDIT APPROVAL:

Although favorably prescreened, the Loan is subject to final approval by Webster Bank and the negotiation of mutually

acceptable documentation. For due diligence, Lender will require Borrower's three (3) most recent audited financial statements, its most recently adopted budget, and any other information that Lender may reasonably require.

PROPOSAL EXPIRATION:

Unless accepted by the Borrower or extended in writing by Lender at its sole discretion, this Term Sheet shall expire at 5:00 CST on 11/17/2022. Once accepted, this Term Sheet shall expire if the Loan is not funded by 12/6/2022.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment, and we will use good faith efforts to negotiate and finance the Loan based on the terms herein. It is a pleasure to offer this financing proposal and we look forward to your favorable review.

Sincerely,



Joseph W. Arndt
Senior Vice President
jarndt@websterbank.com
www.websterbank.com

Agreed to and Accepted by:
City of Starkville, Mississippi

_____ (Name)

_____ (Title)

_____ (Date)

ABOUT – Webster Bank

The public finance group of Webster Bank provides tax-exempt and taxable financing solutions on a nationwide basis for state & local governments, non-profit corporations, and the federal government. Projects financed include virtually all types of essential capital items, including equipment, vehicles, energy efficiency & renewable energy equipment, and real property. Financing terms are tied to the useful life of the capital improvements and range from 1 to 20 years. Each member of the public finance team has 15 or more years of lending experience and is committed to the timely closing of awarded transactions.

CONTACT INFORMATION

For more information about this financing opportunity, please contact:

Joe Arndt

Senior Vice President

Webster Bank

Phone: (706) 461-0274

Email: jarndt@websterbank.com



Truist Financial Corporation

Governmental Finance

5130 Parkway Plaza Blvd.
Charlotte, North Carolina 28217
Phone (704) 954-1700

November 15, 2022

To: CITY OF STARKVILLE, MISSISSIPPI

Truist Bank (“Lender”) is pleased to offer this proposal for the financing requested by the CITY OF STARKVILLE MS (“Borrower”).

PROJECT: General Obligation Public Improvement Bonds, Series 2022

AMOUNT: \$5,000,000

MATURITY DATE: August 1, 2030

INTEREST RATE: 3.97%

TAX STATUS: Tax Exempt-Bank Qualified

PAYMENTS: Interest: Semi-Annual
Principal: Annual

INTEREST RATE CALCULATION: 30/360

SECURITY: General Obligation – full faith and credit pledge

PREPAYMENT TERMS: Prepayable in whole on any payment date without penalty

RATE EXPIRATION: December 23, 2022

LEGAL REVIEW FEE: \$7,500, payable through financing proceeds

FUNDING: The financing shall be fully funded at closing and allow for a maximum of four funding disbursements in the form of wires or checks.

DOCUMENTATION: It shall be the responsibility of the Borrower to retain and compensate counsel to appropriately structure the financing documents according to Federal and State statutes. Documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Code. These provisions must be acceptable to Lender.

Lender shall also require the Borrower to provide an unqualified bond counsel opinion, a no litigation certificate, and evidence of IRS Form 8038 filing. Lender and its counsel reserve the right to review and approve all documentation before closing. Lender will not be required to present the bond for payment.

**REPORTING
REQUIREMENTS:**

Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing or in accordance with state requirements.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at 704-954-1704 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank

A handwritten signature in black ink, appearing to read 'William B. DaSilva', with a stylized flourish at the end.

William B. DaSilva
Director

OFFICIAL BID FORM

November 15, 2022

Mayor and Board of Aldermen
City of Starkville, Mississippi
Attn: Lesa Hardin, City Clerk
110 West Main Street
Starkville, Mississippi 39759

Re: Bid for \$5,000,000 General Obligation Public Improvement Bonds, Series 2022

Ladies and Gentlemen:

We hereby offer to pay \$ 5,000,000.00 (par) for the \$5,000,000 General Obligation Public Improvement Bonds, Series 2022 (the "Bonds"), of the City of Starkville, Mississippi (the "Municipality"), dated, bearing interest from, and to be delivered on December 6, 2022, in definitive form as registered bonds, as described in the Notice of Bond Sale dated June 21, 2022 (the "Notice of Bond Sale"). This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds will bear interest payable on August 1, 2023, and semiannually thereafter on February 1 and August 1 of each year, and will mature, with option of prior payment as detailed in the Notice of Bond Sale, on August 1 in the years and principal amounts, and bear interest at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2023	\$600,000	4.30000 %
2024	\$555,000	4.30000 %
2025	\$580,000	4.30000 %
2026	\$605,000	4.30000 %
2027	\$625,000	4.30000 %
2028	\$650,000	4.30000 %
2029	\$680,000	4.30000 %
2030	\$705,000	4.30000 %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 927,032.22, the net interest cost (deducting premium of \$ 0, if any) to be \$ 927,032.22, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 4.30000 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$100,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

All bids submitted in electronic form should be delivered via email to Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at pierce.moore@stephens.com and max.neely@stephens.com. All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

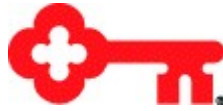
BIDDER NAME: Trustmark Bank

BIDDER SIGNATURE:  _____

TITLE: President/Starkville

LOCATION: Starkville

ASSOCIATES (if any):



City of Starkville, Mississippi
General Obligation Public Improvement Bonds, Series 2022
Summary of Terms and Conditions
November 14, 2022

This Financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. ("KGF"). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Borrower's officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF's consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.

Key Government Finance, Inc., ("Lender") is pleased to provide the following term sheet for a direct purchase financing structure to the City of Starkville, Mississippi.

Lender:	Key Government Finance, Inc. ("KGF").
Borrower/Issuer:	City of Starkville, Mississippi (the "Municipality").
Issue:	General Obligation Public Improvement Bonds, Series 2022 (the "Bonds").
Facility:	Tax-Exempt Bank Qualified Direct Purchase of the Issue by the Lender.
Amount:	\$5,000,000. All proceeds of the Facility will be disbursed at closing.
Use of Proceeds:	The Bonds are being issued to provide funds for the purpose of erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the "Authorized Purpose").
Facility Terms:	The anticipated closing date for this Facility is December 6, 2022 ("Anticipated Closing Date"). The final maturity date for this Facility is August 1, 2030 ("Final Maturity"). KGF will purchase the Facility through Final Maturity.

Repayment:	Annual principal payments commencing August 1, 2023 through Final Maturity. Semi-annual interest payments commencing August 1, 2023 through Final Maturity. Any amortization that differs from the debt service schedule in the RFP and increases the average life of 51 months may result in an adjustment to the interest rate provided.
Interest Rate:	4.325% The interest rate needs to be accepted by the Borrower no later than November 22, 2022 and would be valid for closing on or before the Anticipated Closing Date.
Interest Day Count:	30/360
Prepayment:	The Facility may be prepaid in whole, but not in part, anytime at par plus accrued interest. Partial prepayment may be available upon request.
Costs of Issuance:	Borrower will be responsible for costs related to this financing including but not limited to Bond and Borrower's Counsel fees. Lender plans to use Kutak Rock LLP as outside legal counsel (<u><i>Lender to pay their Counsel's fee</i></u>). Attorney contact information is provided below: Andrew P. Romshek Kutak Rock LLP 1650 Farnam Street Omaha, NE 68102-2186 D (402) 231-8797 O (402) 346-6000 Andrew.Romshek@KutakRock.com www.KutakRock.com
Security:	The Bonds will be issued pursuant to the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Act"), and the resolution authorizing and directing the issuance of the Bonds adopted by the Governing Body of the Municipality on June 21, 2022 (the "Bond Resolution"), and will be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due. Other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds include, but are not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto.

Financial Reporting:	Borrower shall provide to the Lender or post on EMMA: 1. Annual audited financial statements including operating statistics within 270 days of Borrower's fiscal year end. 2. Other financial reports as Lender may reasonably request.
Default Rate:	3% above the current interest rate for any outstanding payments in default (the "Default Rate"), upon the occurrence of a default that is not cured within 90 days, the Default Rate shall apply to all outstanding principal, until the default has been cured.
Event of Taxability & Gross-Up:	In the Event of Taxability based on the action or inaction of the Borrower or any misrepresentation or warranty by the Borrower, the tax-exempt interest rate on the Facility would convert to the taxable interest rate of 5.475%.
Documents:	All documents shall be attorney prepared and in form and substance acceptable to the Lender and its legal counsel, including legal opinions customary for transactions of this nature. Documentation must include the following: "No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Facility shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation". Bond counsel will provide a Validity Opinion regarding the legality, validity, and enforceability of the Facility and a Tax Opinion regarding the tax-exempt nature of the interest earnings on the financing.
Conditions Precedent to Closing:	Borrower's obligation will be subject to such terms and conditions that Lender may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the Facility documents. Without limitation, such terms and conditions shall include: 1. Absence of Default. 2. Accuracy of Representations and Warranties. 3. Negotiation and Execution of satisfactory closing documents. 4. Absence of material adverse change in financial condition of Borrower during the period from the date hereof to the Closing Date.
Paying Agent:	While Lender can provide billing and servicing, Lender is not able to act as a Paying Agent.
Good Faith Deposit:	Lender will provide the requested Good Faith Deposit upon receipt of being awarded the Facility.

Proposal Acceptance/Expiration

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

“(a) Key Government Finance (“KGF”) is not recommending an action to you as the municipal entity or obligated person; (b) KGF is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (c) KGF is acting for its own interests; and (d) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.”

Key Government Finance, Inc. (i) is an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of the Key Government Finance, Inc., is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

Lender notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the “Patriot Act”), that Lender is required to obtain, verify and record all information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Patriot Act.

Lender acknowledges that, in connection with Borrower’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by Borrower pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Borrower may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice of its incurrence of its obligations under this Facility and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Facility, in each case including a description of the material terms thereof (each such notice, an “EMMA Notice”). Borrower shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lender or any Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Borrower acknowledges and agrees that Lender is not responsible in connection with any EMMA Notice relating to this Facility for Borrower’s compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

The Lender will make a loan by purchasing the Facility under the following additional conditions: (i) the Facility is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state; (ii) the Lender will hold the Facility as one single debt instrument; (iii) no CUSIP numbers will be obtained for the Facility; (iv) no final official Statement has been prepared in connection with the private placement of the Facility; (v) the Facility will not close through the DTC or any similar repository and will not be in

book entry form; and (vi) the Facility will not be listed on any stock or other securities exchange.

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire in ten (10) business days if we have not received an authorized signed copy on or before such date.

The Lender is a subsidiary of KeyBank, N.A. KGF's portfolio consists of over \$5.2 billion of tax-exempt leases, loans, and bonds for municipalities, not-for-profits, and manufacturers across the United States.

Thank you for allowing us the opportunity to present this Proposal. If you have any questions, please call me at 720-904-4262.

Sincerely,

Danny Bild

Danny Bild
Vice President – Program Management
Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior, CO 80027
Daniel.Bild@Key.Com

APPROVED THIS ____ DAY OF _____, 2022

City of Starkville, Mississippi

By: _____

Print Name: _____

Title: _____

OFFICIAL BID FORM

November 15, 2022

Mayor and Board of Aldermen
City of Starkville, Mississippi
Attn: Lesa Hardin, City Clerk
110 West Main Street
Starkville, Mississippi 39759

Re: Bid for \$5,000,000 General Obligation Public Improvement Bonds, Series 2022

Ladies and Gentlemen:

We hereby offer to pay \$ 5,000,000 for the \$5,000,000 General Obligation Public Improvement Bonds, Series 2022 (the "Bonds"), of the City of Starkville, Mississippi (the "Municipality"), dated, bearing interest from, and to be delivered on December 6, 2022, in definitive form as registered bonds, as described in the Notice of Bond Sale dated June 21, 2022 (the "Notice of Bond Sale"). This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds will bear interest payable on August 1, 2023, and semiannually thereafter on February 1 and August 1 of each year, and will mature, with option of prior payment as detailed in the Notice of Bond Sale, on August 1 in the years and principal amounts, and bear interest at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2023	\$600,000	<u>4.60</u> %
2024	\$555,000	<u>4.60</u> %
2025	\$580,000	<u>4.60</u> %
2026	\$605,000	<u>4.60</u> %
2027	\$625,000	<u>4.60</u> %
2028	\$650,000	<u>4.60</u> %
2029	\$680,000	<u>4.60</u> %
2030	\$705,000	<u>4.60</u> %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 1,071,570, the net interest cost (deducting premium of \$ 0.00, if any) to be \$ 1,071,570, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 4.60 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$100,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

All bids submitted in electronic form should be delivered via email to Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at pierce.moore@stephens.com and max.neely@stephens.com. All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

BIDDER NAME: Clayton Jarvis, FNB Oxford Bank

BIDDER SIGNATURE: 

TITLE: Vice President

LOCATION: Tupelo, MS / Oxford, MS

ASSOCIATES (if any):

OFFICIAL BID FORM

November 15, 2022

Mayor and Board of Aldermen
City of Starkville, Mississippi
Attn: Lesa Hardin, City Clerk
110 West Main Street
Starkville, Mississippi 39759

Re: Bid for \$5,000,000 General Obligation Public Improvement Bonds, Series 2022

Ladies and Gentlemen:

We hereby offer to pay \$ 5,000,000 for the \$5,000,000 General Obligation Public Improvement Bonds, Series 2022 (the "Bonds"), of the City of Starkville, Mississippi (the "Municipality"), dated, bearing interest from, and to be delivered on December 6, 2022, in definitive form as registered bonds, as described in the Notice of Bond Sale dated June 21, 2022 (the "Notice of Bond Sale"). This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds will bear interest payable on August 1, 2023, and semiannually thereafter on February 1 and August 1 of each year, and will mature, with option of prior payment as detailed in the Notice of Bond Sale, on August 1 in the years and principal amounts, and bear interest at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2023	\$600,000	<u>5.00</u> %
2024	\$555,000	<u>5.00</u> %
2025	\$580,000	<u>5.00</u> %
2026	\$605,000	<u>5.00</u> %
2027	\$625,000	<u>5.00</u> %
2028	\$650,000	<u>5.00</u> %
2029	\$680,000	<u>5.00</u> %
2030	\$705,000	<u>5.00</u> %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 1,077,944.44, the net interest cost (deducting premium of \$ 0, if any) to be \$ 1,077,944.44, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 5.00 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$100,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

All bids submitted in electronic form should be delivered via email to Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at pierce.moore@stephens.com and max.neely@stephens.com. All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

BIDDER NAME: Guaranty Bank & Trust Co.

BIDDER SIGNATURE: Blich Kurx

TITLE: Sr VP & CFO

LOCATION: Belzoni, MS

ASSOCIATES (if any):

Attachment C

Accepted Bid

OFFICIAL BID FORM

November 15, 2022

Mayor and Board of Aldermen
City of Starkville, Mississippi
Attn: Lesa Hardin, City Clerk
110 West Main Street
Starkville, Mississippi 39759

Re: Bid for \$5,000,000 General Obligation Public Improvement Bonds, Series 2022

Ladies and Gentlemen:

We hereby offer to pay \$ 5,000,000 for the \$5,000,000 General Obligation Public Improvement Bonds, Series 2022 (the "Bonds"), of the City of Starkville, Mississippi (the "Municipality"), dated, bearing interest from, and to be delivered on December 6, 2022, in definitive form as registered bonds, as described in the Notice of Bond Sale dated June 21, 2022 (the "Notice of Bond Sale"). This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, which by reference is hereby made a part of this bid.

Pursuant to the Notice of Bond Sale, the Bonds shall not bear a greater overall maximum interest rate to maturity than 11% per annum, nor shall the interest rate for any one maturity exceed 11% per annum. No Bond shall bear more than 1 rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1%, and a 0% rate of interest cannot be named.

The Bonds will bear interest payable on August 1, 2023, and semiannually thereafter on February 1 and August 1 of each year, and will mature, with option of prior payment as detailed in the Notice of Bond Sale, on August 1 in the years and principal amounts, and bear interest at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2023	\$600,000	3.80 %
2024	\$555,000	3.80 %
2025	\$580,000	3.80 %
2026	\$605,000	3.80 %
2027	\$625,000	3.80 %
2028	\$650,000	3.80 %
2029	\$680,000	3.80 %
2030	\$705,000	3.80 %

Based upon the interest rate or rates specified above, we compute the gross interest cost to the Municipality to be \$ 819,237.78, the net interest cost (deducting premium of \$ 0, if any) to be \$ 819,237.78, and the average annual net interest rate from the date of the Bonds to their respective maturities to be 3.80% percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A good faith deposit in the form of a wire transfer or a cashier's check, certified check, or exchange, issued or certified by a bank and payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of \$100,000 accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (a) if this bid be not accepted or (b) if the Municipality should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

All bids submitted in electronic form should be delivered via email to Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at pierce.moore@stephens.com and max.neely@stephens.com. All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

BIDDER NAME: Regions Equipment Finance Corporation

BIDDER SIGNATURE: Steven Dawe

TITLE: Senior Vice President

LOCATION: Ridgeland, MS

ASSOCIATES (if any):

Justin Casano

Acceptance

The above proposal accepted by resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on November 15, 2022, and receipt of the within-mentioned check, is hereby acknowledged this day, November 15, 2022.

City of Starkville, Mississippi

(seal)

City Clerk

Exhibit A

Role of Lender: The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Resolution and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Resolution, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the County has been informed that the County should discuss this Resolution and any such other information, materials or communications with any and all internal and external advisors and experts that the County, respectively, deem appropriate before acting on this Resolution or any such other information, materials or communications.

Privately Negotiated Loan. The Borrower acknowledges and agrees that the Lender is purchasing the Bonds in evidence of a privately negotiated loan and in that connection the note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

US Patriot Act: The County represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Authority further represents and warrants to the Lender that the County and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Transfer Provisions: The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.

Partial Redemptions: All prepaid principal must be applied in the inverse order of maturities or sinking fund redemptions

11. 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the name of Batters Boulevard located at Cornerstone Park” is enumerated, this consent item is thereby approved.

13. ACCEPTANCE 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

14. CONSIDERATION 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

15. APPROVAL 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.

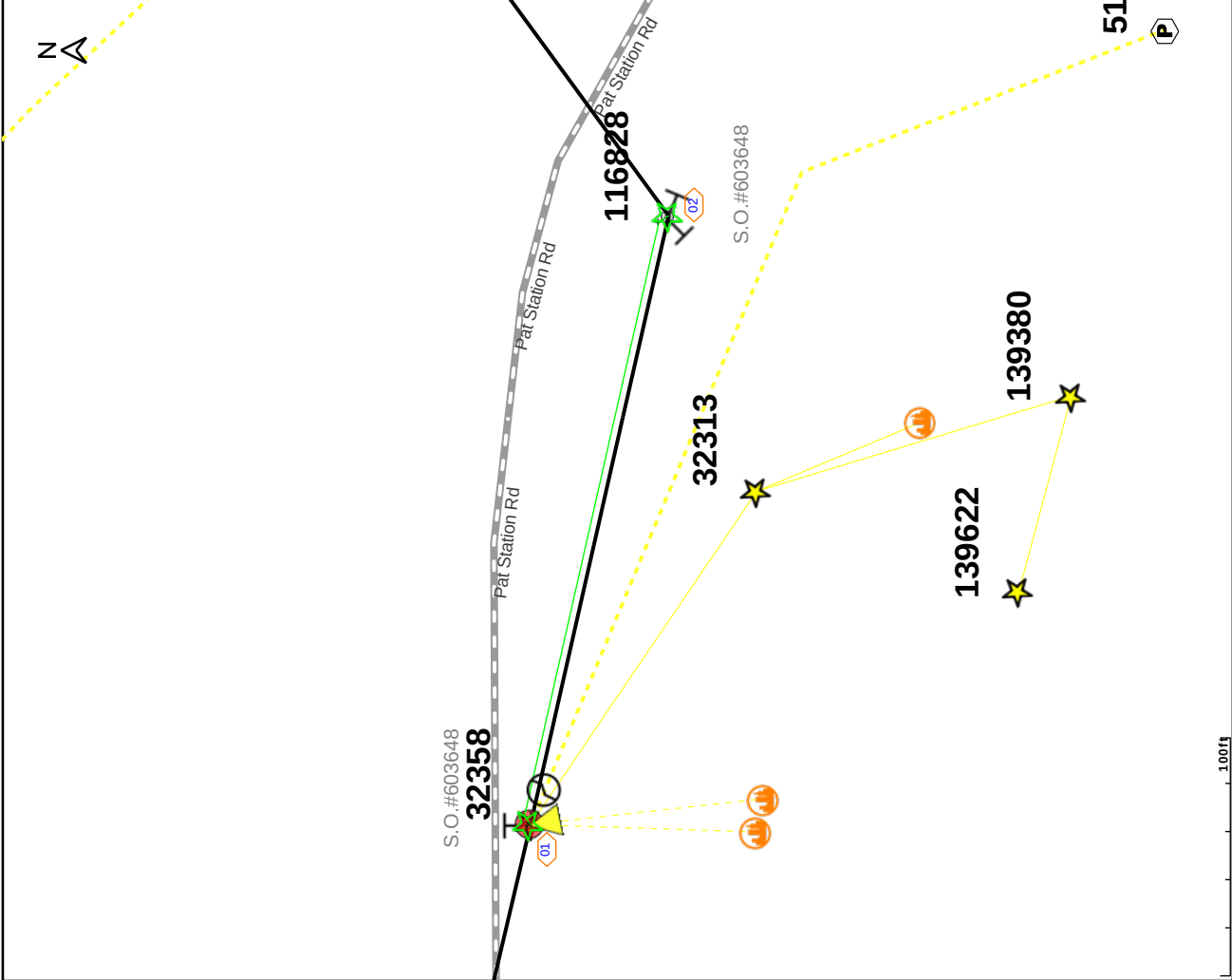
Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the Mayor to execute the work order request from Four County in the estimated amount of \$4,118.54 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” is enumerated, this consent item is thereby approved.
The work order follows this page.



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:



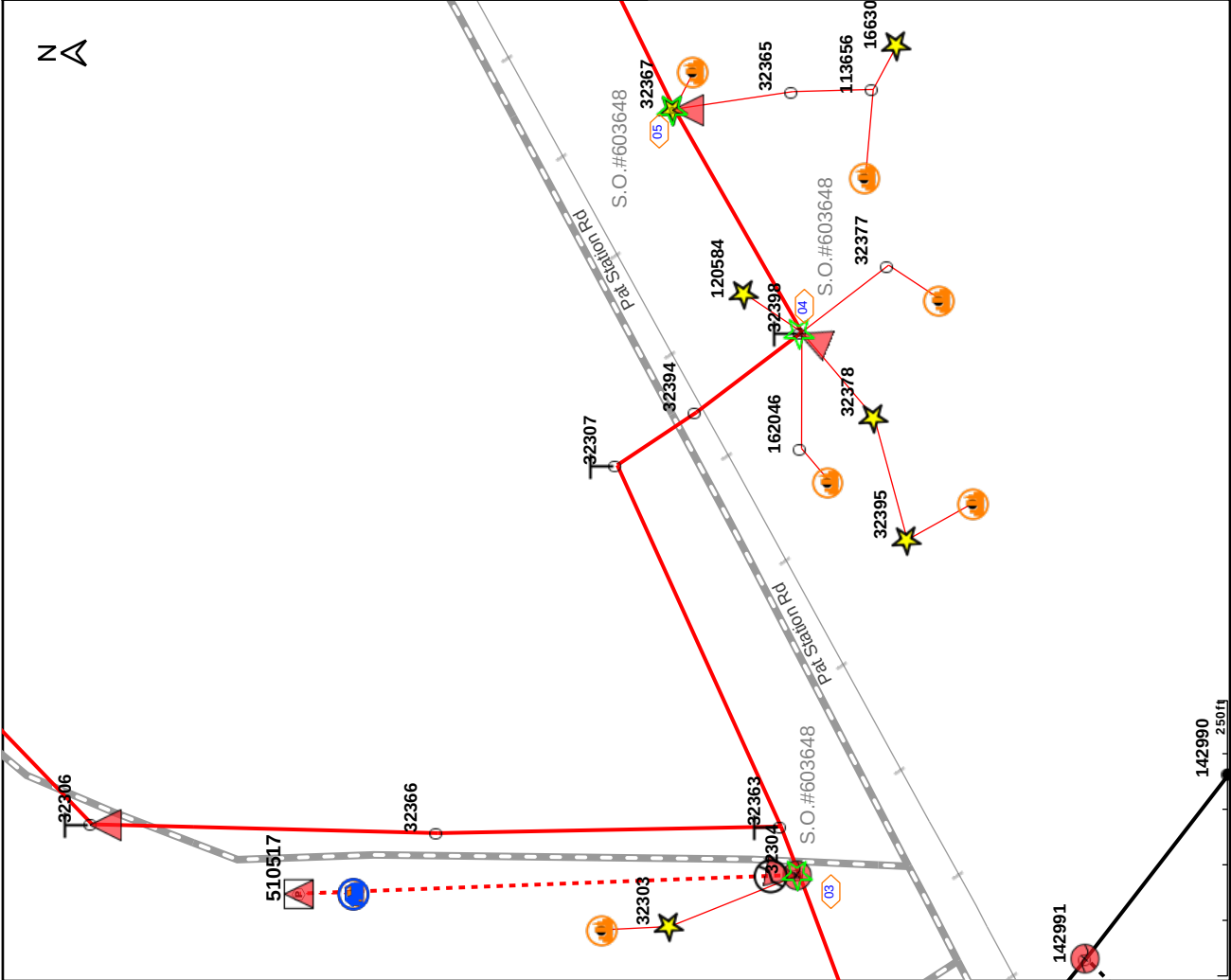
01 Backspan 0 Comments: EX (1) 45 EX (1) C1-1 EX (1) E1-2 EX (1) E3-10 EX (1) F1-3S EX (1) G2-25S EX (1) GS5 EX (1) K11 EX (1) M2-11 EX (1) M26-5-48 EX (1) PHMB-1 EX (4) SOB-12 EX (4) SOBS-2 EX (1) UM2 EX (2) UM5 N (1) M26-5-48S	02 Backspan 265 Comments: EX (1) 45 EX (2) C7-F8 EX (2) E1-2 EX (2) E1-2 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:			



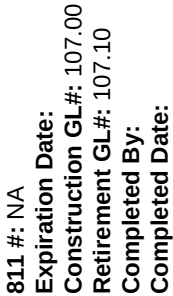
811 #: NA
Expiration Date:
Construction GL#: 107.00
Retirement GL#: 107.10
Completed By:
Completed Date:

Physical Location: PAT STATION AND OLD
WP RD
Map Location #: 407-06-9700
Substation: LAKESIDE
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

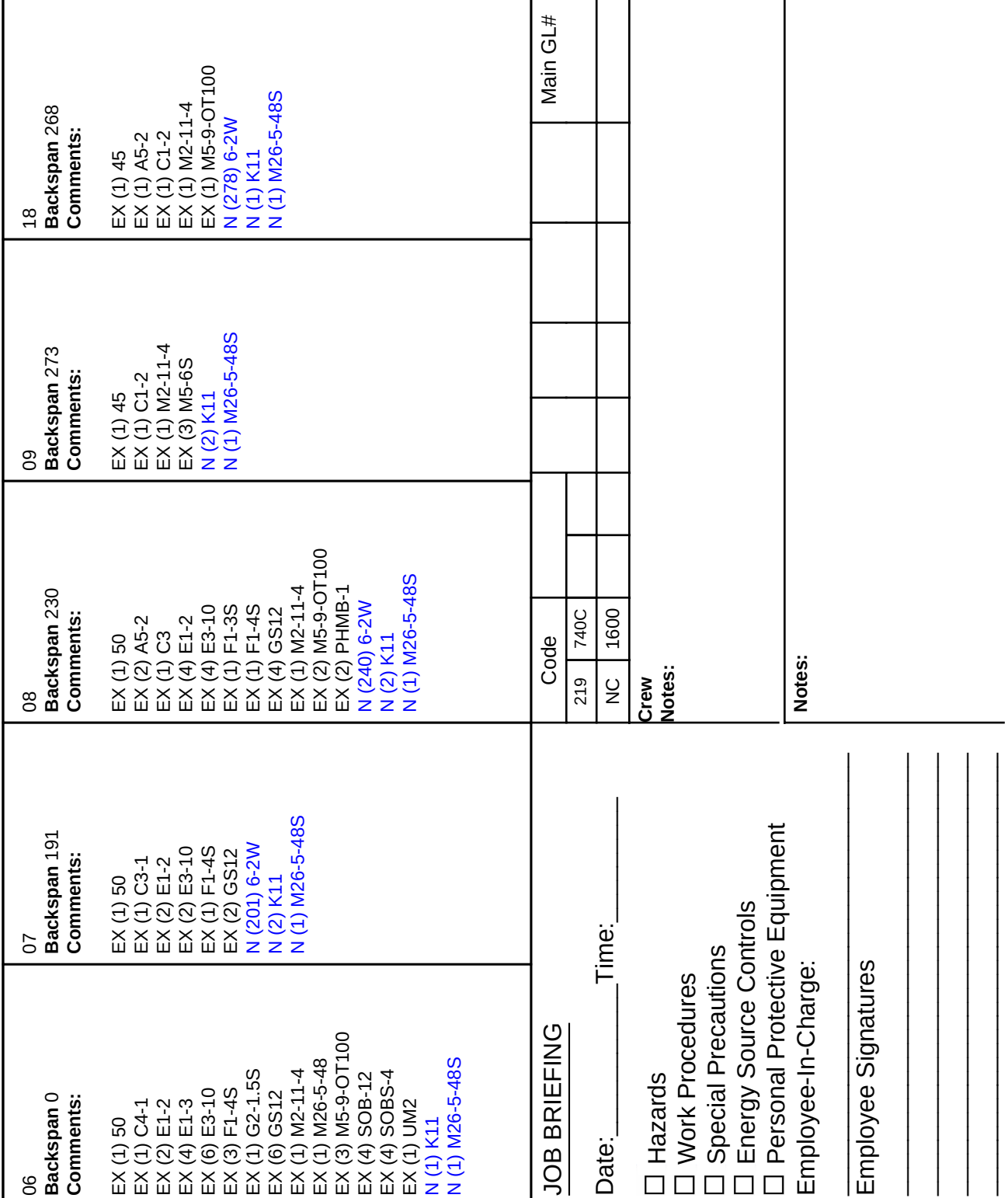
Work Order No: 048049
Work Order Name: CITY OF STARKVILLE
WP-PS RD
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell Date: 10/28/2022
Drawn By: Bill Caldwell Date: 10/28/2022
Released By: Date:



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 _____ _____ _____ _____		
Notes:		
Main GL#		
Code		
219 740C		
NC 1600		
Crew		
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

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Schweitzer Engineering for a new SEL-3555 Real Time Automation Controller (RTAC) in the amount of \$13,811.29” is enumerated, this consent item is thereby approved.

Quotes: Schweitzer - \$13,811.29 and Atwell & Gent - \$14,501.86

17. CONSIDERATION 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

18. CONSIDERATION 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved. The work order follows this page.

19. CONSIDERATION TO 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.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 15, 2022 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization consistent with Presidential Determination No. 2022-19 from Arkansas Electric for 50 KVA pole mount transformers in the amount of \$48,626.00” is enumerated, this consent item is thereby approved.





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
146112
N
143542
67656
143542
146989
S.O.#574354
67944
167363
S.O.#574354
TOP PRI POLE IF NEEDED, IT WILL BECOME A SECONDARY POLE
100ft

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

Main GL#

Crew
Notes:

Notes:

JOB BRIEFING

Date: _____ Time: _____

☐ Hazards

☐ Work Procedures

☐ Special Precautions

☐ Energy Source Controls

☐ Personal Protective Equipment

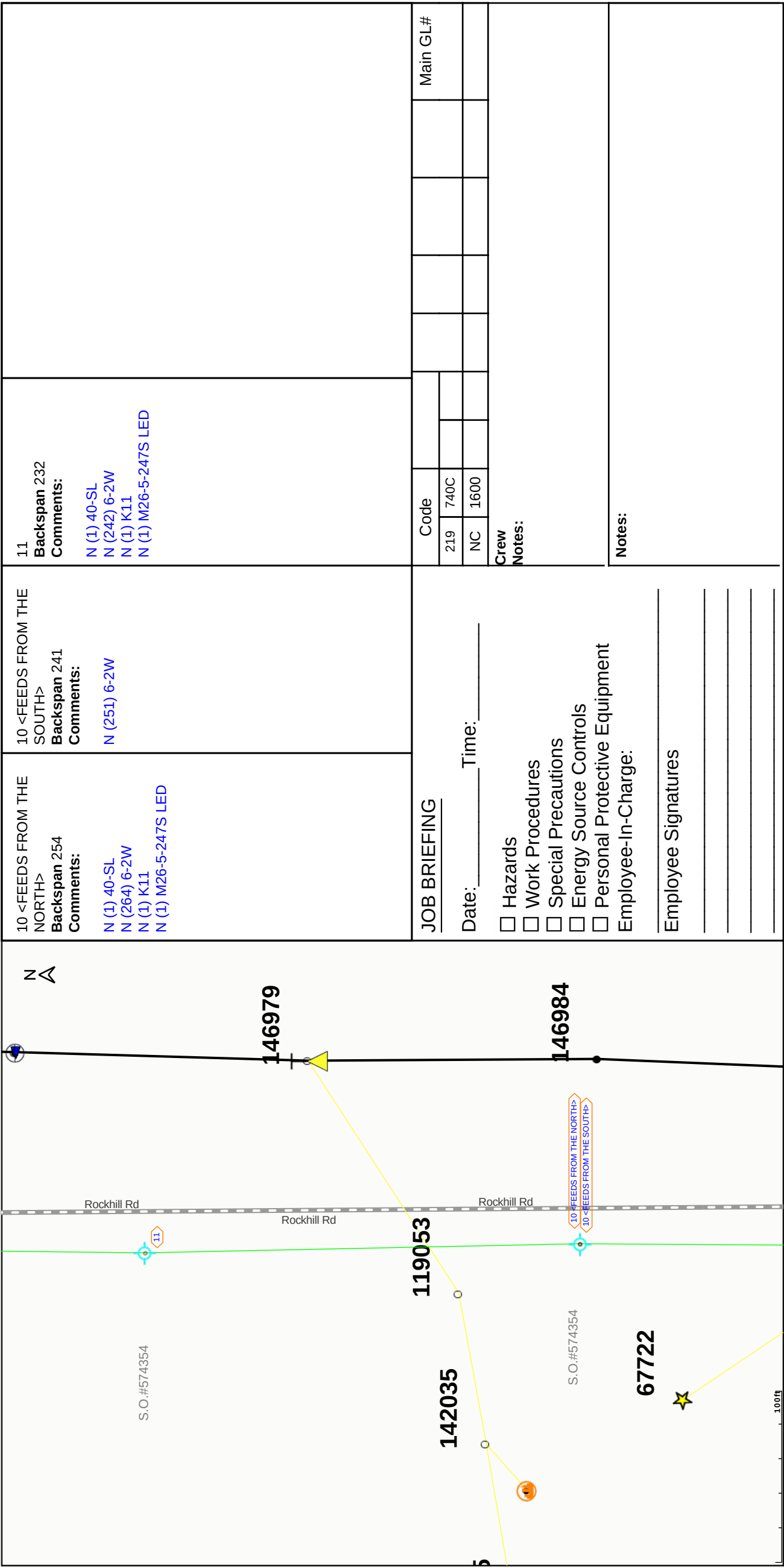
Employee-In-Charge: _____

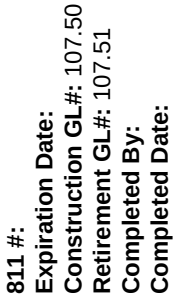
Employee Signatures



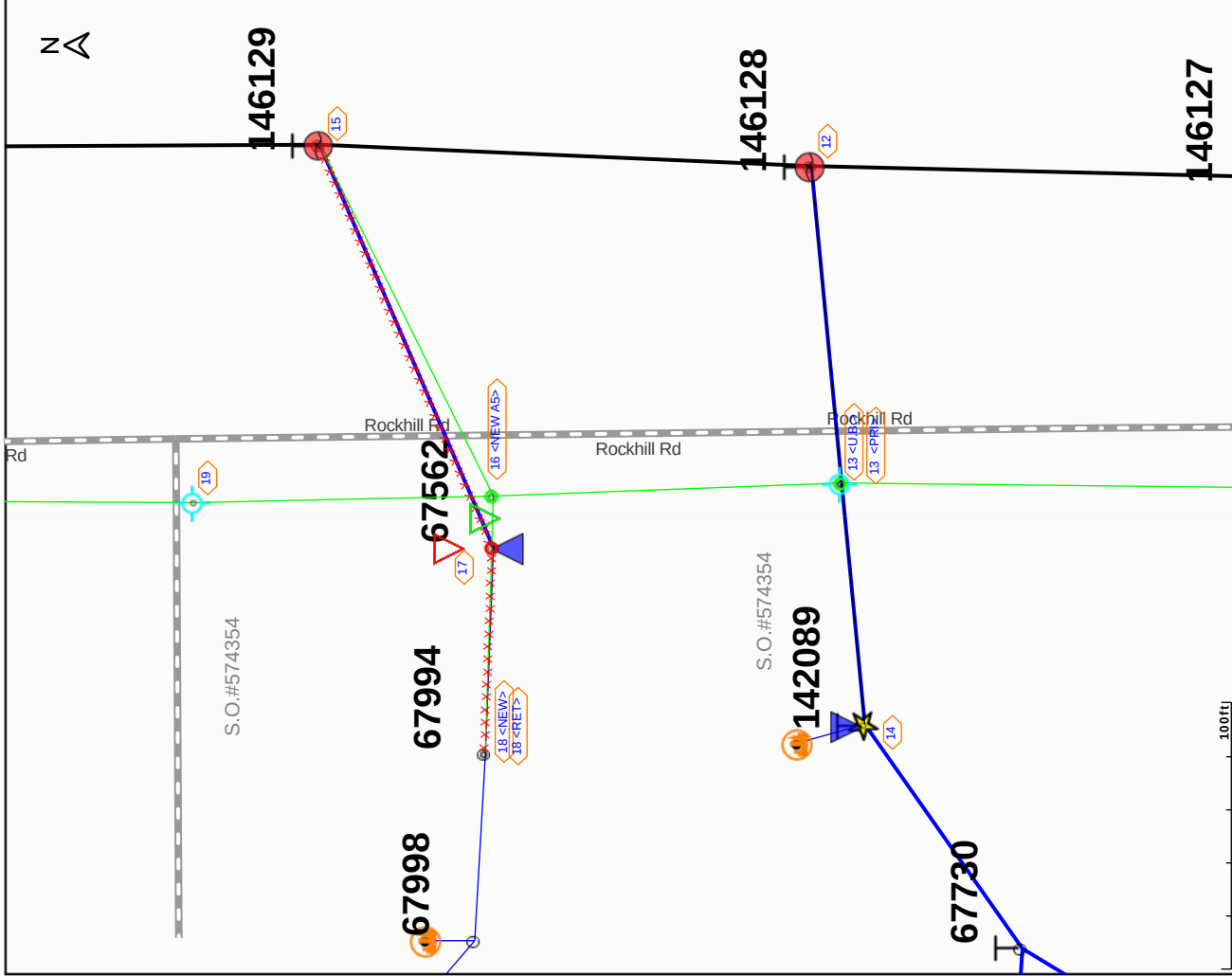
Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

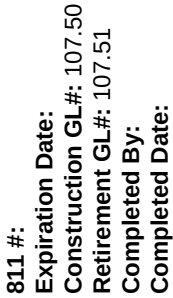




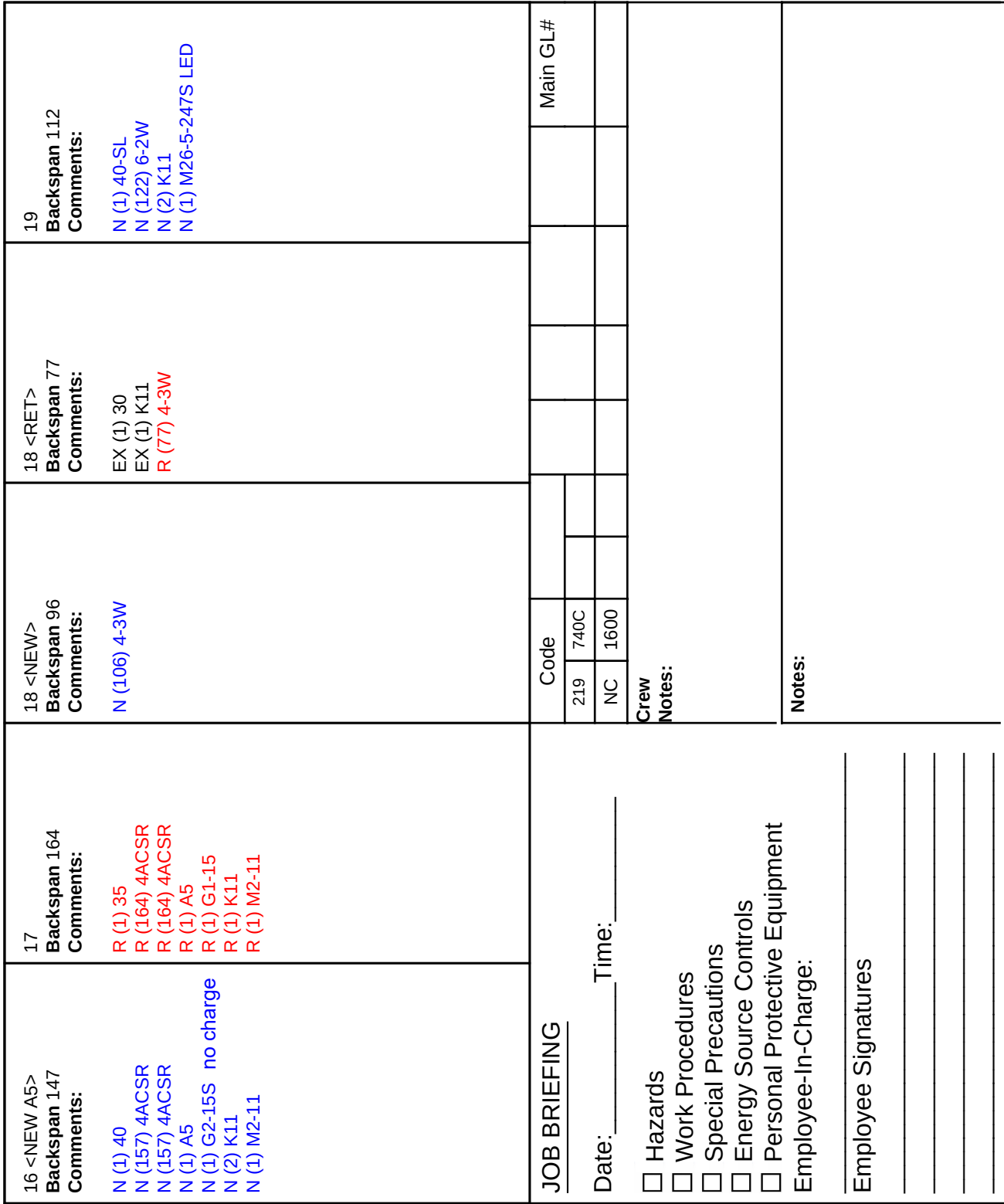
Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
 ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell **Date:** 03/21/2022
Drawn By: Bill Caldwell **Date:** 03/21/2022
Released By: **Date:**



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 <PR> 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:					



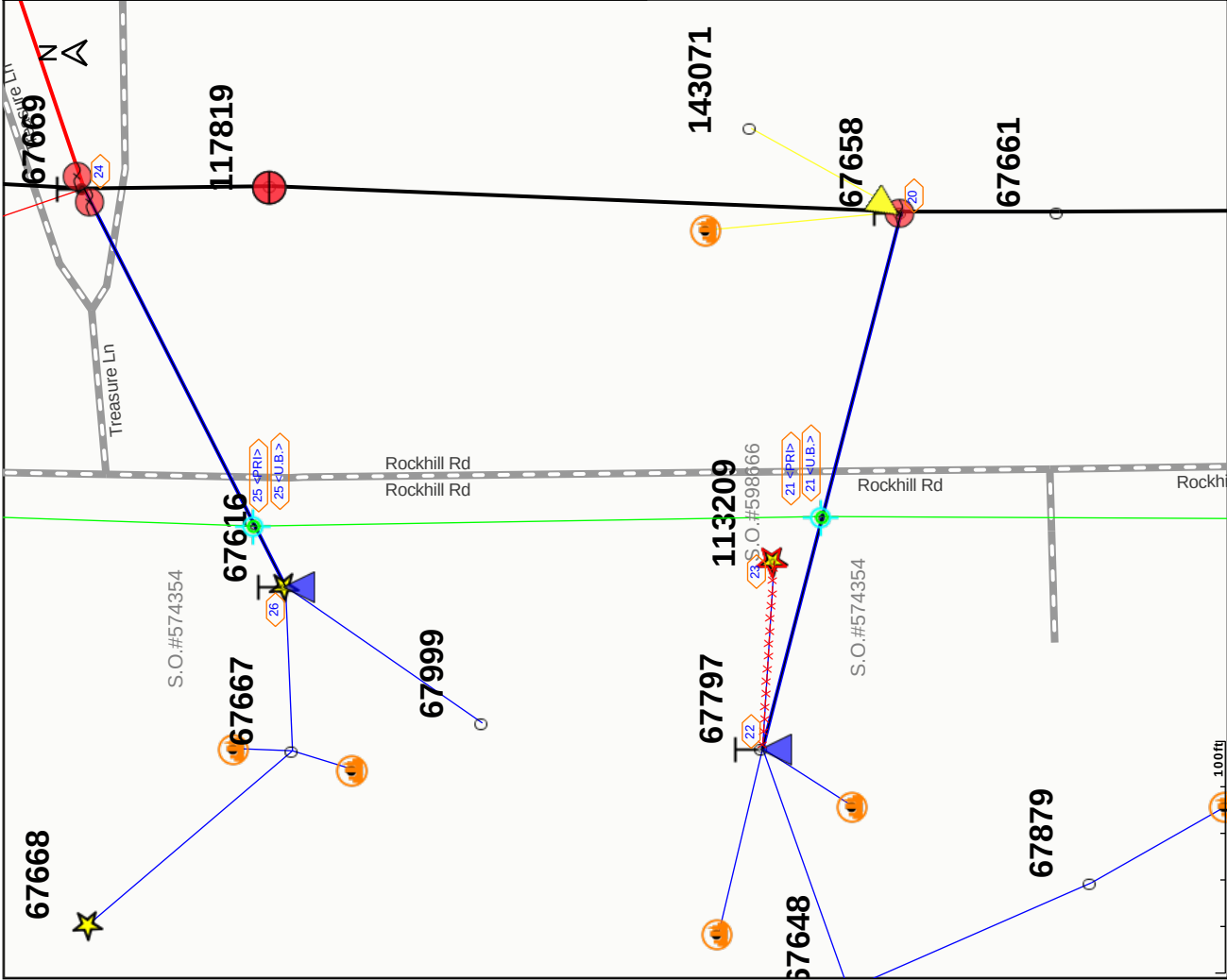
Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
 ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell **Date:** 03/21/2022
Drawn By: Bill Caldwell **Date:** 03/21/2022
Released By: **Date:**



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: _____



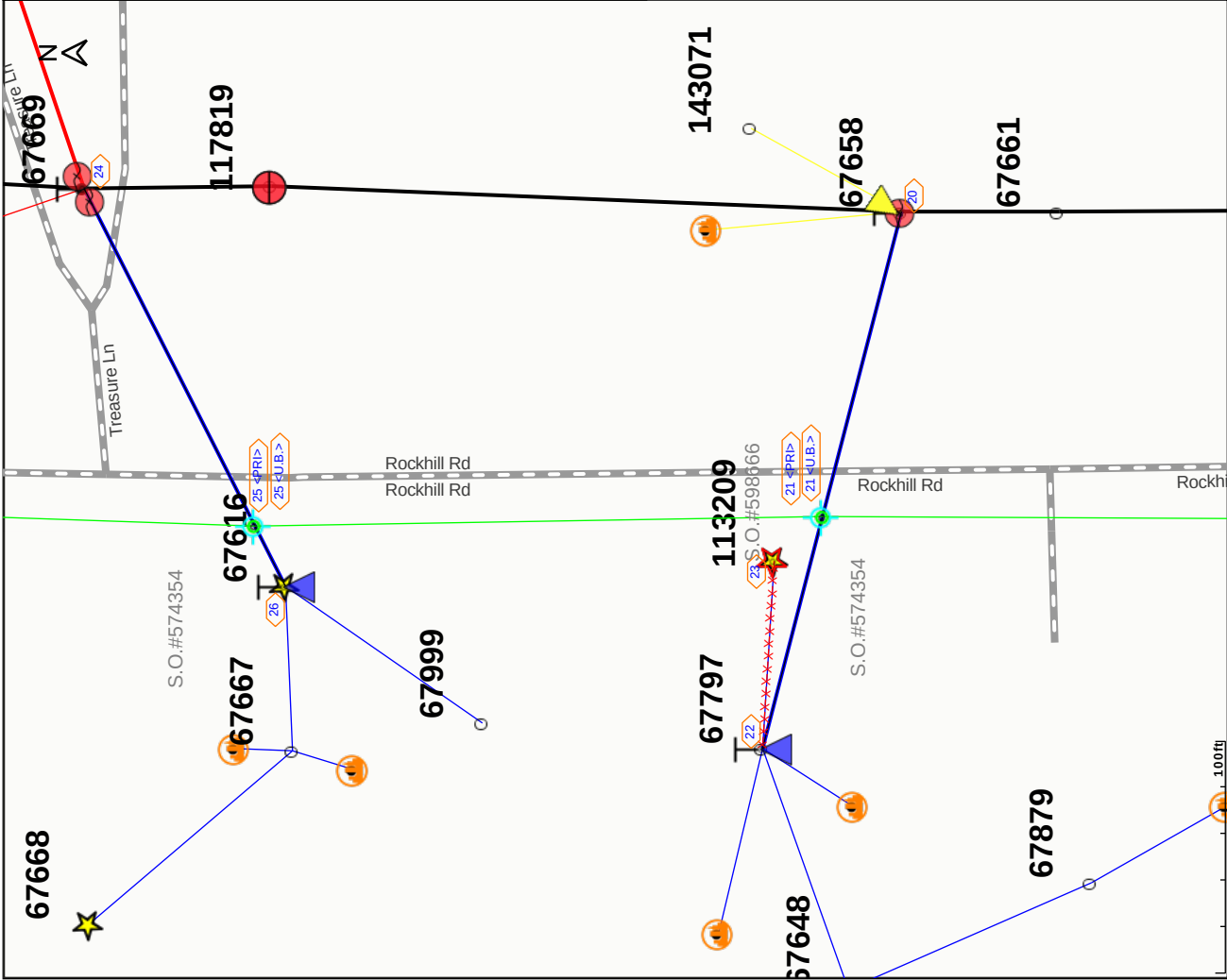
20 Backspan 0 Comments: EX (1) 45 EX (1) A5-2 EX (1) C1-2 EX (1) E1-2 EX (1) E3-10 EX (1) F1-2S EX (1) GS12 EX (1) K11 EX (1) M2-11-4 EX (2) M5-1 EX (1) M5-10K	21 <PRI> Backspan 136 Comments: EX (136) 2ACSR EX (136) 2ACSR N (1) 45 N (1) A1 N (2) K11 N (1) M26-5-247S LED	21 <U.B.> Backspan 250 Comments: 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		
Date: _____ Time: _____		
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____		
Crew Notes:		
Notes:		

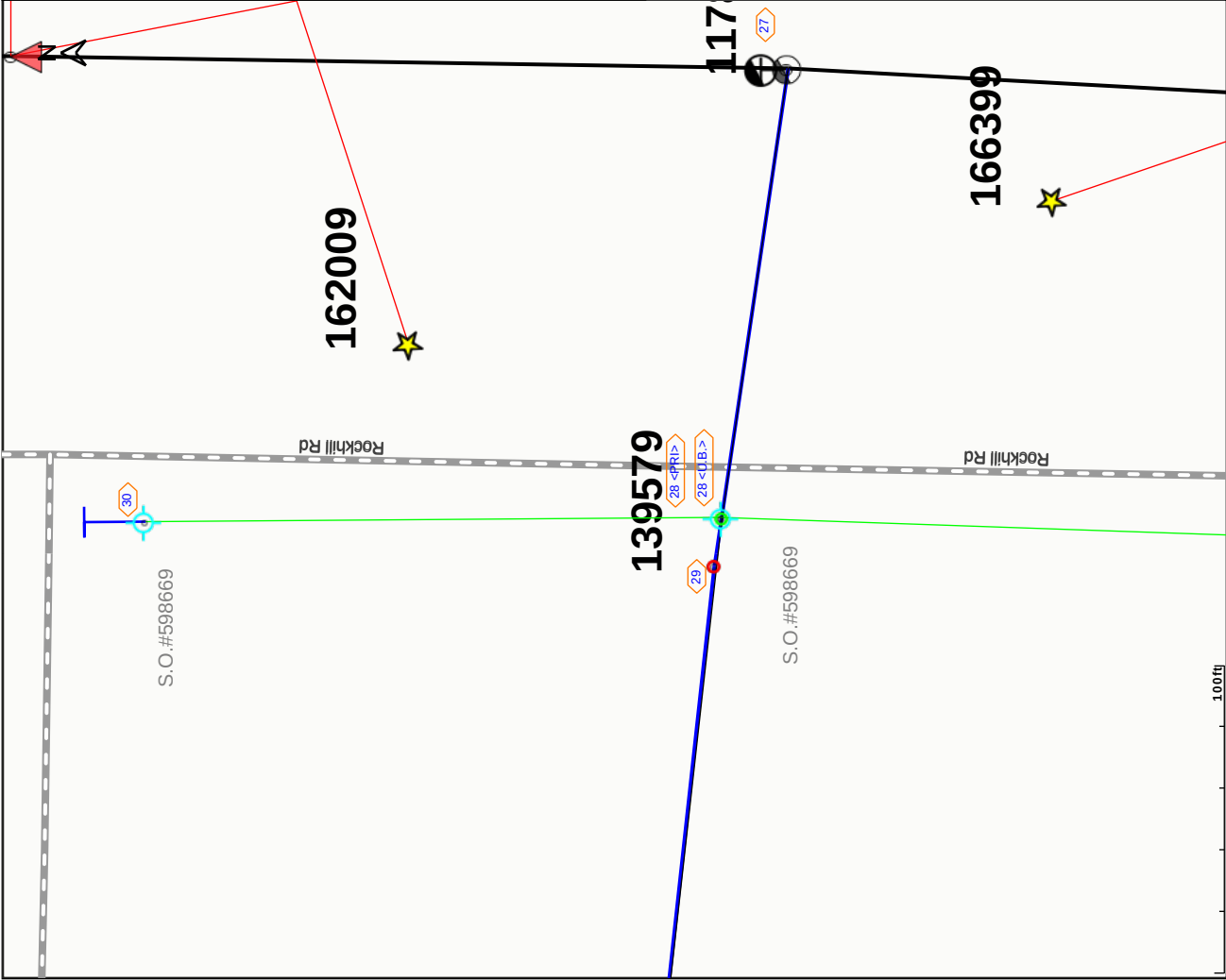
Code	Main GL#	
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NC	1600	



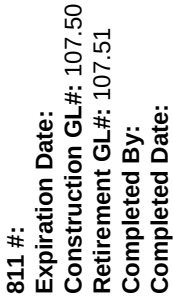
811 #:
Expiration Date:
Construction GL#: 107.50
Retirement GL#: 107.51
Completed By:
Completed Date:

Physical Location: ROCKHILL RD
Map Location #: 0000000437272699
Substation: ADATON
County: OKTIBBEHA
CIAC Amount: 0
Work Order Size: LARGE

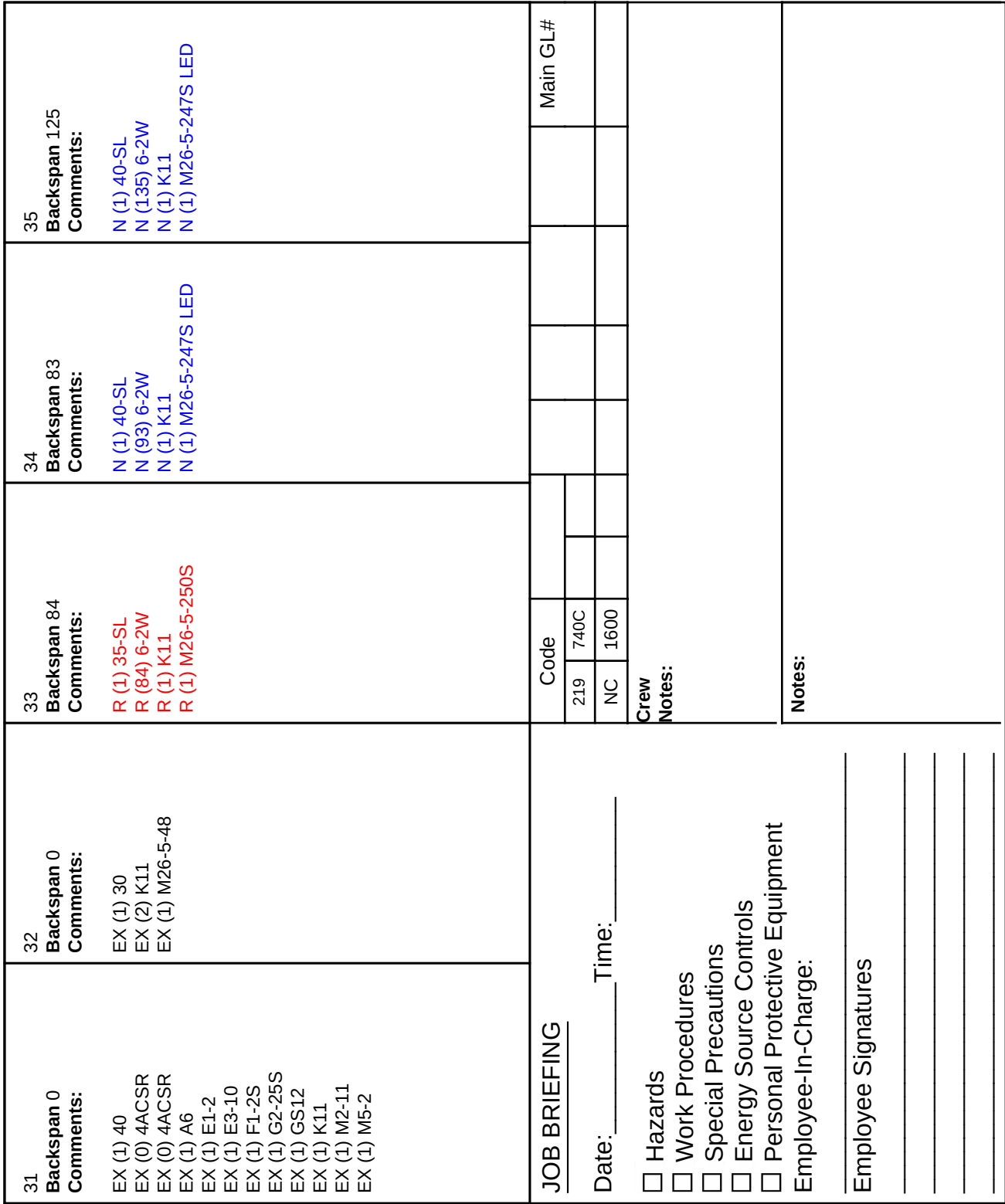
Work Order No: 046417
Work Order Name: CITY OF STARKVILLE N
ROCKHI
WORK ORDER SIZE: LARGE
Staked By: Bill Caldwell Date: 03/21/2022
Drawn By: Bill Caldwell Date: 03/21/2022
Released By: Date:



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:**





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

Bill Caldwell

10/26/22

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill invited the public to attend the Starkville Christmas Parade on November 28. The Mayor then introduced the following new employees: Ronald Evans, Subrina Phipps, Aaron Brownlee, Trevon Samuel and Chase Naylor of Starkville Utilities and Kenneth Baxter of Starkville Police Department.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk reminded everyone of the upcoming runoff elections to be held November 29 and encouraged everyone to vote.

Alderman Perkins informed everyone of the runoff candidates for November 29. For Oktibbeha County Court Judge, the candidates are Charles Bruce Brown and Lee Ann Self Turner. For Circuit Court District 16, the candidates are Trina Davidson Brooks and Michelle Easterling.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that all citizens be mindful in the next few weeks in that crime is usually on the rise during the holidays. He also asked that scooters be kept off sidewalks when possible after dark.

PUBLIC APPEARANCE: None

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.

Daniel Havelin, City Planner, presented the request. The 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 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.

Mark Castleberry of Castle Properties, was present for questions.

Mayor Spruill opened the Public Hearing.

Tom Ball, resident of the Felix Long Street neighborhood, noted he had no objection to the request, but asked that the City be conscientious of any future development in the neighborhood in regards to storm water drainage.

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

20. 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.

Alderman Sistrunk, duly seconded by Alderman Vaughn, offered a motion approving SE 22-06 with one condition: Any expansion of an impervious surface by more than 1000 sq. ft. shall trigger additional stormwater review by the City prior to such expansion. The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent

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

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

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.

Daniel Havelin, City Planner, presented the request. The 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 build 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.

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

21. 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.

Alderman Sistrunk, duly seconded by Alderman Carver, offered a motion to approve SE 22-07 to allow for a "Dwelling, Accessory Unit" at 100 Foley Drive with one condition: The additional standard of 600 square feet or less for accessory dwelling unit shall not apply to this structure as proposed. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
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.

22. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, 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.

The Board voted as follows:

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

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

General Fund	001	\$ 951,601.09
Airport Fund	015	55,299.23
Sanitation	022	156,884.05
Public Improv Bonds - 2018	319	7,160.00
Park and Rec Tourism	375	39,678.00
BUILD Grant	377	328,945.31
Park Bonds 2020	380	112,169.15
Payroll	681	7,526.20
Stark / Hospital Road Expansion	700	35.14
Sub Total Before Utilities		\$1,659,298.17
Utilities Dept.	SED	867,639.99
Total Claims	Total	\$2,459,476.84

23. MOTION TO ADJOURN UNTIL DECEMBER 6, 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 December 6, 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: Absent
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 6th DAY OF DECEMBER, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
NOVEMBER 22, 2022 AT 10:00 A.M.**

Be it remembered that the Vice-Mayor and Board of Aldermen met in a Special Call Meeting on November 22, 2022 at 10:00 a.m. in the Second Floor Conference Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Vice-Mayor Roy A'. Perkins, Aldermen Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty and Henry Vaughn, Sr., as well as City Clerk Lesa Hardin. Attorney Chris Latimer appeared by video conference.

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

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO MEET ON **TUESDAY, NOVEMBER 22, 2022, AT 10:00 A.M.**, IN THE STARKVILLE SECOND FLOOR CONFERENCE ROOM OF THE STARKVILLE CITY HALL LOCATED AT 110 WEST MAIN STREET, STARKVILLE, MISSISSIPPI 39759.

The specific subject of the meeting is as follows:

1. CONSIDERATION OF THE APPROVAL OF THE LOWEST AND BEST BID FOR THE PURCHASE OF THREE (3) CONCESSION TRAILERS FOR USE AT ATHLETIC EVENTS IN THE CITY OF STARKVILLE FROM _____ IN THE AMOUNT OF _____.
2. CONSIDERATION OF APPROVING THE DISCIPLINE AS RECOMMENDED BY THE SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR, CHRIS SMILEY, TO SUSPEND AN EMPLOYEE WITHOUT PAY WHILE THE STARKVILLE POLICE DEPARTMENT CONDUCTS AN INVESTIGATION.
3. CONSIDERATION OF HIRING BRESHAYLA BAPTIST AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
4. EXECUTIVE SESSION: PERSONNEL

Vice-Mayor Perkins presided in the absence of the Mayor. He read the meeting notice and called the meeting to order. He noted that Items 2 and 4 were moot items.

1. CONCESSION TRAILERS

Alderman Vaughn offered a motion, duly seconded by Alderman Rupp, to accept the sole bid from Coast to Coast Mobile Vending in the amount of \$117,873.00 for three trailers with the warranty, as revised, pending further negotiation of terms to the satisfaction of the City Attorney. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

2. POLICE DISPATCHER

Alderman Vaughn offered a motion, seconded by Alderman Sistrunk, to hire Breshayla Baptist as a Radio Operator (Dispatcher) in the Starkville Police Department. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

3. ADJOURN

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

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE 6TH DAY OF NOVEMBER, 2022

Attest:

ROY A'. PERKINS, VICE-MAYOR

Lesa Hardin, City Clerk

(SEAL)



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Dec. 6th, 2022
PAGE: Page 1 of 22

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building, located at 514 West Main Street, Starkville, MS 39759 with the parcel number 118O-00-233.00, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 514 West Main Street Starkville, MS 39759 with the parcel number (118O-00-233.00) was performed on Monday, October 3, 2022 and re-inspection on Tuesday October 25, 2022 by Code Enforcement Officers Sarah Perez and Alexandra Nash. 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, **11/3/2022**. Notification letters of the public hearing were sent Wednesday, **11/3/2022** to the property tax payer/owner *Lula Bell Hines 1720 Goldenrod Turn Dekalb, IL 60115* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to determine that the building, located at 514 West Main Street Starkville, MS 39759 with the parcel number 118O-00-233.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

Section 16. ENVIRONMENTAL

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

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

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

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

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

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

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

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 10/3/2022

Tax Year 2021

Records Last Updated 9/30/2022

PROPERTY DETAIL		
OWNER	HINES LULA BELL	ACRES : **NA**
	C/O LULA V HUNT	LAND VALUE : 7000
	1720 GOLDENROD TURN	IMPROVEMENTS : 10580
	DEKALB IL 60115	TOTAL VALUE: 17580
		ASSESSED : 2637

PARCEL 1180-00-233.00

ADDRESS **NA**

TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	145.17	145.17	0.00
CITY	79.45	79.45	0.00
SCHOOL	174.46	174.46	0.00
PENALTY & OTHER	7.98	7.98	0.00
TOTAL	407.06	407.06	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 6/1/2022

MISCELLANEOUS INFORMATION		
EXEMPT CODE		LEGAL LOT 4 & 5' OFF W/S LOT 3 REX S
HOMESTEAD CODE	None	T
TAX DISTRICT	5110	SUB
PPIN	005817	MAP 1180 DB/PG 421/431
SECTION	34	
TOWNSHIP	19N	
RANGE	14E	

Book Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date By
2015	WALDROP DUDLEY J	10/7/2016 HUNT LULA V
2014	MONT'S GRADY	10/7/2016 HUNT LULA V

Back

Violation Notice issued, Monday, October 17 2022.



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Lula Bell Hines
1347 Armour Rd
Bourbonnais, IL 60914

Case No. 22-000562
Issued: October 17, 2022

VIOLATION LOCATION

514 West Main,
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on October 03, 2022. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than October 27, 2022.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Lula Bell Hines

The photographs below were taken by Officer Sarah Perez at the first inspection on Monday, October 3, 2022, at approximately 14:04.

Call #	22-039423	Dispatcher	PEREZ, S
Date/Time	10/03/2022 14:04:09	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

514 WEST MAIN ST

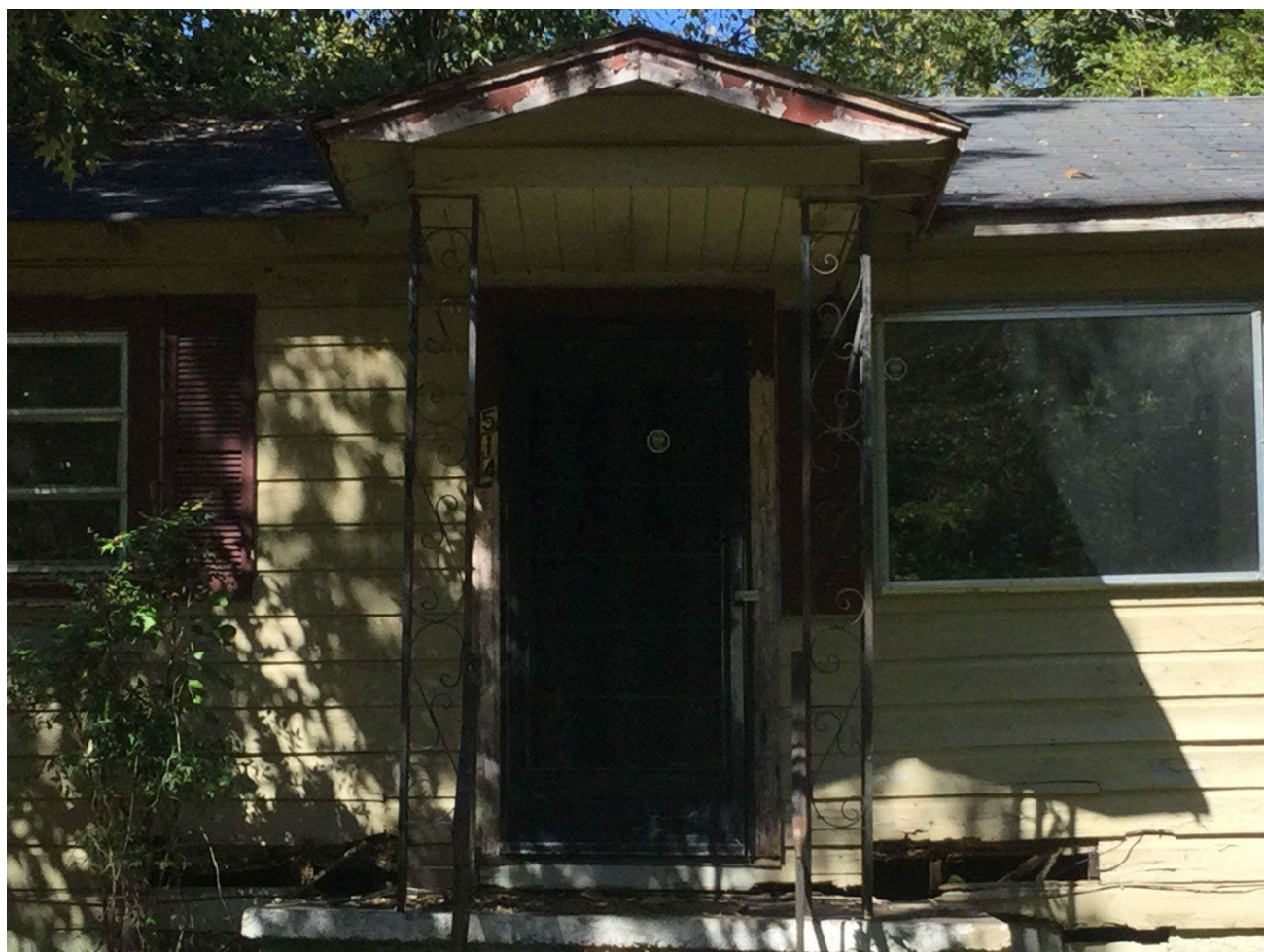
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:04:09	14:04:09	14:19:04		

Notes

10/3/2022 2:05:04 PM PEREZ, S

TAKING PHOTOS OF DILAPIDATED PROPERTIES

















Photographs below were taken by Officer Alexandra Nash on Tuesday, October 25, 2022, at approximately 14:31.

Call #	22-042496	Dispatcher	MULLEN, T
Date/Time	10/25/2022 14:31:51	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	2
How Rcvd	PHONE		
Sent To Dispatch	10/25/2022 14:32:23		

Location Address

514 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	14:58:37	14:58:39	15:06:25		

Notes

10/25/2022 2:32:22 PM	MULLEN, T	PHOTOS TAKEN
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Photographs below were taken by Officer Alexandra Nash on Thursday, November 3, 2022, at approximately 10:35. Public hearing notices were placed on the structure and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

Call # 22-043510
Date/Time 11/03/2022 10:35:06
Type CODE ENFORCEMENT
How Rcvd PHONE
Sent To Dispatch 11/03/2022 10:35:16

Dispatcher MULLEN, T
Disposition CALL COMPLETED- NO REPORT
Zone 2

Location Address

514 W MAIN ST
 STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	10:35:21	10:35:23	10:39:37		

Notes

LULA BELL HINES
1720 GOLDENROD TURN
DEKALB, IL 60115

NOTICE

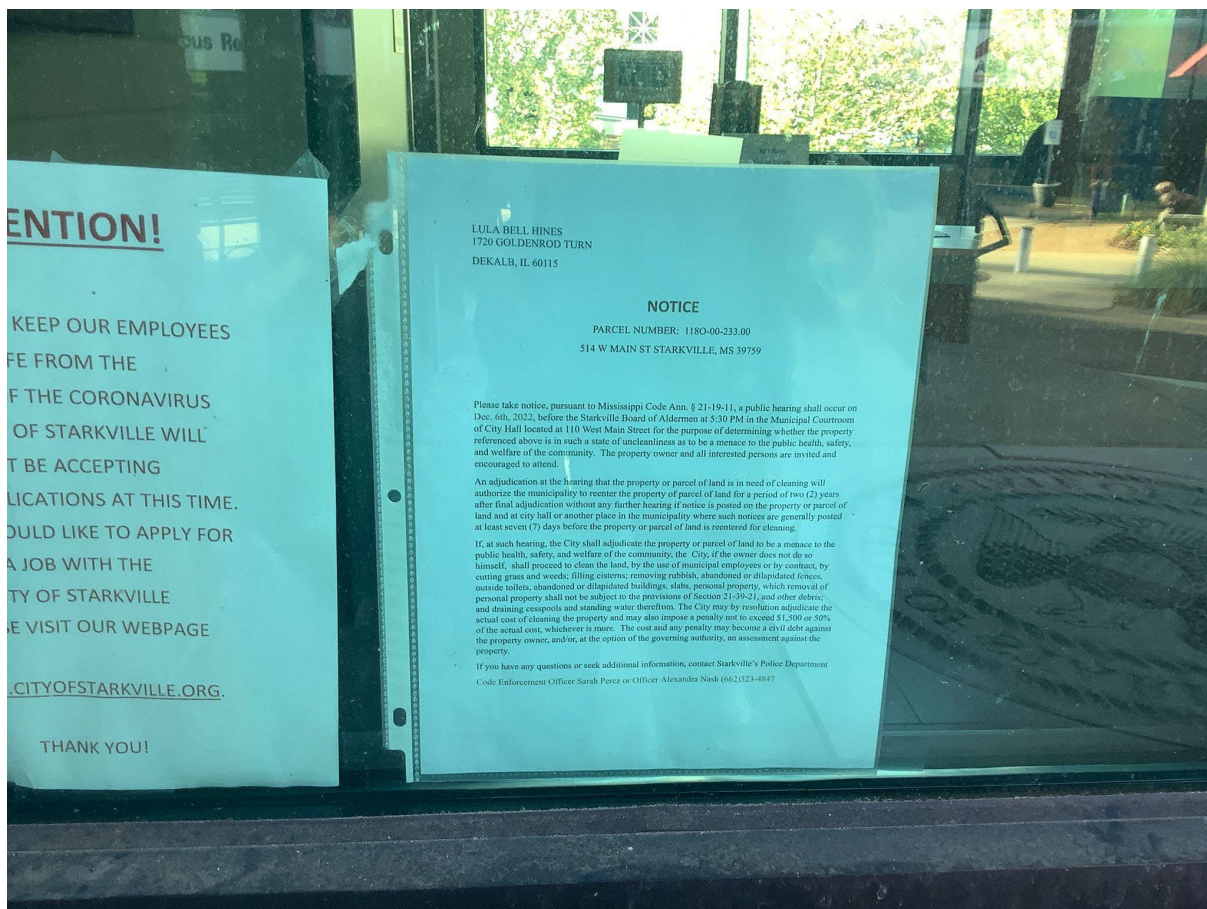
PARCEL NUMBER: 1180-00-233.00
314 W MAIN ST STARKVILLE, MS 39759

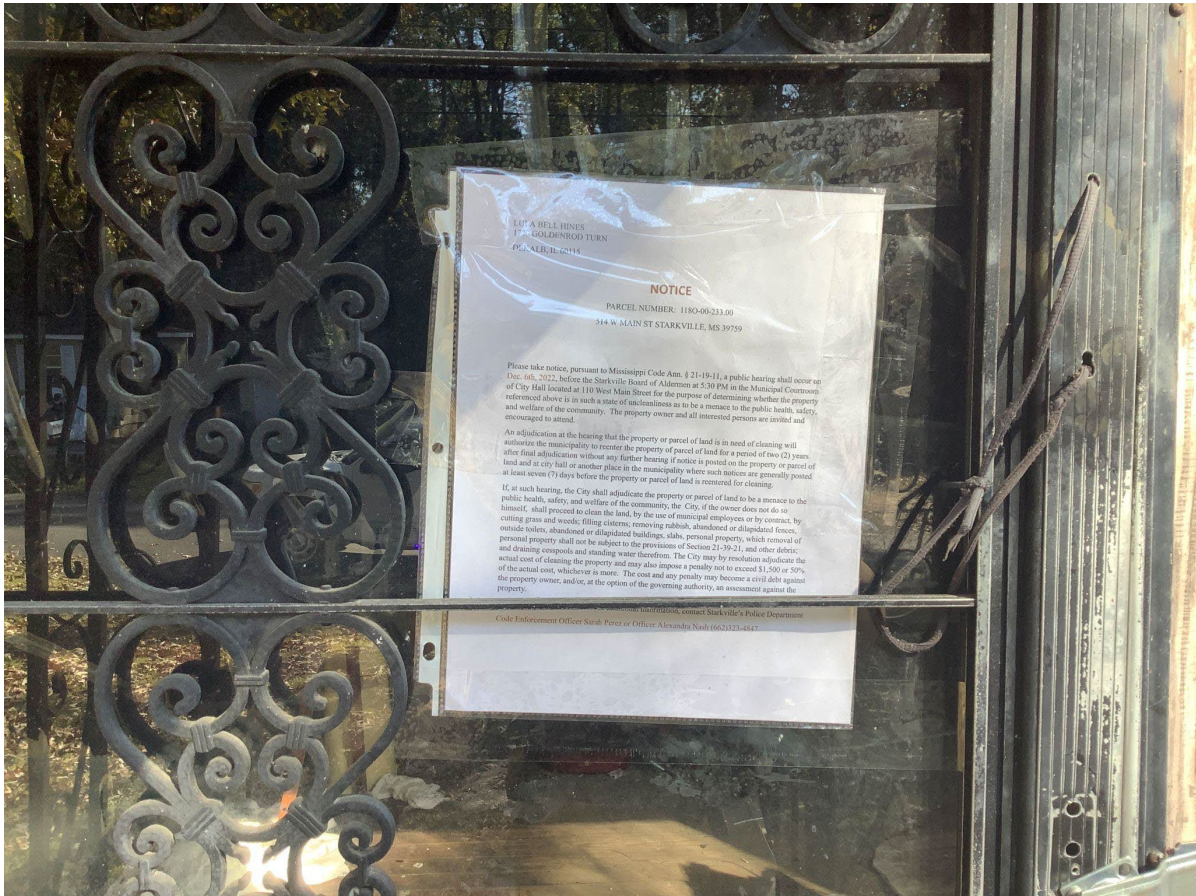
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Dec. 6th, 2022**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced 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.

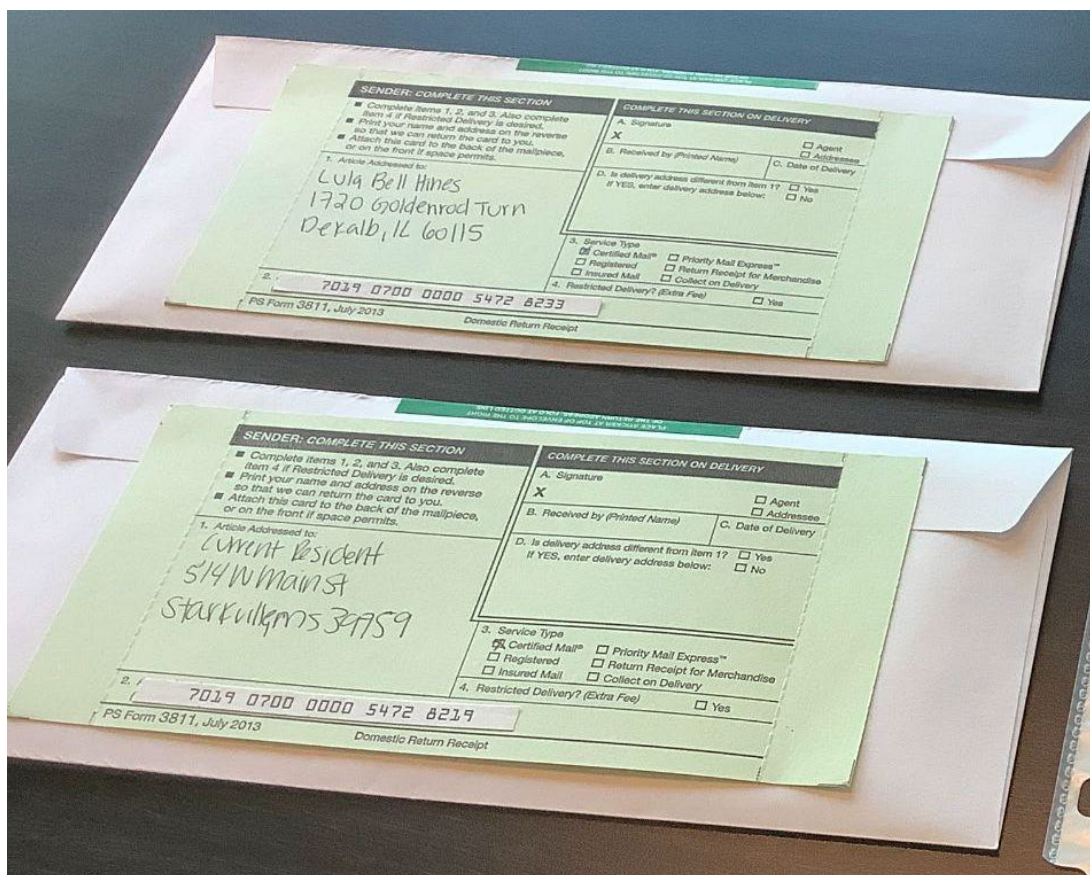
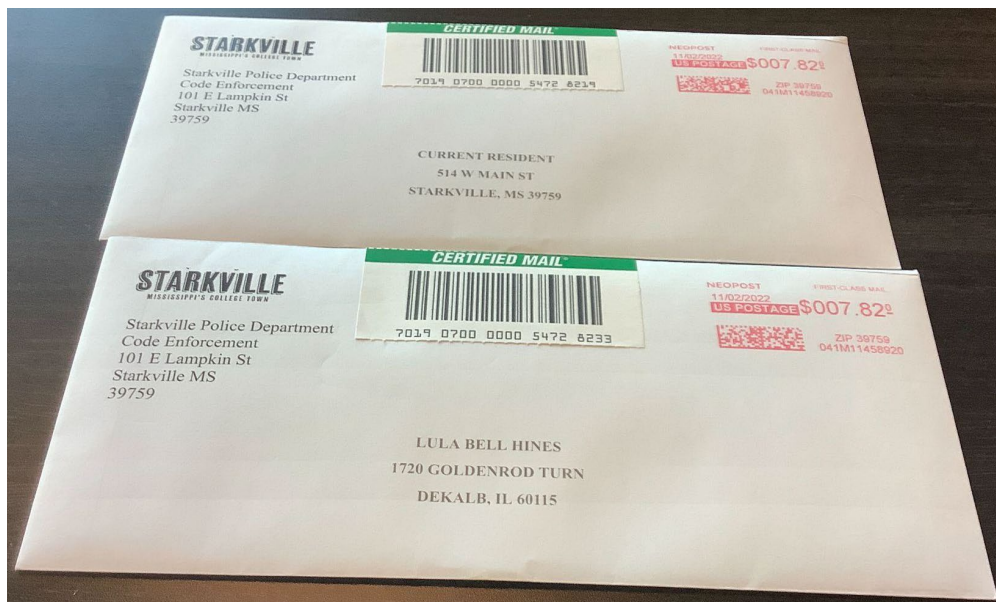
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land 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 Alexandra Nash (662)323-4847









Photographs below were taken by Officer Sarah Perez on Wednesday, November 16, 2022, at approximately 14:32.

STARKVILLE POLICE DEPT Calls For Service

from 11/16/2022
thru 11/16/2022 14:11

Call # 22-045198
Date/Time 11/16/2022 14:32:09
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatcher

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
514 W MAIN ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:32:09	14:32:09	14:36:36		

Notes

11/16/2022 2:32:20 PM	PEREZ, S	PHOTOS
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**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Dec. 6th, 2022
PAGE: Page 1 of 31

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 104 Windsor Rd. Starkville, MS 39759 with the parcel number 118H-00-113.00 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 104 Windsor Rd. Starkville, MS 39759 with the parcel number (118H-00-113.00) was performed on Monday, October 3, 2022 and re-inspection on Tuesday October 25, 2022 by Code Enforcement Officers Sarah Perez and Alexandra Nash. 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, **11/3/2022**. Notification letters of the public hearing were sent Wednesday, **11/3/2022** to the property tax payer/owner *Jason Matthew Hendrick 104 Windsor Rd. Starkville, MS 39759 Starkville, MS 39759* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to determine the building, located at 104 Windsor Rd. Starkville, MS 39759 with the parcel number 118H-00-113.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

Section 16. ENVIRONMENTAL

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

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

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

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

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

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

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

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 2/11/2021 Tax Year 2020
Records Last Updated 2/10/2021

PROPERTY DETAIL			
OWNER	HENDRICK JASON MATTHEW	ACRES :	**NA**
	104 WINDSOR	LAND VALUE :	45000
		IMPROVEMENTS :	41980
	STARKVILLE MS 39759	TOTAL VALUE:	86980
		ASSESSED :	8698

PARCEL 118H-00-113.00
ADDRESS 104 WINDSOR

TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	329.17	329.17	0.00
CITY	262.07	262.07	0.00
SCHOOL	416.33	416.33	0.00
TOTAL	1007.57	1007.57	0.00

LAST PAYMENT DATE 1 / 28 / 2021

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 30 PLANTATION HOMES SUB #2
HOMESTEAD CODE	REG	911/459 2001/638
TAX DISTRICT	3110	MAP 118H DB/PG 454/626 764/453
PPIN	015252	B 2001 P 638 05/07/2001
SECTION	27	
TOWNSHIP	19N	
RANGE	14E	

Book 2001 Page 638

[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 mailed Monday, October 17, 2022.



City of Starkville

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

Violation of Starkville Code of Ordinances

Jason Matthew Hendrick
104 Windsor
Starkville, MS 39759

Case No. 22-000300
Issued: September 30, 2022

VIOLATION LOCATION

104 Windsor,
Starkville, MS 39759

LEGAL DESCRIPTION

-
Parcel ID #118h-00-113.00

Dear Property Owner:

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

Our records indicate that the property referenced above is in violation of MCA Section 21-19-111PMC 2021 Section 111 of the City's Code of Ordinance. Please reference cityofstarkville.org, or municode.com for details about the individual ordinance regulations.

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

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

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

Sincerely,

Code Enforcement Inspector

The photographs below were taken by Officer Sarah Perez at the first inspection on Monday, October 3, 2022, at approximately 15:05.

Call #	22-039439	Dispatcher	PEREZ, S
Date/Time	10/03/2022 15:05:17	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

104 WINDSOR RD
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:05:17	15:05:17	15:17:56		

Notes

10/3/2022 3:17:23 PM	PEREZ, S	SPOKE WITH MR. JASON HENDRICK VIA PHONE AND EXPLAINED WHAT I NEEDED TO DO HE SAID THAT WAS FINE
10/3/2022 3:17:46 PM	PEREZ, S	TOOK UPDATED PHOTOS OF THE PROPERTY



























Photographs below were taken by Officer Alexandra Nash on Tuesday October 25 2022, at approximately 14:32.

Call # 22-042497
Date/Time 10/25/2022 14:31:58
Type CODE ENFORCEMENT
How Rcvd PHONE
Sent To Dispatch 10/25/2022 14:32:33

Dispatcher MULLEN, T
Disposition NO ACTION
Zone

Location Address

104 WINDSOR RD
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	15:06:30	15:06:33	15:12:56		

Notes

10/25/2022 2:32:33 PM MULLEN, T

PHOTOS TAKEN









Photographs below were taken by Officer Alexandra Nash on Thursday, November 3, 2022, at approximately 15:00. Public hearing notices were placed on the structure and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

JASON MATTHEW HENDRICK
104 WINDSOR RD
STARKVILLE, MS 39759

NOTICE

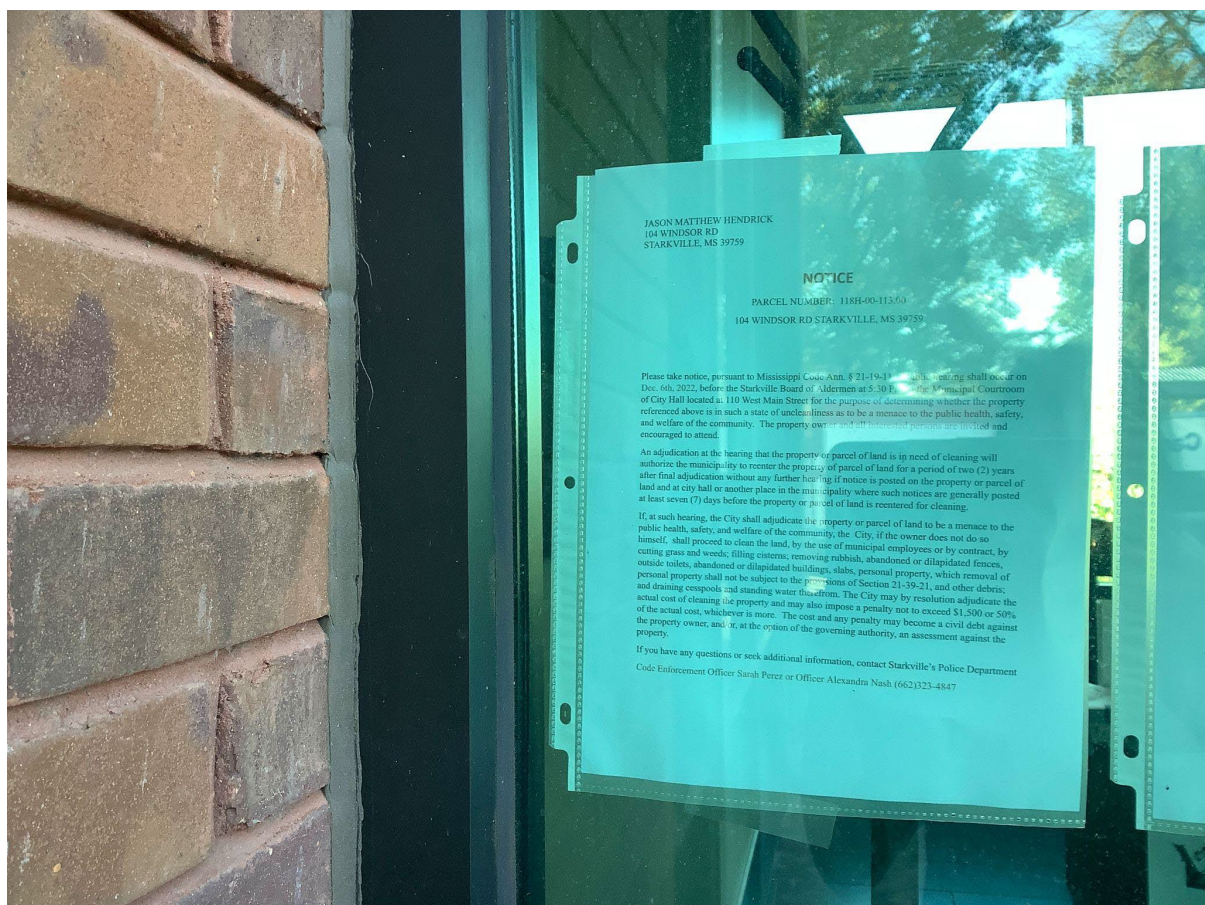
PARCEL NUMBER: 118H-00-113.00
104 WINDSOR RD STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Dec. 6th, 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.

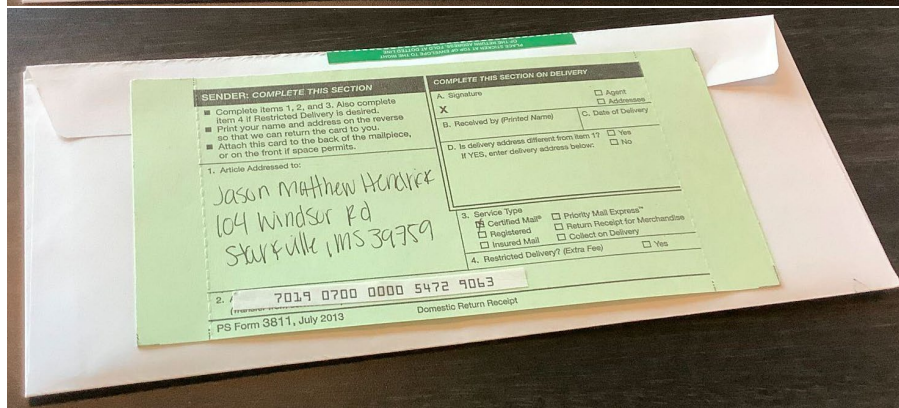
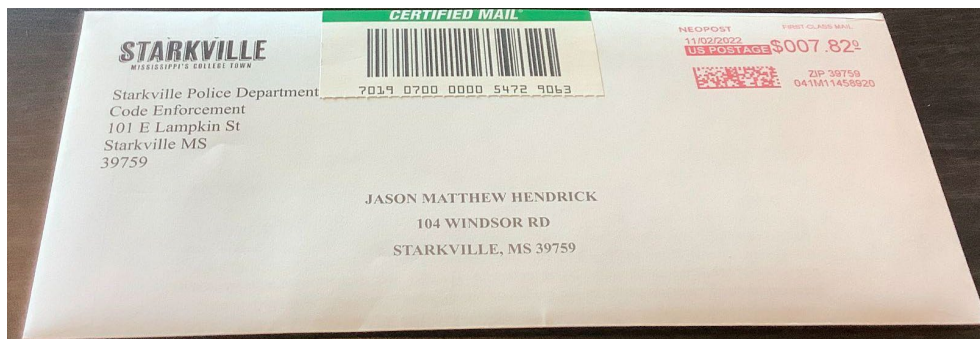
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and 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 Alexandra Nash (662)323-4847







Photographs below were taken by Officer Sarah Perez on Wednesday November 16, 2022, at approximately 14:44.

Call #	22-045200	Dispatcher	PEREZ, S
Date/Time	11/16/2022 14:44:22	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

104 WINDSOR RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:44:22	14:44:22	14:52:21		

Notes

11/16/2022 2:51:00 PM	PEREZ, S	MR. JASON HENDRICK WAS ON THE PROPERTY WITH A LIBRTY WASTE ROLL-OFF BIN CLEANING OUT THE HOUSE IN PREPERATION TO CLOSE SALE ON FRIDAY THE 18TH OF NOV.
11/16/2022 2:51:51 PM	PEREZ, S	I ADVISED MR. HENDRICK THAT I NEEDED TO GET UPDATED PHOTOS OF EACH SIDE OF THE HOUSE AND HE SAID THAT WAS FINE
11/16/2022 2:52:03 PM	PEREZ, S	PHOTOS TAKEN













**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Dec. 6th, 2022
PAGE: Page 1 of 22

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 107 East Gillespie Street, Starkville, MS 39759 with the parcel number 102A-00-087.00 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 107 East Gillespie Street Starkville, MS 39759 with the parcel number (102A-00-087.00) was performed on Monday, October 3, 2022 and re-inspection on Tuesday October 25, 2022 by Code Enforcement Officers Sarah Perez and Alexandra Nash. 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, **11/3/2022**. Notification letters of the public hearing were sent Wednesday, **11/3/2022** to the property tax payer/owner *111 East Gillespie Street Starkville, MS 39759* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to determine that the building, located at 107 East Gillespie Street Starkville, MS 39759 with the parcel number 102A-00-087.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

Section 16. ENVIRONMENTAL

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

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

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

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

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

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

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

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 10/25/2022

Tax Year 2021
Records Last Updated 10/24/2022

PROPERTY DETAIL		
OWNER	POWE CHARLES E	ACRES : **NA**
	111 E GILLISPIE ST	LAND VALUE : 30000
		IMPROVEMENTS : 14110
	STARKVILLE MS 39759	TOTAL VALUE: 44110
		ASSESSED : 6617

PARCEL 102A-00-087.00
ADDRESS 107 GILLESPIE

TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	364.27	364.27	0.00
CITY	199.37	199.37	0.00
SCHOOL	437.78	437.78	0.00
TOTAL	1001.42	1001.42	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 12 / 8 / 2021

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 15 A CITY BLK 52
HOMESTEAD CODE	None	MAP 102A DB/PG 243/304 2002/70
TAX DISTRICT	5110	69
PPIN	010573	B 2002 P 7069 11/18/2002
SECTION	03	
TOWNSHIP	18N	
RANGE	14E	

Book 2002 Page 7069

[PURCHASE COUNTY TAX SALE FILES](#)

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

[Log In HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)

[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

Violation Notice issued Monday, October 17, 2022.



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Charles E Powe
111 E Gillispie St
Starkville, MS 39759

Case No. 22-000561
Issued: October 17, 2022

VIOLATION LOCATION	LEGAL DESCRIPTION
107 E. Gillespie, Starkville, MS 39759	-

An inspection of the above referenced property was made on October 03, 2022. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than October 27, 2022.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Charles E Powe

Letter of response written by Mr. Charles Powe's wife Mrs. Sandra Powe on October 25, 2022

October 25, 2022

Sarah Perez
Code Enforcement Officer
City of Starkville
101 E. Lampkin St.
Starkville, MS 39759

Dear Ms. Perez:

Charles E. Powe is currently a patient at Baptist Hospital in Columbus, Miss., and therefore I am writing as co-owner of the 107 E. Gillespie St. property in response to your letter, "First Notice of Violation," dated October 17, 2022, and delivered October 20, 2022.

We have been working with a draftsman to plan a renovation project for this property, and we are currently working with a local contractor who is scheduled to begin renovation work on this structure within the month of November.

We acknowledge the violation cited and request an exemption since major renovation, repair, and restoration is scheduled to begin imminently.

Thank you for your consideration.

Sincerely,



Sandra Powe

CC: Mr. Henry Vaughn, Alderman

The photographs below were taken by Officer Sarah Perez at the first inspection on Monday, October 3, 2022, at approximately 14:30.

Call #	22-039428	Dispatcher	PEREZ, S
Date/Time	10/03/2022 14:30:59	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

107 E GILLE SPIE ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:30:59	14:30:59	14:36:18		

Notes

10/3/2022 2:36:10 PM PEREZ, S

PHOTOS TAKEN OF DILAPIDATED PROPERTY











Photographs below were taken by Officer Alexandra Nash on Tuesday, October 25, 2022, at approximately 12:09.

Call # 22-042484
Date/Time 10/25/2022 12:09:42
Type CODE ENFORCEMENT
How Rcvd PHONE
Sent To Dispatch 10/25/2022 12:10:10

Dispatcher MULLEN, T
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address

107 GILLESPIE ST
 STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	12:11:38	12:11:39	12:17:30		

Notes

10/25/2022 12:17:33 PM	MULLEN, T	10-2
10/25/2022 2:31:35 PM	MULLEN, T	PHOTOS TAKEN





Charles Powe
111 East Gillespie Street
Starkville, MS 39759

NOTICE

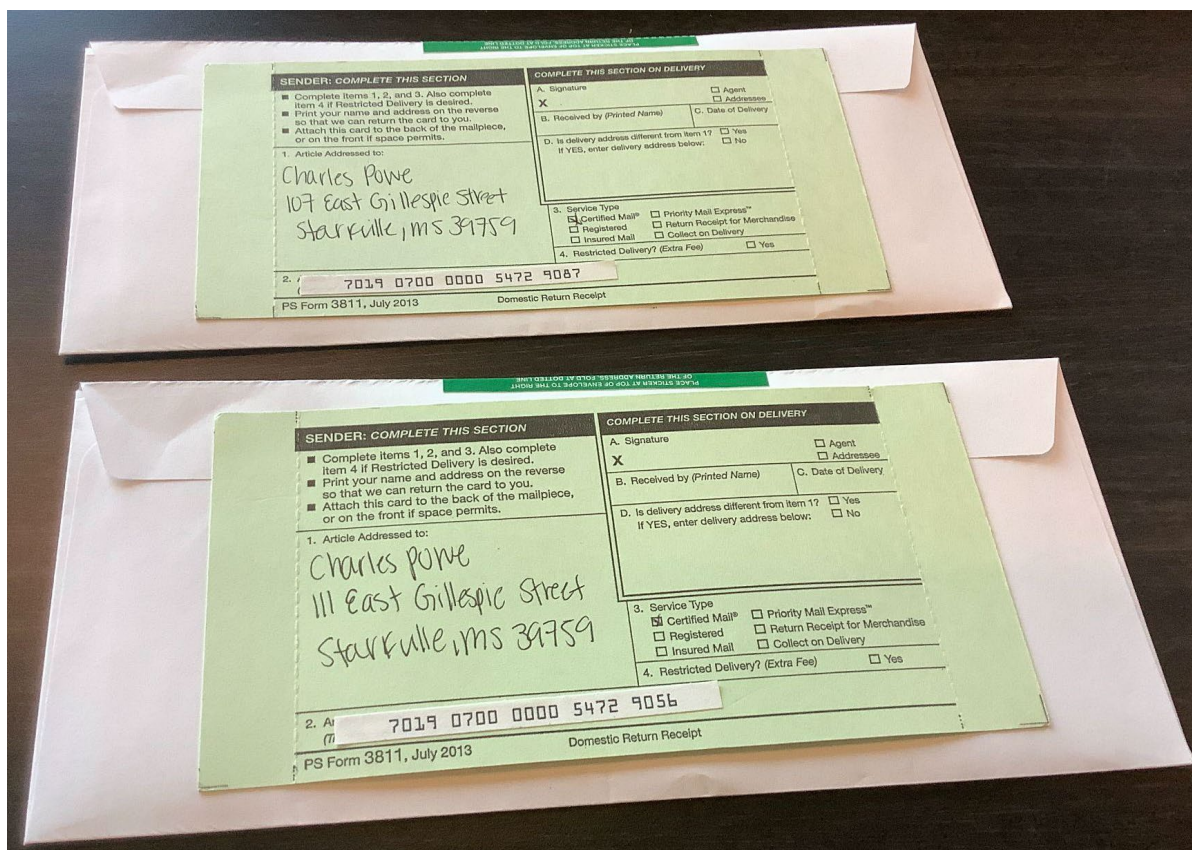
PARCEL NUMBER: 102A-00-087.00
107 E GILLESPIE ST STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **Dec. 6th, 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 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 Alexandra Nash (662)323-4847





Photographs below were taken by Officer Sarah Perez on Wednesday, November 16, 2022, at approximately 13:50.

STARKVILLE POLICE DEPT Calls For Service

from 11/16/2022
thru 11/16/2022 09:52

Call #	22-045193	Dispatcher	PEREZ, S
Date/Time	11/16/2022 13:50:13	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address	107 E GILLE SPIE ST		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
PEREZ, S	13:50:13	13:50:13	13:53:56
Notes			
11/16/2022 1:50:29 PM	PEREZ, S	PHOTOS	
11/16/2022 1:53:41 PM	PEREZ, S	BOA HEARING NOTICE HAS BEEN REMOVED	





Photographs below were taken by Officer Sarah Perez on Wednesday, November 16, 2022, at approximately 14:22 of the BOA public hearing notice being replaced on the structure.

Call # 22-045197
Date/Time 11/16/2022 14:22:54
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

107 E GILLE SPIE ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:22:54	14:22:54	14:26:24		

Notes

11/16/2022 2:23:27 PM PEREZ, S

REPLACING THE BOA HEARING NOTICE THAT WAS
REMOVED FROM THE DOOR



Charles Powe
111 East Gillespie Street
Starkville, MS 39759

NOTICE

PARCEL NUMBER 102A-00-087.00
107 E GILLESPIE ST STARKVILLE, MS 39759

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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 Alexandra Nash (662)323-4847



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Consideration of the appointment of Cody Burnett to the Golden Triangle Regional Landfill Authority for the term beginning January 1, 2023 to December 31, 2026.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This was a position that was previously held for the past 16+ years by P.C. McLaurin.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 662-648-9706

SUGGESTED MOTION:

Move approval appointing Cody Burnett to the term ending December 31, 2026.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Consideration of authorizing two appraisals for the area located adjacent to Adkerson Way for the purpose of leasing it to adjacent landowners for use as an outdoor patio area.

AMOUNT & SOURCE OF FUNDING: amount is speculative at approximately \$1500 or so, 001-120-600-300

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This is the method by which we are allowed to rent public space/right of way to users for the purposes of restaurant outdoor spaces.

**REQUESTING
DEPARTMENT:** Administration

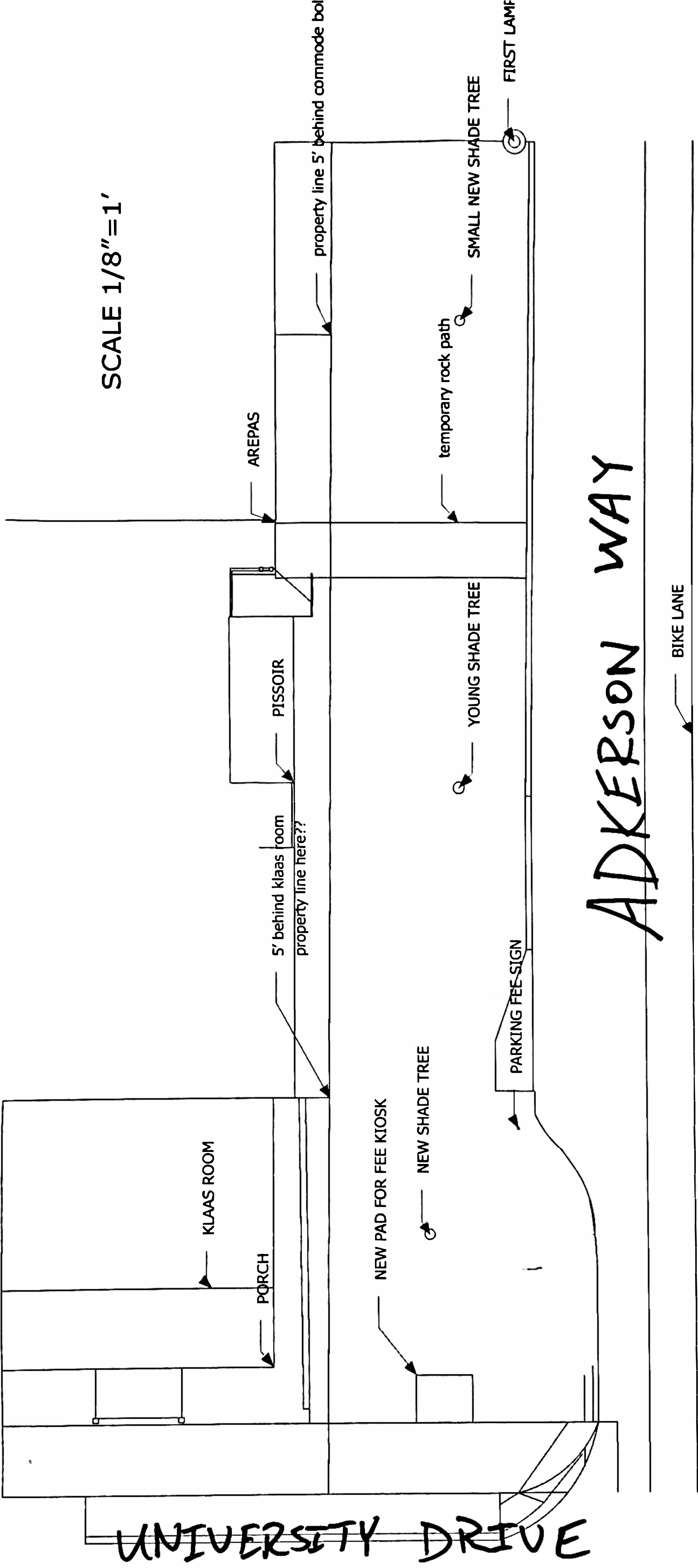
**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 662-648-9706

SUGGESTED MOTION:

Move approval to engage an appraiser for the purpose of assessing the value of potential outdoor patio space to lease to the benefit the adjacent restaurants.

SCALE 1/8"=1'





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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Request authorization to reject all bids for the construction of Main Street Water and Sewer Replacement and authorization re-advertise for bids.

AMOUNT & SOURCE OF FUNDING: 2023 Capital Budget

FISCAL NOTE:

AUTHORIZATION HISTORY: Board approved to advertise for bids on November 1, 2022.

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward Kemp 323-3133

The bids received for this project on December 6, 2022, far exceeded the Engineer's Opinion of Probable Cost. A copy of the bid tabulation is attached.

The construction documents will be reviewed to determine any necessary changes to bring the project closer to the budgeted amount without sacrificing the intent of the project.

It is proposed to re-advertise and re-open bids in February 2023.

SUGGESTED MOTION:

Move approval to reject all bids for the construction of Main Street Water and Sewer Replacement and authorization re-advertise for bids.



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

AGENDA ITEM DEPT: Board Business
AGENDA DATE: December 06, 2022
Page: 1

SUBJECT:

Consideration of approval of the 2023 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

	2023 Holiday Schedule	Paid Holiday
New Year's Day	1st of January	Monday, January 02, 2023
Martin Luther King Jr.	3rd Monday in January	Monday, January 16, 2023
President's Day	3rd Monday in February	Monday, February 20, 2023
Good Friday	Friday before Easter	Friday, April 07, 2023
Memorial Day	Last Monday in May	Monday, May 29, 2023
Independence Day	4th of July	Tuesday, July 4, 2023
Labor Day	1st Monday in September	Monday, September 4, 2023
Veterans Day	11 th of November	Friday, November 10, 2023
Thanksgiving Holiday	Thanksgiving Day	Thursday, November 23, 2023
Christmas Holiday	Christmas Day	Monday, Dec 25, 2023

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Mayor's Office

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval of the 2023 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 6, 2022
PAGE: Page 1 of 4

SUBJECT:

Discussion and consideration of an Encroachment Agreement to allow the placement of a balcony within the right-of-way at 109 East Main Street.

SUMMARY:

The applicant, John Montgomery of Montgomery Law Firm, is requesting approval of an encroachment agreement with the City of Starkville to allow for the placement of a balcony within the right-of-way at 109 East Main Street. The applicant has applied for a building permit. The permit has been reviewed and will be approved upon the execution of the encroachment agreement. Exhibit "A" shows an elevation with the dimensions of the proposed balcony.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the encroachment agreement to allow for the placement of a balcony within the right-of-way at 109 East Main Street.

STREET RIGHT OF WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between John Montgomery (hereinafter "**DEVELOPER**"), and **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation existing pursuant to the laws of the State of Mississippi (hereinafter "**CITY**").

WITNESSETH:

WHEREAS, the **DEVELOPER** desires to construct and install a balcony to the front of the building on property located in the City of Starkville, County of Oktibbeha, State of Mississippi, more specifically described as being located on 109 East Main Street.

WHEREAS, the **DEVELOPER** and **CITY**, are aware that the new installation is constructed on the right of way in an area approximately two hundred (200) square feet in size; as reflected on the attached Exhibit "A" and made part of this agreement; and

WHEREAS, the **DEVELOPER** and the **CITY**, both having been made aware of the proposed right of way encroachment, desire to provide for the permissive use thereof.

NOW, THEREFORE, in consideration of the **CITY** allowing the **DEVELOPER** to construct and maintain said structure in the above-described right of way, the **DEVELOPER** and **CITY** do mutually agree and covenant as follows:

The **DEVELOPER** agrees to bear the expense of any relocation or adjustment as deemed necessary by the **CITY** to sewers, public improvements and utilities made necessary by the encroachment of said structure in the existing right of way.

The **CITY** will not be responsible for any damage to said structure in the existing right of way.

The **DEVELOPER** agrees to indemnify, defend, and hold harmless the **CITY** and its employees, agents, and representatives from any loss, damage, inconvenience, injury, loss of business, claim, judgement, or any other expense, including attorney fees, brought against the **CITY** or its employees, agents, or representatives relating to said structure.

The **DEVELOPER** agrees to assume full and complete responsibility for any and all damage to the **City's** right of way, easement, public improvements, drainage facilities, sanitary sewers or public utilities during construction, repairs and maintenance of the said structure.

The **DEVELOPER** agrees to pay for the recordation of this agreement and any plats or plans that may be attached.

The **DEVELOPER** shall be solely responsible for any and all damage and/or injuries caused by, relating to, or resulting from said structure.

The **DEVELOPER** agrees to furnish, on demand of the City Attorney of the **CITY**, satisfactory evidence that it has the lawful right to enter into this agreement for the purposes herein contained, and said agreement is subject to the approval of said City Attorney.

The **DEVELOPER** hereby agrees that this agreement shall run with the land and shall be binding on the successors and assigns of the **DEVELOPER**.

Execution of this instrument shall in no way be interpreted by the **DEVELOPER** as a relinquishment by the **CITY** of said right of way, and the **CITY** specifically retains all of its lawful rights and powers associated therewith.

This Agreement shall be null and void if any future improvements or alterations are made to the portion of the structure located inside of the **CITY's** right of way without written permission by the **CITY** through the City Planner's office.

This Agreement was given approval by the Mayor and Board of Aldermen at a meeting held on December 6th, 2022.

IN WITNESS WHEREOF, the parties have executed this agreement this _____.

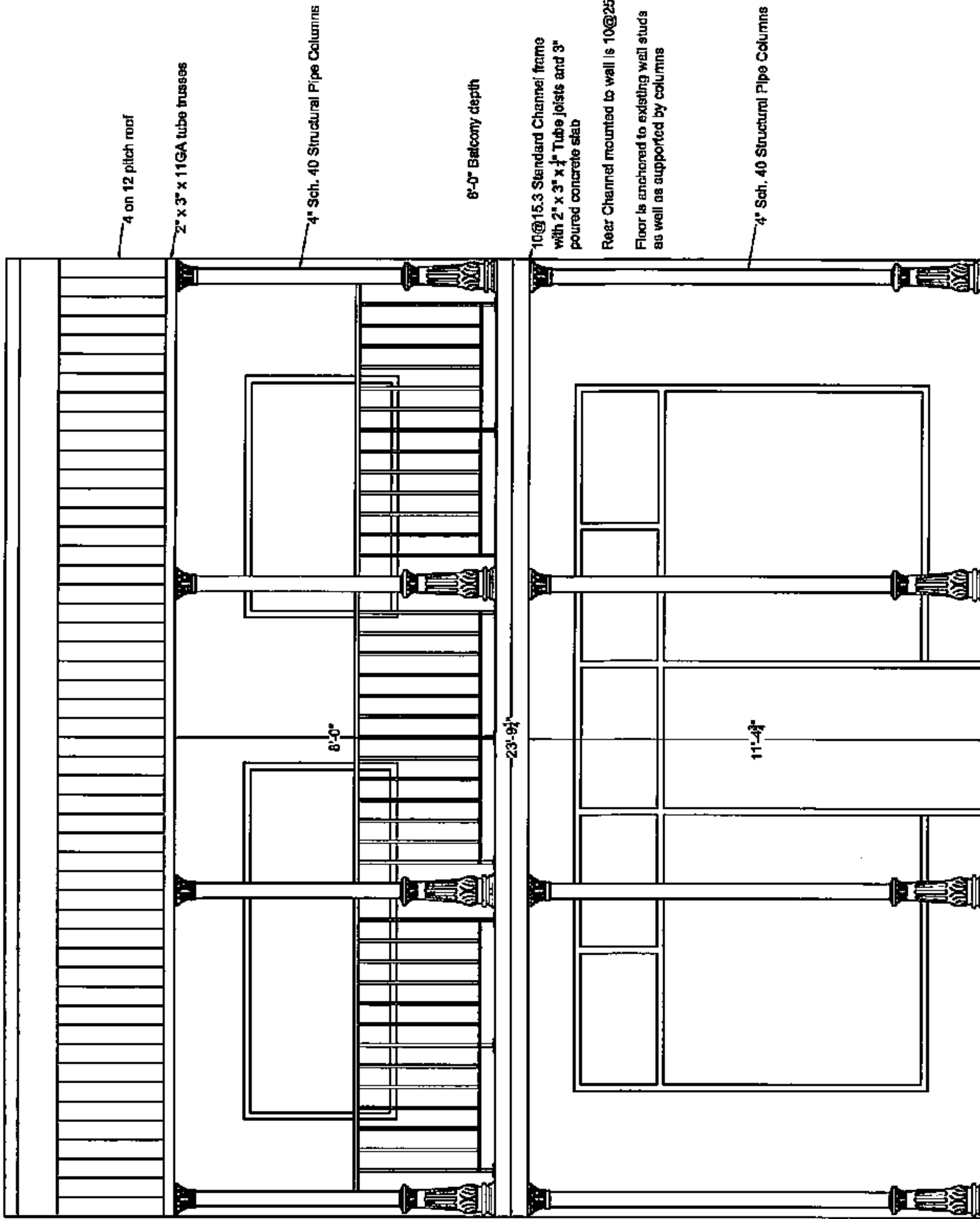
DEVELOPER:

John Montgomery

CITY OF STARKVILLE, MISSISSIPPI:

Lesa Hardin, City Clerk

Lynn Spruill, Mayor



MANUFACTURING COMPANY

ORMANS WELDING & FABRICATION

MONTGOMERY LAW OFFICE

W. PINKERTON

23 NOVEMBER 2021

SCALE: _____



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

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

SUBJECT:

Discussion and consideration of calling for two public hearings for amending the Unified Development Code.

SUMMARY:

The Unified Development Code was adopted in December 2019 and last amended on September 20, 2022. The proposed amendments include but are not limited to: updating the use standards for telecommunications, updating the sound and noise requirements, updating the stormwater requirements, and updating the technical codes. The sections affected by this update include but are not limited to Sections 13.9, 16.2, 16.9, and 17.

There are a total of two public hearings with the Board of Aldermen being proposed. The following preliminary dates would be set for the Public Hearings:

January 3, 2023- 1st Public Hearing- Board of Aldermen

January 17, 2023- 2nd Public Hearing and Consideration- Board of Aldermen

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval to call for two public hearings for amending the Unified Development Code.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 12.6.2022
PAGE: 1

SUBJECT: Consideration of the design services proposal Atwell & Gent, P.A. for the J L King Park Field Lighting and authorizing the Mayor to execute the contract.

AMOUNT & SOURCE OF FUNDING

Contract amount is \$9,200. The Source of Funding will be the 2022 Local Improvements Project Fund \$250,000 allocated to JL King

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DIRECTOR'S

DEPARTMENT: Engineering Department/ Parks Dept **AUTHORIZATION:** Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

This is a design proposal for the associated lighting for the J L King Park Football Field Lighting Project.

.

SUGGESTED MOTION: Move for approval to accept the design services proposal from Atwell& Gent, P.A. for the J L King Park Field Lighting.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **CITY OF STARKVILLE**, Starkville, Mississippi, hereinafter designated as the OWNER, and **ATWELL & GENT, P.A.**, Starkville, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates construction of athletic field lighting and associated power systems for the J.L. King Football Field, hereinafter designated as the "FACILITIES," using existing concrete poles salvaged from McKee Park, and either existing lighting fixtures salvaged from McKee Park, or alternatively, new LED lighting fixtures, in Oktibbeha County in the State of Mississippi, and

WHEREAS: The OWNER requires the ENGINEER to provide engineering services associated required to construct improvements to the FACILITIES, and

WHEREAS: Certain engineering services are required in the investigation, planning and execution of said improvements to the FACILITIES, and

WHEREAS: The OWNER does hereby employ the ENGINEER to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the engineering and consulting services described as follows:

ITEM ONE: DESIGN PHASE

Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, materials, and equipment necessary for the construction of improvements to the FACILITIES.

The ENGINEER shall prepare and furnish to the OWNER cost estimates of all work included in the OWNER's completed plans, specifications, and contract documents.

ITEM TWO: BID PHASE

The ENGINEER will provide the OWNER one (1) set of reproducible plans and specifications for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of improvements to the FACILITIES.

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the bid phase.

ITEM THREE: CONSTRUCTION PHASE

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the construction period and shall:

1. Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other items for compliance with the information given on Plans and Specifications prepared by ENGINEER.

2. Make periodic inspections of all work by the contractor and make reports to the OWNER of the ENGINEER's findings.
3. Based upon his review of the CONTRACTOR's applications for payment and supporting data, determine the amounts owing to the CONTRACTOR and approve in writing payment to the CONTRACTOR in such amounts.
4. Be available to the OWNER for interpretation of Plans and Specifications prepared by the ENGINEER, and recommend construction Change Orders as they are required for the proper execution of the Work.
5. Conduct, in company with the OWNER, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve, in writing, final payment to the CONTRACTOR.
6. The ENGINEER shall not be responsible for the methods and means employed by the CONTRACTOR in the performance of the construction work. Further, the ENGINEER shall not be responsible for the safety of the workmen and others who might be injured during the course of the construction work by the CONTRACTOR, or for property that may be damaged.

ITEM FOUR: ADDITIONAL SERVICES

When authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others additional services not otherwise specifically provided for in ITEMS ONE, TWO and THREE of SERVICES. These services shall include but not be limited to the following:

1. Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.
2. Prepare revisions of design documents, plans, or specifications that have been previously approved by the OWNER.
3. Prepare for and give testimony as an expert witness or make any other appearance on behalf of the OWNER before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.
4. Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, or the OWNER's default due to delinquency or insolvency.

ARTICLE 2 OWNER'S RESPONSIBILITY

THE OWNER agrees, in consideration of the services to be performed by the ENGINEER, as hereinbefore set out to:

1. Furnish to the ENGINEER copies of all records, reports, design plans, and other information in its possession that may be required by the ENGINEER in the investigations and designs hereinbefore described.
2. Pay the costs of any legal advertisements which may be necessary in advertising the project for bids.
3. Ensure that other project(s) planned to remove existing concrete poles and field lighting fixtures from McKee Park are coordinated and completed prior to commencement of this project.

ARTICLE 3 PAYMENTS

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEER's SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: DESIGN PHASE

The sum of FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700.00).

The fee shall be due and payable upon delivery to the OWNER of all Contract Documents necessary for taking bids for construction of FACILITIES.

ITEM TWO: BID PHASE

The sum of FIVE HUNDRED DOLLARS (\$500.00).

The fee shall be payable upon delivery to the OWNER of a tabulation of the bids received for construction of FACILITIES.

ITEM THREE: CONSTRUCTION PHASE

The sum of FOUR THOUSAND DOLLARS (\$4,000.00).

The fee shall be payable from time to time as construction progresses and in direct proportion to the percentage of the work completed by the contractor. No more than 95% of the fee will be payable to the ENGINEER until all closeout documents have been delivered to the OWNER and a Certificate of Final Acceptance has been issued by the OWNER.

ITEM FOUR: ADDITIONAL SERVICES

The OWNER shall reimburse the ENGINEER on an hourly basis for each hour that any employee of the ENGINEER for hours spent on Additional Services as defined in ARTICLE 1 of this Contract, plus travel and out-of-pocket expenses as defined below:

1.0 Hourly Rates

Firm Principal	\$150.00
Sr. Engineer	\$140.00
Engineer I	\$120.00
Engineer II.....	\$105.00
Engineering Technician.....	\$100.00
CAD Technician.....	\$75.00
Senior Engineering Intern.....	\$50.00
Junior Engineering Intern	\$35.00

2.0 Subcontract Work

Subcontract costs for work performed by another firm if required, will be billed at cost.

3.0 Billing

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The ENGINEER will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 4 CONSTRUCTION BUDGET

OWNER's construction budget for this project is \$120,000.00.

ARTICLE 5 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 6 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 7 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 8 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the ENGINEER any supervisory responsibility for the installation and implementation of any facilities to be constructed and services therein. Any work done regarding construction of facilities and services therein, whether by OWNER or by independent contractors, is not under the authority or the supervision of the ENGINEER, its officers and/or agents. The ENGINEER's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 9 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 10 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 11 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

ARTICLE 12 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 13 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 14 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 15 NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 4 - GENERAL CONSIDERATIONS

The ENGINEER's estimate of costs is the opinion of the ENGINEER of the probable construction cost on the date the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the OWNER.

The ENGINEER shall carry Professional Liability Insurance with limits of liability of \$2,000,000.00 for the duration of this Agreement. ENGINEER shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. ENGINEER shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The ENGINEER will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction contractors or materialmen.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

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

If the project is suspended for more than six months or abandoned in whole or in part, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 3, PAYMENTS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this **7th day of November, 2022.**

OWNER

WITNESS

CITY OF STARKVILLE

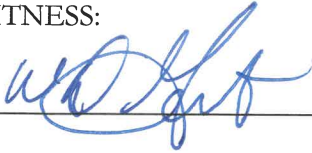
By: _____

Title: _____

ENGINEER

WITNESS:

ATWELL AND GENT, P.A.



By: 

Title: President



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 12/06/2022

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 December 06, 2022 is \$ 1,939,664.58
Of which the claims amount for Starkville Utilities is \$ 414,927.62

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 December 01, 2022 for fiscal years ending 09/30/23 acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-000-054-205	1,227.28
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	001-000-053-206	64.76
CHESTER LEIGH	INV0035734	11/10/2022	REMISSION OF BOND TEA DAVIS	001-000-149-691	4,000.00
AMAZON CAPITAL SERVICES, INC.	1GRF-H4T1-FNMQ	11/16/2022	CPR MANIKINS,DECHOCKER ADULT AND CHILD	001-000-160-697	593.90
WALMART- CAPITAL ONE	243457	11/16/2022	LUNCH FOR FIREFIGHTERS	001-000-160-697	130.99
TABIAS CUNNINGHAM	INV0035747	11/17/2022	OVERPAID	001-000-149-691	2.00
ARTORO AQUILAR	INV0035756	11/21/2022	OVER PAID	001-000-149-691	823.00
SEAN TRUSTY	INV0035768	11/28/2022	OVERPAYMENT	001-000-149-691	260.00
DELTAN MEYERS	INV0035770	11/29/2022	JUDGE DISMISSED CHARGES	001-000-149-691	880.00
JOHN CLARK, JR	INV0035765	11/30/2022	OVERPAYMENT	001-000-149-691	500.00
Outstanding Total:					8,481.93
Department 000 - UNDESIGNATED Total:					8,481.93
Department: 005 - MISSING DESCRIPTION FOR DEPT - 005					
Outstanding					
FUELMAN / FLEETCOR	NP63274204	11/14/2022	11.7.22-11.13.22 FUEL CHARGES	001-005-054-208	111.90
FUELMAN / FLEETCOR	NP63307402	11/21/2022	FUEL CHARGES 11.14.22-1.20.22	001-005-054-208	94.10
ATMOS ENERGY	INV0035771	11/30/2022	MONTHLY USAGE	001-005-054-208	123.33
Outstanding Total:					329.33
Department 005 - MISSING DESCRIPTION FOR DEPT - 005 Total:					329.33
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-100-604-330	77.34
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-100-604-330	80.02
Outstanding Total:					157.36
Department 100 - BOARD OF ALDERMEN Total:					157.36
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-110-604-330	77.34
SULLIVAN'S OFFICE SUPPLY, INC.	77135	11/10/2022	ENVELOPES,FILE POCKET, TAPE, TONER,BATTERIES, CLIP	001-110-501-200	287.15
SULLIVAN'S OFFICE SUPPLY, INC.	77136	11/10/2022	ENVELOPES	001-110-501-200	237.04
CANON FINANCIAL SERVICES, INC	29506004	11/12/2022	COPIER USAGE	001-110-604-330	122.63
CANON FINANCIAL SERVICES, INC	29506008	11/12/2022	COPIER USAGE	001-110-604-330	180.02
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-110-604-330	40.01
VANYETTA HOLMES	INV0035729	11/14/2022	CONTRACT LABOR	001-110-600-301	148.00
DYLAN PEDEN	INV0035730	11/14/2022	COURT OBLIGATIONS	001-110-600-301	75.00
CAMERON BELL	INV0035731	11/14/2022	COURT OBLIGATIONS	001-110-600-301	75.00
VANYETTA HOLMES	INV0035769	11/25/2022	CONTRACT TIME	001-110-600-301	92.50
Outstanding Total:					1,334.69
Department 110 - MUNICIPAL COURT Total:					1,334.69

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 111 - YOUTH COURT					
Outstanding					
LOWNDES COUNTY JUVENILE DETENTION CENTER	INV0035745	11/17/2022	JULY,AUGUST,SEPTEMBER	001-111-604-340	22,812.49
LOWNDES COUNTY JUVENILE DETENTION CENTER	INV0035746	11/17/2022	OCTOBER,NOVEMBER,DECEMBER	001-111-604-340	22,812.49
Outstanding Total:					45,624.98
Department 111 - YOUTH COURT Total:					45,624.98
Department: 120 - MAYORS OFFICE					
Outstanding					
PARK MOBILE	INV29834	08/31/2022	SINAGE BILLPACK	001-120-565-272	100.00
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-120-604-330	77.34
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSMS-1022	11/03/2022	SEPT 2022	001-120-600-300	4,166.66
CANON FINANCIAL SERVICES, INC	29506007	11/12/2022	COPIER USAGE	001-120-604-330	100.30
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-120-604-330	40.01
Outstanding Total:					4,484.31
Department 120 - MAYORS OFFICE Total:					4,484.31
Department: 123 - IT					
Outstanding					
CLYDE C SCOTT INSURANCE	45523	10/28/2022	INSURANCE RENEWAL	001-123-620-370	22,700.00
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-123-604-330	77.33
BLUIP, INC.	161981	11/01/2022	RECURRING CHARGES	001-123-604-330	1,520.84
GOVERNMENT LEASING, LLC	GLC23851-34/60	11/05/2022	5 SURVEILLANCE CAMERAS AND SENSORS	001-123-918-806	667.00
CANON FINANCIAL SERVICES, INC	29505999	11/12/2022	COPIER USAGE	001-123-604-330	102.20
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-123-604-330	446.49
CADENCE /ELAN VISA	INV0035775	11/30/2022	GATECOME	001-123-600-300	19.95
Outstanding Total:					25,533.81
Department 123 - IT Total:					25,533.81
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-145-604-330	77.34
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	001-145-604-330	16.19
FEDEX	7-941-18565	11/09/2022	CCO FEDEX	001-145-604-330	38.45
CANON FINANCIAL SERVICES, INC	29505997	11/12/2022	COPIER USAGE	001-145-604-330	491.13
CANON FINANCIAL SERVICES, INC	29506004	11/12/2022	COPIER USAGE	001-145-604-330	122.63
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-145-604-330	40.01
TYLER TECHNOLOGIES	025-403133	11/21/2022	ACCOUNTS PAYABLE TRAINING C PERKINS	001-145-610-350	300.00
STARKVILLE DAILY NEWS	0000311	11/22/2022	RENEWAL OF SUBSCRIPTION	001-145-501-200	149.00
MAGPPA	1669139756951	11/22/2022	MAGPPA RENEWAL LESA HARDIN & JOANNA MCLAURIN	001-145-690-556	70.00
TYLER BUSINESS FORMS	77441	11/23/2022	1099 FORMS	001-145-501-200	199.19
Outstanding Total:					1,503.94
Department 145 - OTHER ADMINISTRATIVE Total:					1,503.94
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1264627	11/10/2022	MARK BALLARD RENEW POLICY	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1264632	11/10/2022	LESA HARDIN RENEW POLICY	001-159-620-371	175.00
Outstanding Total:					350.00
Department 159 - BONDING-CITY EMPLOYEES Total:					350.00

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300234315	10/30/2022	LOT 347 GREENBRIAR	001-169-615-342	31.44
STARKVILLE DAILY NEWS	300234316	10/30/2022	105 FELIX LONG	001-169-615-342	60.12
STARKVILLE DAILY NEWS	300235046	11/08/2022	SOS ADV-UTILITIES	001-169-615-342	55.94
STEPHANIE	INV0035732	11/10/2022	L THOMPSON DUI 2ND	001-169-600-309	200.00
MALLETTE,ATTORNEY AT LAW					
STEPHANIE	INV0035733	11/10/2022	L THOMPSON DUI 2ND	001-169-600-309	200.00
MALLETTE,ATTORNEY AT LAW					
PETTY CASH VOUCHERS	INV0035767	11/28/2022	FILE 2 EASEMENTS	001-169-615-342	52.00
Outstanding Total:					599.50
Department 169 - LEGAL Total:					599.50
Department: 180 - HUMAN RESOURCES					
Outstanding					
CANON FINANCIAL SERVICES, INC	29505999	11/12/2022	COPIER USAGE	001-180-604-330	102.20
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-180-604-330	40.01
KRONOS	11990961	11/15/2022	PAYROLL	001-180-691-505	55.00
CLINIC AT ELM LAKE, THE	34604	11/15/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34638	11/18/2022	DRUG SCREEN	001-180-600-320	30.00
Outstanding Total:					257.21
Department 180 - HUMAN RESOURCES Total:					257.21
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-190-604-330	77.33
DUNAWAY WILLIAMS ARCHITECTS	002	11/01/2022	ARCH REVIEW FKC	001-190-600-305	200.00
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	001-190-604-330	16.19
CANON FINANCIAL SERVICES, INC	29506007	11/12/2022	COPIER USAGE	001-190-604-330	100.30
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-190-604-330	260.02
CADENCE /ELAN VISA	INV0035766	11/22/2022	YARD SIGNS	001-190-604-330	152.44
TIMOTHY GEDDIE	22065	11/23/2022	ARCHITECTURE REVIEW MARKETPLACE	001-190-600-305	200.00
Outstanding Total:					1,006.28
Department 190 - CITY PLANNER Total:					1,006.28
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
KONE, INC.	962366734	11/01/2022	MAINT 11.01.22-4.30.23	001-192-600-338	4,484.76
KONE, INC.	1158429751	11/07/2022	REPAIR OUTDOOR ELEVATOR	001-192-630-403	1,774.70
INTERNAL REVENUE SERVICE / DEPARTMENT OF THE TREASURY	INV0035735	11/07/2022	64-6001082 TAX PERIOD 6.30.22 FORM #720	001-192-620-370	52.96
CINTAS	4137240360	11/14/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4137240512	11/14/2022	SUPPLIES	001-192-510-220	74.44
NORTHEAST EXTERM- POLICE ACCT	65712	11/14/2022	MONTHLY EXTERMINATING CITY HALL	001-192-600-338	45.00
PETTY CASH VOUCHERS	INV0035744	11/16/2022	BOWLS	001-192-510-220	4.00
BRISLIN, INC	221882	11/17/2022	RPS TO UNIT #6 ENGINEERING	001-192-630-403	231.00
CINTAS	4138024463	11/21/2022	SUPPLIES	001-192-510-220	72.85
CINTAS	4138024517	11/21/2022	SUPPLIES	001-192-510-220	74.44
ATMOS ENERGY	INV0035763	11/21/2022	MONTHLY USAGE	001-192-625-380	806.90
CINTAS	4138790709	11/29/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4138790779	11/29/2022	SUPPLIES	001-192-510-220	74.44
Outstanding Total:					7,720.73
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					7,720.73

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 197 - ENGINEERING					
Outstanding					
DEX IMAGING, INC.	AR7824652	06/09/2022	PLOTTER REPAIRS	001-197-630-400	189.00
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-197-604-330	77.33
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	001-197-690-450	32.38
CANON FINANCIAL SERVICES, INC	29506007	11/12/2022	COPIER USAGE	001-197-604-330	100.30
FUELMAN / FLEETCOR	NP63330602	11/28/2022	FUEL CHARGES 11.21.22-11.27.22	001-197-525-231	47.70
Outstanding Total:					446.71
Department 197 - ENGINEERING Total:					446.71
Department: 201 - POLICE DEPARTMENT					
Outstanding					
CADENCE /ELAN VISA	INV0035777	10/01/2022	ADOBE ATEREFFECTS	001-201-918-805	256.67
GULF STATES DISTRIBUTORS, INC.	1430827.1	10/03/2022	AMMO FOR SWAT	001-201-556-251	1,398.50
CADENCE /ELAN VISA	INV0035776	10/14/2022	2 SNIPPER TRAINING LODGE AT STATE PARK	001-201-690-552	385.20
AMAZON CAPITAL SERVICES, INC.	1437-TJQ4-FF9N	10/15/2022	INTEL NUC 11 GAMING & BUSINESS MINI DESK TOP	001-201-630-404	1,666.20
AT&T MOBILITY	28730886745X11052022	10/27/2022	MONTHLY USAGE	001-201-604-330	85.51
AT&T MOBILITY	287308964770X11052022	10/27/2022	MONTHLY USAGE	001-201-604-330	94.71
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-201-604-330	347.33
ARMY NAVY PAWN SHOP	110122A	11/01/2022	2 MENS CLASS B CARGO PANTS	001-201-535-233	84.00
AT&T VPN SERVICE	3143624377	11/01/2022	11.1.22-11.30.22 NCIC	001-201-604-330	222.11
CANON SOLUTIONS AMERICA*	6002311067	11/01/2022	MAINTENANCE ON COPIER	001-201-615-343	36.32
CANON SOLUTIONS AMERICA*	6002315987	11/01/2022	MAINTENANCE OF COPIER	001-201-615-343	75.52
MONROE COUNTY SHERIFF'S OFFICE	907	11/01/2022	PRISONER JAIL EXPENSE HOUSING INMATES	001-201-541-237	550.00
AT&T VPN SERVICE	INV0035759	11/01/2022	831-001-1095-769 MONTHLY USAGE	001-201-604-330	205.61
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	001-201-690-450	453.32
OKTIBBEHA COUNTY SHERIFF'S OFFICE	OCTOBER2022	11/02/2022	INMATE HOUSING FOR OCTOBER 2022	001-201-541-237	11,160.00
ARMY NAVY PAWN SHOP	110322B	11/03/2022	UA STELLAR G2 6" BOOT W ZIPPER	001-201-535-233	80.00
POLLAN & ASSOC. PA	22561	11/04/2022	8' STANDARD TABLE THROW/SPD LOGO	001-201-501-200	213.68
TRI-STARR MUFFLER & BRAKES	022610	11/07/2022	VIN#8069 TIMING KIT,VVT INTAKE,WATER PUMP OIL CHAN	001-201-630-360	2,659.41
UNITED SHIELD INTERNATIONAL LLC	27498	11/07/2022	12 SPECIAL OPS HELMETS	001-201-750-550	8,460.00
NEWELL PAPER COMPANY	3151021	11/07/2022	JANITORIAL SUPPLIES	001-201-555-208	132.77
GTPDD PHARMACY	36105	11/07/2022	MEDECINE FOR PRISONER J DUNCAN	001-201-541-240	40.36
MAGNOLIA BOTTLED WATER CO	56475	11/07/2022	4 COOLER OF WATER	001-201-501-200	36.00
SULLIVAN'S OFFICE SUPPLY, INC.	77034	11/07/2022	2 BOXES RED DELUXE TOP TAB FILE FOLDERES	001-201-501-200	61.98
PRECISION WINDOW TINTING	INV0035737	11/07/2022	MIRROR FILM TINT 2 SECURED ENTRY DOORS	001-201-630-426	400.00
ARMY NAVY PAWN SHOP	11822B	11/08/2022	STREAMLIGHT STINGER DS LED HL	001-201-556-251	1,200.00
GULF STATES DISTRIBUTORS, INC.	1431186	11/08/2022	5 CASES 5.56MM 3 CASES 5.56 FOR SWAT TRAINING	001-201-556-251	2,760.00
GULF STATES DISTRIBUTORS, INC.	1431190	11/08/2022	20 CASES 5.56 53GR GMX TAP PATROL	001-201-556-251	4,260.00
GULF STATES DISTRIBUTORS, INC.	1431190A	11/08/2022	5 CASES .308 168GR ELD TAP PRECISION	001-201-556-251	1,245.00

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ACCURATE LAW ENFORCEMENT	20-2497	11/08/2022	4 CASES YELLOW SIMS 9MM/500 RDS	001-201-556-251	1,068.00
MID-SOUTH UNIFORM & SUPPLY, INC	633977	11/08/2022	UNIFORMS	001-201-535-233	3,092.72
WALMART- CAPITAL ONE	082871	11/09/2022	NOTEBOOKS	001-201-501-200	25.22
TNVC, INC	435500-G	11/09/2022	11 OPS-CORE HEADSETS AND SHIPPING	001-201-750-550	10,930.00
NMLETC- N MS LAW ENFORCEMENT TRAINING CENTER	710	11/10/2022	BASIC CLASS BEGNER,MCCOY,THOMAS	001-201-690-552	12,000.00
DPS CRIME LAB	90124848	11/10/2022	4 ANALYTICAL FEES	001-201-600-300	240.00
DIEGO SOTOMENESES	INV0035736	11/10/2022	REIMBURSEMENT FOR LOWE'S PURCHASE OF HARD HAT	001-201-556-251	7.20
CANON FINANCIAL SERVICES, INC	29506002	11/12/2022	COPIER USAGE	001-201-635-369	620.40
CANON FINANCIAL SERVICES, INC	29506003	11/12/2022	COPIER USAGE	001-201-635-369	58.45
CANON FINANCIAL SERVICES, INC	29506005	11/12/2022	COPIER USAGE	001-201-635-369	286.30
CANON FINANCIAL SERVICES, INC	29506006	11/12/2022	COPIER USAGE	001-201-635-369	117.82
WALMART- CAPITAL ONE	694340	11/12/2022	BATTERIES	001-201-501-200	69.72
AMAZON CAPITAL SERVICES, INC.	1VCF-JRYR-93P6	11/14/2022	POWER STRIP, FAST TYPE C CHARGER, EXTENSION CORD	001-201-630-404	78.76
PARKER CDJR*	200740	11/14/2022	VIN#9665 OIL CHANGE/REPLACE HEADLAMP	001-201-630-360	150.53
NORTHEAST EXTERM- POLICE ACCT	65713	11/14/2022	MONTHLY EXTERMINATING	001-201-600-300	50.00
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-201-604-330	1,687.73
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-201-690-450	680.17
FUELMAN / FLEETCOR	NP63274204	11/14/2022	11.7.22-11.13.22 FUEL CHARGES	001-201-525-231	3,141.50
TRI-STARR MUFFLER & BRAKES	022640	11/15/2022	VIN#4659 OIL CHANGE	001-201-630-360	69.55
ARMY NAVY PAWN SHOP	111522A	11/15/2022	6 SUREFIRE X300UA	001-201-556-251	1,500.00
ARMY NAVY PAWN SHOP	111522B	11/15/2022	UA STELLAR G2 TAC BOOT	001-201-535-233	80.00
DANNY MCCLUSKEY TOWING	3696	11/15/2022	TOWING TO IMPOUND LOT	001-201-600-300	95.00
CADENCE /ELAN VISA	INV0035758	11/15/2022	INSTACARD FOR POLICE ID'S	001-201-600-300	250.00
GULF STATES DISTRIBUTORS, INC.	1431920	11/16/2022	3 CASES FEDGM308M-500	001-201-545-238	1,455.00
MID-SOUTH UNIFORM & SUPPLY, INC	634208	11/16/2022	PANTS, SHIRTS & PATCHES	001-201-535-233	267.09
ARMY NAVY PAWN SHOP	72622B	11/17/2022	PANTS FOR MOTOR UNIT	001-201-535-233	210.00
OKTIBBEHA COUNTY COOPERATIVE	841868	11/17/2022	10 CROSSTIES'S FIRING RANGE SUPPLIES	001-201-545-238	269.50
CADENCE /ELAN VISA	INV0035757	11/17/2022	OKLAHOMA CITY HOTEL TRAINING TYLER DAVIS	001-201-690-552	450.36
KENYA BIBBS	INV0035760	11/17/2022	REIMBURSE MEALS POLICE TRAINING	001-201-690-552	37.82
BRISLIN, INC	221690	11/21/2022	1ST QUARTER 2023 POLICE	001-201-630-426	2,495.00
ATMOS ENERGY	INV0035763	11/21/2022	MONTHLY USAGE	001-201-625-380	90.66
FUELMAN / FLEETCOR	NP63307402	11/21/2022	FUEL CHARGES 11.14.22-1.20.22	001-201-525-231	3,335.05
FUELMAN / FLEETCOR	NP63330602	11/28/2022	FUEL CHARGES 11.21.22-11.27.22	001-201-525-231	2,680.34
CADENCE /ELAN VISA	INV0035774	11/30/2022	GOOGLE DRIVE	001-201-501-200	1.99
Outstanding Total:					86,239.41
Department 201 - POLICE DEPARTMENT Total:					86,239.41
Department: 246 - CODE ENFORCEMENT					
Outstanding					
WALMART- CAPITAL ONE	602512	11/10/2022	4 TB EXTERNAL HARD DRIVES FOR OFF NASH	001-246-501-200	89.00
FUELMAN / FLEETCOR	NP63274204	11/14/2022	11.7.22-11.13.22 FUEL CHARGES	001-246-525-231	39.90

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP63307402	11/21/2022	FUEL CHARGES 11.14.22-1.20.22	001-246-525-231	61.38
FUELMAN / FLEETCOR	NP63330602	11/28/2022	FUEL CHARGES 11.21.22-11.27.22	001-246-525-231	35.85
Outstanding Total:					226.13
Department 246 - CODE ENFORCEMENT Total:					226.13

Department: 261 - FIRE DEPARTMENT

Outstanding

GORESUE BRANDS INC	44314	10/26/2022	PHILIPS INFANT/CHILD KEY FOR AED	001-261-555-250	344.82
AT&T MOBILITY	287312769594x11052022	10/27/2022	monthly usage	001-261-604-330	50.34
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-261-604-330	77.33
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035727	11/01/2022	MONTHLY USAGE	001-261-625-380	92.39
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	001-261-690-450	318.09
AMAZON CAPITAL SERVICES, INC.	1XRF-66X9-NXR1	11/05/2022	TRUCK MATS AND WINDSHIELD MOLD FD3 TRUCK	001-261-630-360	180.35
RYAN CLASSEN	4076928799	11/06/2022	FURTHER FIREFIGHTER TRAINING	001-261-600-390	75.00
CHASE NEWMAN	INV0035752	11/06/2022	REIMBURSE TN RIVER TRAINING	001-261-600-390	360.00
LEEANN BATES	INV0035753	11/06/2022	REIMBURSE TRAINING AND HOTEL	001-261-600-390	230.35
LOWE'S-FIRE	01015	11/09/2022	FRIG ST 1	001-261-558-269	1,026.00
QUILL CORPORATION	28904379	11/09/2022	PHONE MESSAGE BOOK AND JANITORIAL SUPPLIES	001-261-555-208	263.54
POLLAN & ASSOC. PA	22567	11/10/2022	LIGHTWEIGHT TACTICAL PANTS	001-261-535-233	383.12
SULLIVAN'S OFFICE SUPPLY, INC.	77113	11/10/2022	ALL WEATHER OUTDOOR FLAG 96X80	001-261-555-250	82.45
STEPHEN BOREN	INV0035750	11/10/2022	REIMBURSE RETEST 1021 I & II	001-261-600-390	50.00
DANNY'S AUTOMOTIVE & ENGINE REPAIR	INV0035751	11/10/2022	R&R HOSES, CLEANOUT HEATER CORE AND ANTIFREEZE	001-261-630-360	85.00
MARQUANDRIC STARKS	INV0035754	11/10/2022	REIMBURSE MEALS FOR MSFA	001-261-600-390	102.89
DIRECTV	010315788x221111	11/11/2022	SATELITE FOR ST 5	001-261-625-380	179.75
CANON FINANCIAL SERVICES, INC	29506001	11/12/2022	COPIER USAGE	001-261-604-330	267.42
ARMY NAVY PAWN SHOP	111422A	11/14/2022	UNIFORM BOOTS	001-261-535-233	80.00
M'PRINTS	55682	11/14/2022	UNIFORM T-SHIRTS	001-261-535-233	562.50
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-261-604-330	440.13
FUELMAN / FLEETCOR	NP63274204	11/14/2022	11.7.22-11.13.22 FUEL CHARGES	001-261-525-231	818.19
ARMAND ADVERTISING LLC	1931	11/15/2022	20 OZ FIRE HELMET BOTTLES, CINNAMON BALLS, SHIPPIN	001-261-501-250	1,042.65
DAVIS PAPER & CHEMICAL	4432	11/16/2022	JANITORIAL SUPPLIES	001-261-555-208	247.19
WALMART- CAPITAL ONE	281978	11/17/2022	LINEN FOR NEW FIREFIGHTER	001-261-555-250	161.20
ARMY NAVY PAWN SHOP	111822A	11/18/2022	UNIFORM BOOTS AND BELTS	001-261-535-233	80.00
SUNBELT FIRE APPARATUS	130740	11/18/2022	MAINTENANCE SCBA	001-261-630-360	3,685.60
M'PRINTS	56062	11/18/2022	UNIFORM T-SHIRTS	001-261-535-233	337.50
LANN CHEMICAL & SUPPLY	108108	11/21/2022	PAPER TOWELS	001-261-555-208	550.50
STARKVILLE UTILITIES	INV0035762	11/21/2022	MONTHLY USAGE	001-261-625-380	583.28
ATMOS ENERGY	INV0035763	11/21/2022	MONTHLY USAGE	001-261-625-380	81.87
FUELMAN / FLEETCOR	NP63307402	11/21/2022	FUEL CHARGES 11.14.22-1.20.22	001-261-525-231	925.40
ARMY NAVY PAWN SHOP	112222B	11/22/2022	UNIFORM BOOTS	001-261-535-233	69.00
MS FIRE FIGHTER ASSOCIATION	INV0035764	11/22/2022	FIREFIGHTER MEMBERSHIP DUES	001-261-690-555	1,080.00
EAST MISSISSIPPI LUMBER CO.	A119875	11/28/2022	BRASS HOSE END AND FLEX HOSE	001-261-630-360	58.49
FUELMAN / FLEETCOR	NP63330602	11/28/2022	FUEL CHARGES 11.21.22-11.27.22	001-261-525-231	466.81

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
INTERSTATE BATTERY OF CNTRL MS	3037074	11/29/2022	BATTERY OLD DODGE	001-261-630-360	118.95
ATMOS ENERGY	INV0035771	11/30/2022	MONTHLY USAGE	001-261-625-380	718.42
CADENCE /ELAN VISA	INV0035773	11/30/2022	VIASAT INTERNET	001-261-604-330	170.85
Outstanding Total:					16,447.37
Department 261 - FIRE DEPARTMENT Total:					16,447.37

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-281-604-330	77.33
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	001-281-690-450	80.95
CANON FINANCIAL SERVICES, INC	29506007	11/12/2022	COPIER USAGE	001-281-604-330	100.30
LOWE'S-STREET	02355	11/14/2022	DEMO MATERIAL FOR CURTIS,FELLOWSHIP AND GILLESPIE	001-281-600-323	167.13
FUELMAN / FLEETCOR	NP63307402	11/21/2022	FUEL CHARGES 11.14.22-1.20.22	001-281-525-231	109.13
Outstanding Total:					534.84
Department 281 - BUILDING/CODES OFFICE Total:					534.84

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035727	11/01/2022	MONTHLY USAGE	001-290-625-380	79.54
STARKVILLE UTILITIES	INV0035762	11/21/2022	MONTHLY USAGE	001-290-625-380	65.95
Outstanding Total:					145.49
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					145.49

Department: 301 - STREET DEPARTMENT

Outstanding

IVY AUTO PARTS, LLC.	687451	06/06/2022	SHOP AIR COMPRESSOR	001-301-630-400	37.96
POLLAN & ASSOC. PA	22526	10/20/2022	EMBROIDERY JACKET TROY JOHNSON	001-301-535-233	32.63
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-301-604-330	77.33
STARKVILLE AUTO PARTS	5151-156676	11/01/2022	FILTERS FOR TRUCK 106	001-301-630-360	24.48
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035727	11/01/2022	MONTHLY USAGE	001-301-625-380	5,751.70
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	001-301-690-450	259.04
NUNLEY TRUCKING CO., INC.	32715	11/03/2022	CRUSH & RUN	001-301-560-270	1,547.98
AUTOZONE	0426535451	11/04/2022	PARTS AND SHOP SUPPLIES	001-301-630-360	97.31
STARKVILLE LP GAS	3191477	11/07/2022	PROPANE FOR ASPHALT TRUCK	001-301-555-250	31.83
BELL BUILDING SUPPLY, INC.	360529	11/09/2022	CONCRETE MIX	001-301-560-270	58.01
STARKVILLE AUTO PARTS	5151-156886	11/09/2022	BRAKES PADS TRUCK #705	001-301-630-360	60.99
GATEWAY TIRE & SERVICE CENTER	1018-170798	11/14/2022	TIRE REPLACEMENT FOR TRAILER	001-301-630-360	321.89
CINTAS	4137240381	11/14/2022	SUPPLIES	001-301-555-250	36.78
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-301-604-330	291.68
STARKVILLE UTILITIES	INV0035748	11/14/2022	MONTHLY CHARGES	001-301-625-380	31,533.06
FUELMAN / FLEETCOR	NP63274204	11/14/2022	11.7.22-11.13.22 FUEL CHARGES	001-301-525-231	890.83
UNITED RENTALS (NORTH AMERICA), INC.	213121728-001	11/15/2022	GROOVER	001-301-560-270	84.94
OKTIBBEHA COUNTY COOPERATIVE	841559	11/16/2022	WINTER GEAR	001-301-535-233	232.65
OKTIBBEHA COUNTY COOPERATIVE	841640	11/16/2022	WINTER GEAR	001-301-535-233	179.99
SHERWIN WILLIAMS CO.	0329-7	11/17/2022	WHITE TRAFFIC PAINT	001-301-565-272	357.36
OKTIBBEHA COUNTY COOPERATIVE	841893	11/17/2022	WINTER HAEK RYE GRASS	001-301-555-250	34.80
FASTENAL COMPANY	MSSTA102641	11/17/2022	ASPHALT BLADES	001-301-560-270	627.65

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FASTENAL COMPANY	MSSTA102643	11/17/2022	ASPHALT BLADES	001-301-560-270	627.65
LOWE'S-STREET	01609	11/18/2022	SUPPLIES	001-301-535-233	282.71
WELDING WORKS LLC, THE	1294	11/18/2022	GUARDRAILS ON WOOD CREST DRIVE PROJECT ENG-22015	001-301-560-270	4,930.00
BELL BUILDING SUPPLY, INC.	361333	11/18/2022	REBAR,LUMBER	001-301-560-270	614.52
CINTAS	4138024487	11/21/2022	SUPPLIES	001-301-555-250	36.78
STARKVILLE UTILITIES	INV0035762	11/21/2022	MONTHLY USAGE	001-301-625-380	41.91
STARKVILLE UTILITIES	INV0035762	11/21/2022	MONTHLY USAGE	001-301-625-380	18.78
ATMOS ENERGY	INV0035763	11/21/2022	MONTHLY USAGE	001-301-625-380	86.72
FUELMAN / FLEETCOR	NP63307402	11/21/2022	FUEL CHARGES 11.14.22-1.20.22	001-301-525-231	1,297.80
LOWE'S-STREET	01392	11/22/2022	CASE OF ORANGE PAINT,12" WOOD STAKES,25" WOOD STAK	001-301-560-270	47.83
AUTOZONE	0426550356	11/22/2022	22" WIPER BLADES AND JUMPER CABLES TRUCK #713	001-301-630-360	88.01
GATEWAY TIRE & SERVICE CENTER	1018-171163	11/22/2022	REPAIR TRUCK TIRE	001-301-630-360	37.50
BELL BUILDING SUPPLY, INC.	361579	11/22/2022	VISQUEEN BALCK 6M 40X100	001-301-560-270	299.99
POWERSTROKE EQUIPMENT SALES & SVC	7147	11/22/2022	PULL ROPE,700 AIR FILTER,420 AIR FILTER	001-301-630-400	191.45
FUELMAN / FLEETCOR	NP63330602	11/28/2022	FUEL CHARGES 11.21.22-11.27.22	001-301-525-231	1,181.04
CINTAS	4130350004	11/29/2022	SUPPLIES	001-301-555-250	36.78
CINTAS	4138790747	11/29/2022	SUPPLIES	001-301-555-250	36.78
POWERSTROKE EQUIPMENT SALES & SVC	7153	11/29/2022	1 GAL BAR & CHAIN OIL	001-301-555-250	14.99
Outstanding Total:					52,442.13
Department 301 - STREET DEPARTMENT Total:					52,442.13

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP63274204	11/14/2022	11.7.22-11.13.22 FUEL CHARGES	001-360-525-231	55.08
FUELMAN / FLEETCOR	NP63307402	11/21/2022	FUEL CHARGES 11.14.22-1.20.22	001-360-525-231	51.49
Outstanding Total:					183.90
Department 360 - ANIMAL CONTROL Total:					183.90

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	001-550-690-450	113.33
CANON FINANCIAL SERVICES, INC	29506000	11/12/2022	COPIER USAGE	001-550-600-330	423.69
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	001-550-600-300	40.01
CSP SPORTS FACILITIES COMPANIES, LLC	10998	11/30/2022	JANUARY MANAGEMENT FEES	001-550-600-296	15,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035772	11/30/2022	NOVEMBER 2022 EXPENSE ADVANCE	001-550-600-297	50,000.00
Outstanding Total:					65,577.03
Department 550 - PARKS AND REC DEPARTMENT Total:					65,577.03

Department: 553 - P&R CORNERSTONE

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035727	11/01/2022	MONTHLY USAGE	001-553-600-340	714.63
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Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSP SPORTS FACILITIES COMPANIES, LLC	10998	11/30/2022	JANUARY MANAGEMENT FEES	001-553-600-296	20,000.00
Outstanding Total:					20,714.63
Department 553 - P&R CORNERSTONE Total:					20,714.63
Fund 001 - GENERAL FUND Total:					340,341.71

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

NFPA	8330003X	11/23/2022	ANNUAL RENEWAL	003-560-501-200	1,725.50
Outstanding Total:					1,725.50
Department 560 - RESTRICTED FIRE FUND Total:					1,725.50
Fund 003 - RESTRICTED FIRE FUND Total:					1,725.50

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

CHARLES RUSTY BOUCHILLON	INV0035761	10/12/2022	REIMBURSE FOR LOWE'S PURCHASE	015-505-691-550	83.87
TABOR CONSTRUCTION & DEVELOPMENT	APP #3	10/24/2022	APPLICATION #3 AIRPORT	015-505-720-805	21,917.55
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	015-505-604-330	77.33
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	015-505-690-450	32.38
CADENCE /ELAN VISA	INV0035755	11/02/2022	DOMAIN RENEWAL FOR AIRPORT	015-505-600-338	20.17
TABOR CONSTRUCTION & DEVELOPMENT	NO. 2	11/03/2022	GRADING EXCESS DIRT	015-505-720-805	1,517.56
RSINET	2781	11/09/2022	AWOS SCHEDULED MAINTENANCE	015-505-600-338	800.00
TITAN AVIATION FUELS	3692187	11/09/2022	JETA FUEL	015-505-525-233	30,292.24
NEWELL PAPER COMPANY	3151144	11/10/2022	PAPER TOWELS AND BATHROOM TISSUE	015-505-541-237	130.50
WALMART- CAPITAL ONE	275071	11/14/2022	PILOT SNACKS,TRASH BAGS,INVOICE BOOKS, CUPS	015-505-541-237	130.40
VERIZON WIRELESS	9919607016	11/14/2022	MONTHLY CHARGES	015-505-604-330	46.31
TITAN AVIATION FUELS	3694387	11/15/2022	AVGAS FUEL	015-505-525-232	37,403.86
TITAN AVIATION FUELS	3695064	11/15/2022	JETA FUEL	015-505-525-233	28,864.87
TITAN AVIATION FUELS	3699095	11/21/2022	JET A FUEL	015-505-525-233	27,831.22
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2204	11/28/2022	PAY REQUEST #4 AIRPORT	015-505-720-805	1,410.00
Outstanding Total:					150,558.26
Department 505 - AIRPORT Total:					150,558.26
Fund 015 - AIRPORT FUND Total:					150,558.26

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

TABOR CONSTRUCTION & DEVELOPMENT	APP #3	10/24/2022	APPLICATION #3 AIRPORT	016-515-730-660	40,973.55
THE FOD CONTROL CORPORATION	20686	11/01/2022	RUNWAY SWEEPER SINGLE PACKAGE	016-515-730-624	3,695.00
TABOR CONSTRUCTION & DEVELOPMENT	NO. 2	11/03/2022	GRADING EXCESS DIRT	016-515-730-660	2,837.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2204	11/28/2022	PAY REQUEST #4 AIRPORT	016-515-730-655	25,380.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2204	11/28/2022	PAY REQUEST #4 AIRPORT	016-515-730-656	1,410.00
Outstanding Total:					74,295.55
Department 515 - RESTRICTED PROJECTS Total:					74,295.55
Fund 016 - RESTRICTED AIRPORT Total:					74,295.55

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-80	10/31/2022	MONTHLY USAGE	022-322-604-330	77.33
GOLDEN TRIANGLE PLANNING & DEV. INC	13085	11/01/2022	307 MAILED ITEMS	022-322-600-364	460.50
GOLDEN TRIANGLE PLANNING & DEV. INC	13086	11/01/2022	37 BANK DRAFTS	022-322-600-364	18.50
GOLDEN TRIANGLE PLANNING & DEV. INC	13087	11/01/2022	3 NEW BANK DRAFTS	022-322-600-364	2.40
GOLDEN TRIANGLE PLANNING & DEV. INC	13088	11/01/2022	STAFF HOURS	022-322-600-364	10.00
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	022-322-691-450	453.32
UNIFIRST CORPORATION	1830020603	11/03/2022	UNIFORMS	022-322-535-233	254.13
GATEWAY TIRE & SERVICE CENTER	1018-170397	11/07/2022	TRUCK #91 TIRE	022-322-630-252	429.65
WATERMARK PRINTERS LLC	15295	11/08/2022	#10 ENVELOPES	022-322-501-200	96.00
CANNON FORD LINCOLN	206405	11/08/2022	SPO SOCKET	022-322-555-250	11.00
STARKVILLE AUTO PARTS	5151-156849	11/08/2022	HYDRULIC LUBE FUEL	022-322-525-231	112.47
TERRY'S GARAGE & REPAIRS, LLC	7398	11/08/2022	TRUCK #91 REPAIR	022-322-630-252	101.93
PAUL'S WELDING	0941	11/09/2022	REPAIR BUSH HOG	022-322-630-406	80.00
GATEWAY TIRE & SERVICE CENTER	1018-170644	11/10/2022	TRUCK #93 TIRE	022-322-630-252	429.65
GATEWAY TIRE & SERVICE CENTER	1018-170653	11/10/2022	TRUCK #41 UNIMOUNT HUB BUD WHEEL	022-322-630-252	242.94
UNIFIRST CORPORATION	1830021613	11/10/2022	UNIFORMS	022-322-535-233	353.23
MHC KENWORTH-TUPELO	T00575600131187	11/10/2022	HEAD LAMP AND FREIGHT	022-322-555-250	611.49
A+ AUTO REPAIR	024186	11/11/2022	TRUCK #128 REPAIRED TURN SIGNAL	022-322-630-360	333.99
A+ AUTO REPAIR	024197	11/14/2022	TRUCK #129 REPAIRED TURN SIGNAL	022-322-630-360	294.99
FUELMAN / FLEETCOR	NP63274204	11/14/2022	11.7.22-11.13.22 FUEL CHARGES	022-322-525-231	4,400.31
POWERSTROKE EQUIPMENT SALES & SVC	7129	11/15/2022	AIR FILTERS, OIL FILTER, OIL,REGULATOR	022-322-555-250	635.67
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	010901	11/16/2022	FILLED SOAP TANK	022-322-555-250	574.00
GATEWAY TIRE & SERVICE CENTER	1018-170803	11/16/2022	TRUCK #39 FLAT SERVICE CALL	022-322-630-255	139.00
GATEWAY TIRE & SERVICE CENTER	1018-170936	11/16/2022	TRUCK #39 TIRE	022-322-630-255	419.49
UNIFIRST CORPORATION	1830022647	11/17/2022	UNIFORMS	022-322-535-233	254.95
EAST MISSISSIPPI LUMBER CO.	G60237	11/17/2022	DRIVE SHAFT AND LABOR CHARGE	022-322-630-406	59.34
FUELMAN / FLEETCOR	NP63307402	11/21/2022	FUEL CHARGES 11.14.22-1.20.22	022-322-525-231	4,748.28
FUELMAN / FLEETCOR	NP63330602	11/28/2022	FUEL CHARGES 11.21.22-11.27.22	022-322-525-231	2,619.30
Outstanding Total:					18,223.86
Paid					
TRUSTMARK NATIONAL BANK	INV0035743	11/18/2022	ACCOUNT # 12820797590089 2015 STREET SWEEPER	022-322-820-872	3,736.71
Paid Total:					3,736.71
Department 322 - SANITATION DEPARTMENT Total:					21,960.57

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 341 - LANDSCAPING					
Outstanding					
VERIZON CONNECT-NWF	OSV000002912293	11/01/2022	MONTHLY VERIZON CONNECT NWF	022-341-691-450	64.76
Outstanding Total:					64.76
Department 341 - LANDSCAPING Total:					64.76
Fund 022 - ENVIRONMENTAL SERVICES Total:					22,025.33
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS					
Department: 300 - STREET DEPARTMENT					
Outstanding					
STEPHENS INC	362397-03	11/22/2022	5M 6.0. STREET BONDS	305-300-600-300	17,500.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	445274	11/30/2022	2022 6.0 STREET BONDS	305-300-600-300	158.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	445274	11/30/2022	2022 6.0 STREET BONDS	305-300-600-300	40,000.00
WATKINS & EAGER PLLC	48258	11/30/2022	5M 2022 BONDS	305-300-600-300	2,500.00
WATKINS & EAGER PLLC	48258	11/30/2022	5M 2022 BONDS	305-300-600-300	50,000.00
Outstanding Total:					110,158.00
Department 300 - STREET DEPARTMENT Total:					110,158.00
Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total:					110,158.00
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT					
Department: 656 - PARKING MILL PROJECT					
Outstanding					
KIMLEY HORN	115326003-0822	08/31/2022	MAIN ST IMPROVEMENTS	311-656-600-300	70,618.95
KIMLEY HORN	115326003-0922	09/30/2022	MAIN ST IMPROVEMENTS	311-656-600-300	62,768.89
KIMLEY HORN	115326003-1022	10/31/2022	MAIN ST IMPROVEMENTS	311-656-600-300	37,250.00
STARKVILLE DAILY NEWS	300235056	11/09/2022	AFV-WTR/SWR BIDS	311-656-600-309	111.84
Outstanding Total:					170,749.68
Department 656 - PARKING MILL PROJECT Total:					170,749.68
Fund 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Total:					170,749.68
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DD CONSULTING	DD22-STARKVILLE01	11/18/2022	PARK IMPROVEMENT BOND	312-551-600-067	4,075.00
Outstanding Total:					4,075.00
Department 551 - PARK & REC TOURISM Total:					4,075.00
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					4,075.00
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
ATWELL & GENT, P.A.	10877	11/28/2022	OFF-CORRIDOR	377-318-912-840	3,183.21
Outstanding Total:					3,183.21
Department 318 - MS182/MLK Total:					3,183.21
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					3,183.21
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
BSN SPORTS	305503119	10/28/2022	SCORER TABLE,BLEACHERS,PITCHING MOUND,PITCHING MAC	380-551-918-805	134,248.87
STARKVILLE DAILY NEWS	300235045	11/08/2022	CORNERSTONE TRAILERS	380-551-600-200	60.36
T&M STEEL ERECTORS, INC.	APP NO 17	11/17/2022	PHASE 3 PAY APP NO 017	380-551-907-945	439,394.58

Expense Approval Report

Post Dates: 11/17/2022 - 11/30/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
T&M STEEL ERECTORS, INC.	APP #020	11/29/2022	PHASE 2 PAY APP NO 020	380-551-907-945	73,557.62
Outstanding Total:					647,261.43
Department 551 - PARK & REC TOURISM Total:					647,261.43
Fund 380 - PARK BONDS 2020 Total:					647,261.43

Fund: 630 - ECONOMIC DEV, TOURISM & CONV

Department: 000 - UNDESIGNATED

Paid

STARKVILLE CONVENTIONS/VISITORS BUR	INV0035738	11/18/2022	2% FOOD AND BEVERAGE TAX	630-000-147-664	39,261.96
STARKVILLE CONVENTIONS/VISITORS BUR	INV0035739	11/18/2022	2% HOTEL/MOTEL TAX	630-000-147-664	62,036.84
MSU /2% TAX REVENUE	INV0035740	11/18/2022	2% FOOD AND BEVERAGE TAX	630-000-147-657	52,349.28
O.C.E.D.A	INV0035741	11/18/2022	2% FOOD AND BEVERAGE	630-000-148-655	39,261.96
Paid Total:					192,910.04
Department 000 - UNDESIGNATED Total:					192,910.04
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					192,910.04
Grand Total:					1,717,283.71

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	340,341.71	0.00
003 - RESTRICTED FIRE FUND	1,725.50	0.00
015 - AIRPORT FUND	150,558.26	0.00
016 - RESTRICTED AIRPORT	74,295.55	0.00
022 - ENVIRONMENTAL SERVICES	22,025.33	3,736.71
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	110,158.00	0.00
311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT	170,749.68	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	4,075.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	3,183.21	0.00
380 - PARK BONDS 2020	647,261.43	0.00
630 - ECONOMIC DEV, TOURISM & CONV	192,910.04	192,910.04
Grand Total:	1,717,283.71	196,646.75

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE...	64.76	0.00
001-000-054-205	DUE FROM STARKVILLE EL...	1,227.28	0.00
001-000-149-691	MUNICIPAL COURT BOND...	6,465.00	0.00
001-000-160-697	DONATION FIRE	724.89	0.00
001-005-054-208	DUE FROM PARKS & REC -...	329.33	0.00
001-100-604-330	COMMUNICATIONS	157.36	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	524.19	0.00
001-110-600-301	PROFESSIONAL & CONTR...	390.50	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	420.00	0.00
001-111-604-340	JUVENILE DETENTION FEES	45,624.98	0.00
001-120-565-272	PAID PARKING EXPENSES	100.00	0.00
001-120-600-300	PROFESSIONAL SERVICES	4,166.66	0.00
001-120-604-330	COMMUNICATIONS	217.65	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	19.95	0.00
001-123-604-330	COMMUNICATIONS	2,146.86	0.00
001-123-620-370	INSURANCE	22,700.00	0.00
001-123-918-806	CAMERA LEASE PAYMENTS	667.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	348.19	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	785.75	0.00
001-145-610-350	TRAVEL/TRAINING	300.00	0.00
001-145-690-556	DUES (MML) / FEES	70.00	0.00
001-159-620-371	BONDING-CITY EMPLOYE...	350.00	0.00
001-169-600-309	LEGAL EXPENSES	400.00	0.00
001-169-615-342	ADVERTISING, NOTICES, F...	199.50	0.00
001-180-600-320	DRUG/BACKGROUND CH...	60.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	142.21	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	55.00	0.00
001-190-600-305	ARCHITECTURE REVIEWS	400.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	606.28	0.00
001-192-510-220	SUPPLIES	325.41	0.00
001-192-600-338	CONTRACT SERVICES	4,529.76	0.00
001-192-620-370	INSURANCE	52.96	0.00
001-192-625-380	UTILITIES	806.90	0.00
001-192-630-403	REPAIRS TO BUILDING & ...	2,005.70	0.00
001-197-525-231	GAS & OIL	47.70	0.00
001-197-604-330	COMMUNICATIONS	177.63	0.00
001-197-630-400	EQUIPMENT RPR-MAINT/ ...	189.00	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-201-501-200	OFFICE SUPPLIES	408.59	0.00
001-201-525-231	GAS & OIL	9,156.89	0.00
001-201-535-233	UNIFORMS	3,813.81	0.00
001-201-541-237	PRISONER JAIL EXPENSES	11,710.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-541-240	PRISONER MEDICAL EXPE...	40.36	0.00
001-201-545-238	FIRING RANGE SUPPLIES	1,724.50	0.00
001-201-555-208	JANITORIAL SUPPLIES	132.77	0.00
001-201-556-251	POLICE SUPPLIES	13,438.70	0.00
001-201-600-300	PROFESSIONAL SERVICES	635.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	2,720.33	0.00
001-201-615-343	PRINTING & BINDING	111.84	0.00
001-201-625-380	UTILITIES	90.66	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	2,879.49	0.00
001-201-630-404	TECHNOLOGY	1,744.96	0.00
001-201-630-426	BUILDING MAINTENANCE	2,895.00	0.00
001-201-635-369	COPIER RENTAL	1,082.97	0.00
001-201-690-450	GPS EXPENSES	1,133.49	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	12,873.38	0.00
001-201-750-550	HOMELAND SECURITY GR...	19,390.00	0.00
001-201-918-805	EQUIPMENT & SOFTWARE	256.67	0.00
001-246-501-200	OFFICE SUPPLIES	89.00	0.00
001-246-525-231	GAS AND OIL	137.13	0.00
001-261-501-250	FIRE PREVENTION SUPPLI...	1,042.65	0.00
001-261-525-231	GAS & OIL	2,210.40	0.00
001-261-535-233	UNIFORMS	1,512.12	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	1,061.23	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	588.47	0.00
001-261-558-269	BUILDING MAINTENANCE	1,026.00	0.00
001-261-600-390	FIRE TRAINING	818.24	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	1,006.07	0.00
001-261-625-380	UTILITIES	1,655.71	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	4,128.39	0.00
001-261-690-450	GPS EXPENSES	318.09	0.00
001-261-690-555	DUES	1,080.00	0.00
001-281-525-231	GAS & OIL	109.13	0.00
001-281-600-323	DEBRIS REMOVAL/DEMOL...	167.13	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	177.63	0.00
001-281-690-450	GPS EXPENSES	80.95	0.00
001-290-625-380	UTILITIES / CODE RED	145.49	0.00
001-301-525-231	GAS & OIL	3,369.67	0.00
001-301-535-233	UNIFORMS	727.98	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	228.74	0.00
001-301-560-270	CONSTRUCTION MATERIA...	8,838.57	0.00
001-301-565-272	STREETS SIGNS & PAINT	357.36	0.00
001-301-604-330	COMMUNICATIONS	369.01	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	37,432.17	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	630.18	0.00
001-301-630-400	EQUIPMENT REPAIR & MA...	229.41	0.00
001-301-690-450	GPS EXPENSES	259.04	0.00
001-360-525-231	GAS & OIL	106.57	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-600-296	MANAGEMENT FEE	15,000.00	0.00
001-550-600-297	OPERATING EXPENSE REI...	50,000.00	0.00
001-550-600-300	PROFESSIONAL SERVICES	40.01	0.00
001-550-600-330	PHONES/COPIERS/POSTA...	423.69	0.00
001-550-690-450	GPS EXPENSES	113.33	0.00
001-553-600-296	MANAGEMENT FEE	20,000.00	0.00
001-553-600-340	UTILITIES	714.63	0.00
003-560-501-200	CODE REBATE SUPPLIES	1,725.50	0.00
015-505-525-232	100LL AV GAS PURCHASED	37,403.86	0.00
015-505-525-233	JET A FUEL PURCHASES	86,988.33	0.00
015-505-541-237	OPERATING SUPPLIES	260.90	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-600-338	CONTRACT & LEGAL SERV...	820.17	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	123.64	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	83.87	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT...	24,845.11	0.00
016-515-730-624	2021 FAA ACRGP GRANT 3...	3,695.00	0.00
016-515-730-655	FAA 3-28-0068-028-2022 ...	25,380.00	0.00
016-515-730-656	MDOT 3-28-0068-028-20...	1,410.00	0.00
016-515-730-660	CAPITAL IMPROVEMENT-...	43,810.55	0.00
022-322-501-200	OFFICE SUPPLIES	96.00	0.00
022-322-525-231	GAS & OIL	11,880.36	0.00
022-322-535-233	UNIFORMS	862.31	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	1,832.16	0.00
022-322-600-364	BILLING SERVICES	491.40	0.00
022-322-604-330	COMMUNICATIONS	77.33	0.00
022-322-630-252	VEHICLE REPAIRS & MAIN...	1,204.17	0.00
022-322-630-255	VEHICLE REPAIRS & MAIN...	558.49	0.00
022-322-630-360	VEHICLE REPAIRS & MAIN...	628.98	0.00
022-322-630-406	EQUIPMENT REPAIR & MA...	139.34	0.00
022-322-691-450	GPS EXPENSES	453.32	0.00
022-322-820-872	SWEEPER 2017	3,736.71	3,736.71
022-341-691-450	GPS EXPENSES	64.76	0.00
305-300-600-300	PROFESSIONAL SERVICES	110,158.00	0.00
311-656-600-300	PROFESSIONAL SERVICE/...	170,637.84	0.00
311-656-600-309	LEGAL / ADVERTISING EX...	111.84	0.00
312-551-600-067	MCKEE - PROFESSIONAL S...	4,075.00	0.00
377-318-912-840	OFF-CORRIDOR ELECTRIC ...	3,183.21	0.00
380-551-600-200	LEGAL ADVERTISING	60.36	0.00
380-551-907-945	CORNERSTONE - PHASE 2 ...	512,952.20	0.00
380-551-918-805	CORNERSTONE EQUIPME...	134,248.87	0.00
630-000-147-657	DUE TO MISSISSIPPI STATE...	52,349.28	52,349.28
630-000-147-664	DUE TO VISITORS/CONV....	101,298.80	101,298.80
630-000-148-655	DUE TO OCEDA	39,261.96	39,261.96
Grand Total:		1,717,283.71	196,646.75

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,026,435.46	196,646.75
311656600300	170,637.84	0.00
312551600067	4,075.00	0.00
377318912840	3,183.21	0.00
380551907945	439,394.58	0.00
380551907946	73,557.62	0.00
Grand Total:	1,717,283.71	196,646.75



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", is written over a horizontal line.

Emilia Montgomery
Accountant
Starkville Utilities

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	107	AMERICAN PAPER & TWINE CO.								
4485295	11/15/22	10773 Uniforms		12/07/22	1477.40	.00	ACH			
		VENDOR TOTAL:			1477.40					
VENDOR:	110	ARKANSAS ELECTRIC								
03048943	11/16/22	10780 Materials		12/07/22	48626.00	.00	ACH			
03051489	11/23/22	10681 Materials		12/07/22	392.50	.00	ACH			
		VENDOR TOTAL:			49018.50					
VENDOR:	233	YOUR EXTRA CLOSET								
11/01/22	11/23/22	0 Storage unit rental		12/07/22	138.00	.00	CHK			
		VENDOR TOTAL:			138.00					
VENDOR:	344	COLUMBUS RUBBER & GASKET								
654478-001	11/21/22	10839 Maintenance		12/07/22	274.86	.00	ACH			
		VENDOR TOTAL:			274.86					
VENDOR:	421	ANITA VANDIVER								
11/30/22	11/23/22	0 Contract services		12/07/22	1853.56	.00	ACH			
		VENDOR TOTAL:			1853.56					
VENDOR:	510	EDWARD KEMP								
11/09/22	11/23/22	0 Gas reimbursement		12/07/22	104.94	.00	ACH			
		VENDOR TOTAL:			104.94					
VENDOR:	616	FUELMAN								
NP63274204	11/23/22	0 Fuel - BG2416403		12/07/22	1455.71	.00	CHK			
NP63307402	11/23/22	0 Fuel - BG2416403		12/07/22	2848.04	.00	CHK			
		VENDOR TOTAL:			4303.75					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-170811	11/18/22	10829 Maintenance		12/07/22	184.21	.00	ACH			
		VENDOR TOTAL:			184.21					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 696 GARNER LUMLEY ELECTRIC										
593860	11/23/22	10680 Materials		12/07/22	650.00	.00	ACH			
594951	11/28/22	10794 Materials		12/07/22	650.00	.00	ACH			
595238	11/28/22	10812 Materials		12/07/22	1650.00	.00	ACH			
595350	11/28/22	10811 Materials		12/07/22	187.50	.00	ACH			
				VENDOR TOTAL:	3137.50					
VENDOR: 733 GUARDIAN LOCK AND KEY INC										
6766	11/23/22	0 Service call		12/07/22	361.05	.00	ACH			
				VENDOR TOTAL:	361.05					
VENDOR: 809 HOWARD INDUSTRIES, INC.										
244024-129807	11/18/22	10228 Materials		12/07/22	23620.00	.00	ACH			
248386-129089	11/18/22	10791 Materials		12/07/22	4941.60	.00	ACH			
				VENDOR TOTAL:	28561.60					
VENDOR: 815 HOWARD TECHNOLOGY SOLUTIONS										
22-00566079	11/23/22	10787 Software		12/07/22	247.00	.00	ACH			
22-00567101	11/23/22	10828 Supplies		12/07/22	96.00	.00	ACH			
				VENDOR TOTAL:	343.00					
VENDOR: 1010 JT RAY COMPANY										
221115-0599	11/18/22	10506 Copier Service		12/07/22	74.25	.00	ACH			
221115-0600	11/18/22	10506 Copier Service		12/07/22	30.00	.00	ACH			
221115-0603	11/18/22	10506 Copier Service		12/07/22	233.28	.00	ACH			
				VENDOR TOTAL:	337.53					
VENDOR: 1013 JOHN WESLEY BAKER										
11/29/22	11/29/22	0 Contract services		12/07/22	311.50	.00	ACH			
				VENDOR TOTAL:	311.50					
VENDOR: 1205 LOWE'S										
901790	11/18/22	10843 Supplies		12/07/22	378.10	.00	CHK			
908776	11/18/22	10838 Supplies		12/07/22	372.20	.00	CHK			
909169	11/28/22	10854 Supplies		12/07/22	103.55	.00	CHK			
909661	11/18/22	10837 Supplies		12/07/22	7.56	.00	CHK			

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR: 1335 VERIZON CONNECT NWF, INC										
OSV000002902524	11/23/22	0 Vehicle GPS Services-CITY206		12/07/22	728.55	.00	CHK			
VENDOR TOTAL:					861.41					
VENDOR: 1361 M & M PROSAFETY SUPPLY										
03056	11/23/22	10833 Supplies		12/07/22	421.92	.00	ACH			
VENDOR TOTAL:					421.92					
VENDOR: 1390 JACKSON NEWELL PAPER CO										
3151444	11/28/22	10797 Supplies		12/07/22	1414.34	.00	ACH			
VENDOR TOTAL:					1414.34					
VENDOR: 1400 NESCO										
S2561099.001	11/23/22	10824 Materials		12/07/22	302.60	.00	ACH			
S2561125.001	11/23/22	10826 Materials		12/07/22	76.83	.00	ACH			
S2561800.001	11/23/22	10834 Materials		12/07/22	140.80	.00	ACH			
S2562948.001	11/23/22	10835 Materials		12/07/22	294.57	.00	ACH			
VENDOR TOTAL:					814.80					
VENDOR: 1540 PERKINS EQUIP. & CHEMICAL CO										
2244	11/18/22	10817 Supplies		12/07/22	310.00	.00	ACH			
VENDOR TOTAL:					310.00					
VENDOR: 1619 P-TRAP PLUMBING										
1368	11/29/22	0 Install dishwasher		12/07/22	400.00	.00	CHK			
VENDOR TOTAL:					400.00					
VENDOR: 1662 PROGRAPHICS										
81266	11/15/22	10816 Maintenance		12/07/22	125.00	.00	ACH			
VENDOR TOTAL:					125.00					

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STARKVILLE UTILITIES
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ACCOUNTS PAYABLE LISTING
FOR: 12/07/22 ACCOUNT 23200

RUN DATE 11/29/22 PAGE 5
02:49 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
	1940	STUART C. IRBY									
S013172287.001	11/21/22	10658	Materials		12/07/22	17440.74	.00	ACH			
S013213709.001	11/18/22	10775	Uniforms		12/07/22	4191.54	.00	ACH			
					VENDOR TOTAL:	21632.28					
VENDOR:											
	1945	SULLIVAN'S									
77123	11/18/22	10825	Supplies		12/07/22	90.38	.00	ACH			
					VENDOR TOTAL:	90.38					
VENDOR:											
	1997	SOUTHEASTERN TESTING LAB									
390806	11/18/22	10842	Testing		12/07/22	192.40	.00	ACH			
					VENDOR TOTAL:	192.40					
VENDOR:											
	2098	ULINE									
156383953	11/18/22	10830	Maintenance		12/07/22	431.66	.00	ACH			
156493066	11/21/22	10836	Supplies		12/07/22	466.83	.00	ACH			
					VENDOR TOTAL:	898.49					
VENDOR:											
	2104	UPS									
000012031F462	11/22/22	10848	Shipping		12/07/22	85.97	.00	CHK			
					VENDOR TOTAL:	85.97					
VENDOR:											
	2107	UNIVERSITY SCREENPRINT									
5808	11/23/22	0	Uniforms and shirts		12/07/22	227.94	.00	CHK			
					VENDOR TOTAL:	227.94					
VENDOR:											
	2210	VERIZON WIRELESS									
9919466910	11/23/22	0	Phone bill 2821-01		12/07/22	280.07	.00	CHK			
					VENDOR TOTAL:	280.07					
VENDOR:											
	2300	WALMART COMMUNITY BRC									
11/19/22 STWT	11/29/22	0	Supplies		12/07/22	276.80	.00	CHK			
					VENDOR TOTAL:	276.80					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2333	WILSON'S	TREE SERVICE LLC.								
11102022	11/22/22	10847	Landscape Repairs		12/07/22	400.00	.00	ACH			
VENDOR TOTAL:						400.00					
GRAND TOTAL:						154189.55					

STARKVILLE WATER DEPT		ACCOUNTS PAYABLE LISTING		UNPAID INVOICES		PAGE	
PRG.	ACTPAYLT	FOR: 12/07/22	ACCOUNT 23110	INVOICE	AMOUNT	11/29/22	1
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	INVOICE	AMOUNT	PMT TYP	CHECK/ACH SEQ
VENDOR:		42 ADVANCED LANDSCAPING	AP DATE				
090922	11/10/22	5627 Landscaping Repairs	12/07/22	3250.00	.00	ACH	
091622	11/10/22	5358 Landscape Repairs	12/07/22	4500.00	.00	ACH	
101322	11/10/22	5628 Landscaping Repairs	12/07/22	2800.00	.00	ACH	
101822	11/10/22	5526 Landscaping Repairs	12/07/22	2975.00	.00	ACH	
		VENDOR TOTAL:		13525.00			
VENDOR:		76 APAC MISSISSIPPI, INC.					
4000132882	11/16/22	6627 Asphalt	12/07/22	658.26	.00	ACH	
		VENDOR TOTAL:		658.26			
VENDOR:		124 ATMOS ENERGY					
3020752702-11/22	11/23/22	0 Utility bill	12/07/22	55.97	.00	ACH	
3020752962-1122	11/23/22	0 Utility bill	12/07/22	63.46	.00	ACH	
		VENDOR TOTAL:		119.43			
VENDOR:		152 BUGS-B-GONE					
11212022	11/23/22	5951 Pest Control	12/07/22	1094.16	.00	ACH	
11222022	11/23/22	5952 Pest Control	12/07/22	547.08	.00	ACH	
424862	11/21/22	5947 Pest Control	12/07/22	250.00	.00	ACH	
		VENDOR TOTAL:		1891.24			
VENDOR:		186 BRENNTAG MID-SOUTH					
BMS2756335	11/15/22	5884 Chemicals	12/07/22	1730.00	.00	ACH	
BMS275636	11/15/22	5884 Chemicals	12/07/22	1730.00	.00	ACH	
BMS275637	11/15/22	5884 Chemicals	12/07/22	1730.00	.00	ACH	
BMS277116	11/15/22	5884 Chemicals	12/07/22	731.00	.00	ACH	
BMS284923	11/16/22	5873 Chemicals	12/07/22	333.00	.00	ACH	
BMS284924	11/16/22	5873 Chemicals	12/07/22	4912.62	.00	ACH	
		VENDOR TOTAL:		11166.62			
VENDOR:		188 BOX CONSTRUCTION LLC					
32	11/28/22	5965 Water & Sewer Repairs	12/07/22	1340.00	.00	ACH	
		VENDOR TOTAL:		1340.00			

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 192 BRISLIN, INC.										
220682	11/15/22	6959 Maintenance		12/07/22	4970.00	.00	ACH			
VENDOR TOTAL:					4970.00					
VENDOR: 194 AUTOZONE										
0426539202	11/15/22	5904 Maintenance		12/07/22	19.99	.00	ACH			
0426550202	11/23/22	5958 Maintenance		12/07/22	275.24	.00	ACH			
VENDOR TOTAL:					295.23					
VENDOR: 202 BELL BUILDING SUPPLY										
360585	11/15/22	5910 Tools		12/07/22	21.79	.00	ACH			
361629	11/23/22	5961 Materials		12/07/22	11.99	.00	ACH			
VENDOR TOTAL:					33.78					
VENDOR: 212 BONNER ANALYTICAL TESTING CO										
78338	11/15/22	5921 Testing		12/07/22	3656.21	.00	ACH			
VENDOR TOTAL:					3656.21					
VENDOR: 220 CENTRAL PIPE SUPPLY										
S100307955.001	11/21/22	5653 Materials		12/07/22	1197.20	.00	ACH			
S100309180.001	11/23/22	5694 Materials		12/07/22	1414.50	.00	ACH			
S100314793.001	11/23/22	5855 Materials		12/07/22	3543.85	.00	ACH			
VENDOR TOTAL:					6155.55					
VENDOR: 250 CHEMPRO SERVICES, INC										
16887	11/15/22	5644 ROW Spraying		12/07/22	6760.00	.00	ACH			
VENDOR TOTAL:					6760.00					
VENDOR: 320 COKER ENVIRONMENTAL LABS LLC										
6317	11/21/22	5660 Testing		12/07/22	185.00	.00	ACH			
VENDOR TOTAL:					185.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3122837-002-000	11/15/22	5431 Materials		12/07/22	300.00	.00	ACH			
3125112-000-000	11/15/22	5867 Materials		12/07/22	2860.00	.00	ACH			
3125113-000-000	11/15/22	5868 Materials		12/07/22	618.00	.00	ACH			
312527-000-000	11/18/22	5906 Materials		12/07/22	3620.00	.00	ACH			
3125357-000-000	11/18/22	5916 Materials		12/07/22	2250.00	.00	ACH			
3125411-000-000	11/21/22	5926 Materials		12/07/22	4238.20	.00	ACH			
VENDOR TOTAL:					13886.20					
VENDOR: 368 CONTROL SYSTEMS, INC										
61814	11/15/22	5833 Maintenance		12/07/22	1150.00	.00	ACH			
61862	11/29/22	5834 Maintenance		12/07/22	2550.00	.00	ACH			
VENDOR TOTAL:					3700.00					
VENDOR: 494 ELECTRIC MOTOR										
629738	11/15/22	5902 Pump Repairs		12/07/22	200.00	.00	ACH			
VENDOR TOTAL:					200.00					
VENDOR: 496 EAST MISS LUMBER										
A118385	11/15/22	5890 Supplies		12/07/22	18.77	.00	CHK			
E108935	11/15/22	5863 Maintenance		12/07/22	183.81	.00	CHK			
E109452	11/23/22	5956 Landscape Repairs		12/07/22	115.89	.00	CHK			
VENDOR TOTAL:					318.47					
VENDOR: 605 FERGUSON ENTERPRISES LLC										
0765769	11/15/22	5908 Materials		12/07/22	2542.80	.00	ACH			
0766279	11/18/22	5908 Materials		12/07/22	100.80	.00	ACH			
VENDOR TOTAL:					2643.60					
VENDOR: 620 G & C SUPPLY CO., INC.										
6887263	11/21/22	5907 Materials		12/07/22	1938.00	.00	ACH			
VENDOR TOTAL:					1938.00					
VENDOR: 690 GARVER LLC										
21W10050-10	11/23/22	0 Engineering-Green Oaks South		12/07/22	15000.00	.00	ACH			
VENDOR TOTAL:					15000.00					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 12/07/22 ACCOUNT 23110					4	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	CHECK/ACH SEQ
VENDOR:	698	ROBERT K. FORTENBERRY							
11/01/22	11/23/22	0 Wastewater short course		12/07/22	186.18	.00	ACH		
			VENDOR TOTAL:		186.18				
VENDOR:	702	HACH							
13342637	11/21/22	5914 Lab Supplies		12/07/22	1303.91	.00	ACH		
			VENDOR TOTAL:		1303.91				
VENDOR:	736	GUARDIAN LOCK & KEY INC							
6759	11/18/22	5940 Maintenance		12/07/22	155.50	.00	ACH		
			VENDOR TOTAL:		155.50				
VENDOR:	765	HYDRA SERVICE, INC.							
162422	11/16/22	5550 Pump Maintenance		12/07/22	3862.00	.00	ACH		
163458	11/15/22	5427 Pump Rental		12/07/22	3876.00	.00	ACH		
163459	11/15/22	5423 Pump Rental		12/07/22	316.00	.00	ACH		
163462	11/15/22	5424 Pump Rental		12/07/22	437.00	.00	ACH		
163479	11/15/22	5425 Pump Rental		12/07/22	1166.00	.00	ACH		
163480	11/15/22	5422 Pump Rental		12/07/22	506.00	.00	ACH		
163652	11/18/22	5938 Supplies		12/07/22	850.00	.00	ACH		
			VENDOR TOTAL:		11013.00				
VENDOR:	811	MISSISSIPPI 811, INC.							
230283	11/23/22	0 Billing for 811 Service		12/07/22	6996.81	.00	ACH		
			VENDOR TOTAL:		6996.81				
VENDOR:	815	HOWARD TECHNOLOGY SOLUTIONS							
22-00565103	11/15/22	5414 Computers		12/07/22	616.00	.00	ACH		
			VENDOR TOTAL:		616.00				
VENDOR:	825	H & H CONSTRUCTION & EXC LLC							
1371	11/21/22	5953 Water & Sewer Repairs		12/07/22	9950.00	.00	ACH		
1372	11/21/22	5954 Water & Sewer Repairs		12/07/22	9420.00	.00	ACH		
1373	11/21/22	5955 Water & Sewer Repairs		12/07/22	9125.00	.00	ACH		
			VENDOR TOTAL:		28495.00				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
221115-0602	1010	JT RAY CO									
	11/18/22	5421	Copier Service		12/07/22	73.51	.00	ACH			
VENDOR TOTAL:						73.51					
VENDOR:											
014627000-1022	1039	KIMLEY-HORN & ASSOC INC									
	11/23/22	0	Engineering-Main St W/S		12/07/22	7225.00	.00	ACH			
VENDOR TOTAL:						7225.00					
VENDOR:											
901020	1205	LOWE'S									
	11/21/22	5939	Maintenance		12/07/22	22.72	.00	CHK			
901186	11/15/22	5888	Materials		12/07/22	279.92	.00	CHK			
901186 CR	11/29/22	0	Returns		12/07/22	244.50-	.00	CHK			
901258	11/29/22	5970	Materials		12/07/22	81.12	.00	CHK			
902602	11/21/22	5944	Materials		12/07/22	113.85	.00	CHK			
VENDOR TOTAL:						253.11					
VENDOR:											
101222	1215	LIVE WIRE ELECTRIC									
	11/15/22	5793	Maintenance		12/07/22	180.00	.00	CHK			
VENDOR TOTAL:						180.00					
VENDOR:											
478784	1329	NORTH CENTRAL LABORATORIES									
	11/15/22	5883	Supplies		12/07/22	883.22	.00	ACH			
VENDOR TOTAL:						883.22					
VENDOR:											
3149534	1390	JACKSON NEWELL PAPER CO									
	11/15/22	0	Return		12/07/22	41.67-	.00	ACH			
3151043	11/15/22	5882	Supplies		12/07/22	52.70	.00	ACH			
VENDOR TOTAL:						11.03					
VENDOR:											
839719	1525	OKTIBBEHA COUNTY COOP									
	11/15/22	5909	Landscape Repairs		12/07/22	34.00	.00	ACH			
839743	11/21/22	5912	Landscaping Repairs		12/07/22	34.00	.00	ACH			
840050	11/18/22	5917	Landscaping Repairs		12/07/22	13.96	.00	ACH			
841038	11/15/22	5920	Landscape Repairs		12/07/22	204.00	.00	ACH			
841263	11/15/22	5923	Uniforms		12/07/22	224.66	.00	ACH			
841265	11/15/22	5923	Uniforms		12/07/22	208.00	.00	ACH			

UNPAID INVOICES

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
841269	11/15/22	5923	Uniforms	12/07/22	12/07/22	208.00	.00	ACH			
841452	11/16/22	5923	Uniforms	12/07/22	12/07/22	291.01	.00	ACH			
841453	11/16/22	5923	Uniforms	12/07/22	12/07/22	211.33	.00	ACH			
841454	11/16/22	5923	Uniforms	12/07/22	12/07/22	270.46	.00	ACH			
841455	11/16/22	5923	Uniforms	12/07/22	12/07/22	217.90	.00	ACH			
841768	11/18/22	5934	Supplies	12/07/22	12/07/22	165.67	.00	ACH			
841769	11/16/22	5923	Uniforms	12/07/22	12/07/22	218.00	.00	ACH			
841772	11/16/22	5923	Uniforms	12/07/22	12/07/22	178.68	.00	ACH			
841773	11/16/22	5923	Uniforms	12/07/22	12/07/22	204.00	.00	ACH			
841775	11/18/22	5932	Landscaping Repairs	12/07/22	12/07/22	9.70	.00	ACH			
841897	11/18/22	5935	Uniforms	12/07/22	12/07/22	141.69	.00	ACH			
841898	11/18/22	5935	Uniforms	12/07/22	12/07/22	204.59	.00	ACH			
842428	11/21/22	5936	Uniforms	12/07/22	12/07/22	216.46	.00	ACH			
842482	11/21/22	5936	Uniforms	12/07/22	12/07/22	221.77	.00	ACH			
842483	11/23/22	5936	Uniforms	12/07/22	12/07/22	82.83	.00	ACH			
843214	11/22/22	5935	Uniforms	12/07/22	12/07/22	178.23	.00	ACH			
843367	11/23/22	5960	Uniforms	12/07/22	12/07/22	209.53	.00	ACH			
843368	11/23/22	5960	Uniforms	12/07/22	12/07/22	145.00	.00	ACH			
844045	11/28/22	5936	Uniforms	12/07/22	12/07/22	188.21	.00	ACH			

VENDOR TOTAL: 4281.68

VENDOR: 1800 RACKLEY OIL, INC.

000587210 11/18/22 5894 Supplies

VENDOR TOTAL: 1346.95

VENDOR: 1905 STARKVILLE AUTO PARTS

5151-157022 11/16/22 5927 Maintenance
5151-157108 11/21/22 5949 Maintenance

VENDOR TOTAL: 137.34

VENDOR: 1909 STARKVILLE WATER - UTILITIES

NOV 2022 11/16/22 0 Utility bills

VENDOR TOTAL: 71918.98

VENDOR: 1917 RONNIE JONES CONST, INC.

20221288 11/15/22 5837 Clay Gravel
20221293 11/15/22 5847 Limestone
20221295 11/15/22 5866 Crusher Run
20221296 11/15/22 5871 Stone Gravel

VENDOR TOTAL: 12708.78

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 12/07/22 ACCOUNT 23110					RUN DATE 11/29/22 02:56 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	CHECK/ACH SEQ
VENDOR: 1920 CANNON FORD LINCOLN OF STARK									
20200	11/15/22	5925 Maintenance		12/07/22	149.00	.00	ACH		
				VENDOR TOTAL:	149.00				
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY									
77419	11/28/22	5963 Supplies		12/07/22	106.40	.00	ACH		
				VENDOR TOTAL:	106.40				
VENDOR: 2024 THOMPSON MACHINERY									
PC110320366	11/21/22	5903 Maintenance		12/07/22	66.91	.00	CHK		
PC110320446	11/15/22	5911 Maintenance		12/07/22	313.34	.00	CHK		
PC110320447	11/15/22	5911 Maintenance		12/07/22	4.58	.00	CHK		
PC1103205474	11/15/22	5911 Maintenance		12/07/22	869.81	.00	CHK		
PC110320631	11/18/22	5911 Maintenance		12/07/22	634.55	.00	CHK		
PC110320674	11/18/22	5928 Maintenance		12/07/22	148.67	.00	CHK		
PC110320727	11/18/22	5928 Maintenance		12/07/22	42.48	.00	CHK		
PC110320728	11/18/22	5928 Maintenance		12/07/22	32.12	.00	CHK		
Q0508501	11/28/22	5814 Equipment Rental		12/07/22	3435.45	.00	CHK		
Q05085011	11/28/22	5814 Equipment Rental		12/07/22	3435.45	.00	CHK		
				VENDOR TOTAL:	8983.36				
VENDOR: 2039 TRIPLE C TRAILERS LLC									
2369	11/18/22	5933 Maintenance		12/07/22	542.50	.00	CHK		
				VENDOR TOTAL:	542.50				
VENDOR: 2098 ULINE									
15659280	11/22/22	5942 Supplies		12/07/22	449.70	.00	ACH		
156617827	11/21/22	5943 Equipment		12/07/22	4762.98	.00	ACH		
				VENDOR TOTAL:	5212.68				
VENDOR: 2104 UPS									
000024W1X6452	11/18/22	5941 Shipping		12/07/22	41.51	.00	CHK		
000024W1X6462	11/22/22	5957 Shipping		12/07/22	40.26	.00	CHK		
000024W1X6472	11/28/22	5966 Shipping		12/07/22	40.47	.00	CHK		
				VENDOR TOTAL:	122.24				

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 12/07/22 ACCOUNT 23110				RUN DATE 11/29/22		02:56 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
2202 WAYPOINT ANALYTICAL										
1070582	11/18/22	6609 Testing		12/07/22	288.00	.00	ACH			
1070746	11/15/22	6609 Testing		12/07/22	288.00	.00	ACH			
VENDOR TOTAL:					576.00					
VENDOR:										
2328 WOFFORD WATER SERVICE INC.										
13518	11/18/22	5919 Chemicals		12/07/22	8796.30	.00	ACH			
VENDOR TOTAL:					8796.30					
VENDOR:										
99009818 TRISTAN MORGAN GREENE										
11/21/22	11/23/22	0 License Renewal		12/07/22	21.00	.00	ACH			
VENDOR TOTAL:					21.00					
GRAND TOTAL:					260738.07					



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT:

Request authorization for Lt. Taurus Young and Sgt. Tyler Davis to travel to Pensacola, FL to attend 2023 The Fire Conference on January 30 – February 3, 2024 at a cost not to exceed \$2,000.00 (hotel and registration).

The knowledge and skills acquired in this class will be brought back and shared with our fire department to address our response readiness.

AMOUNT & SOURCE OF FUNDING \$2,000.00 (001-261-600-390) Fire Training

Conference registration \$550 x 2 = \$1,100

Hotel Fee \$125 per night x 5 nights = \$625

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

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

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

SUGGESTED MOTION:

Move approval for authorization for Lt. Taurus Young and Sgt. Tyler Davis to travel to Pensacola, FL to attend 2023 The Fire Conference on January 30 – February 3, 2024 at a cost not to exceed \$2,000.00 (hotel and registration).

The knowledge and skills acquired in this class will be brought back and shared with our fire department to address our response readiness.



Brian Arnett
Training Chief

THE CITY OF STARKVILLE
FIRE DEPARTMENT
503 EAST LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2962
Cell: 662-341-3870
Fax: 662-324-4026
Email: b.arnett@cityofstarkville.org

November 29, 2022

2023 The Fire Conference hosted by County Fire Tactics
Pensacola, FL January 30 – February 3, 2023
CFT Fire School Leadership and Tactics

This will be a five day class with three days of classroom instruction focusing on leadership development for all ranks in the fire service. The final two days will be Hands On Training (HOT) classes with an emphasis on the use of ladders and power tools in forcible entry applications. The skills learned in this class will teach members to conduct search and rescue operations in buildings where fire growth or structural integrity concerns are preventing traditional means of access. Students will also be exposed to the latest scientific research and data on coordinated fire ground operations combing ventilation, fire suppression, and patient rescue. The knowledge and skills acquired in this class will be brought back and shared in your fire department to help close any gaps in our response readiness matrix to the growing vertical building footprint in Starkville.

Class registration fee \$550 per student x 2 = \$1100
Hotel fee \$125 per night x 5 nights = \$625
Students agree to cover the cost of travel and meals
Total cost = \$1725

Prospective students Taurus Young and Tyler Davis

Thank you for your consideration in this important matter,
Training Chief Brian Arnett



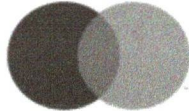
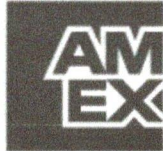
The Fire Conference 2023 is scheduled for Jan 30th – Feb 3rd, 2023 at the Hilton Pensacola Beach Gulf Side Convention Center with over 1000's Firefighters occupying Pensacola Beach.

The Fire Conference combines all of CFT's past programs (ODP, CFT Fire School, COBC, WOFC & HROC) all into one five day training event. Lecture sessions and Hands-on Training will occur throughout the week.

- | | |
|--|---|
|  Registration |  Hotels |
|  Speakers |  Agenda |
|  Conference |  Specials |
|  CFT Events |  Contact CFT |
|  Shuttle Bus | |

THE FIRE CONFERENCE 2023 REGISTRATION

INVESTMENT ONLY \$550



ODP OR CLASS HOT OPTION

BOOK YOUR HOTEL

[Back to Top](#) ↑

THE FIRE CONFERENCE 2023 LECTURE & HOT SESSIONS

The event will take place in Royal Palm Ball Room, and additional meeting rooms throughout the Hilton Pensacola Beach. Parts of this conference program remain in a development phase.

SPRING HILL SUITES \$109+

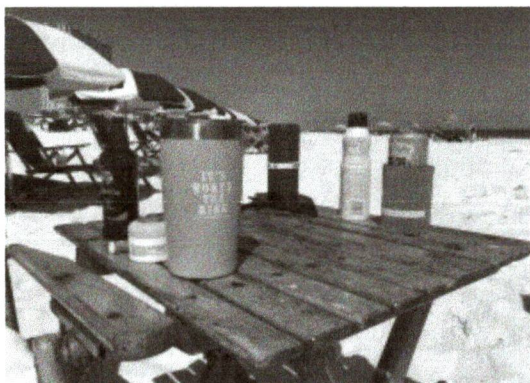
HOLIDAY INN FROM \$ 194

SURF & SAND FROM \$82

LIVE PNS BEACH CAM

[Back to Top ↑](#)

DISCOUNTS, NETWORKING, SOCIAL ACTIVITIES & MORE



- Nightly social activities to connect with instructors, and like-minded people.
- Breakfast, lunch, and dinner discounts.
- Beverage discounts with the CFT Tumbler
- Reduced room rates at two Hilton brand properties.

- Experience the passion of Chief Isakson and his team of CFT



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 12-6-22
PAGE: 1

SUBJECT: Request permission to apply for a Hazardous Materials Emergency Preparedness Grant Program. Awarded by U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration. The amount of this grant is \$13,500, with an 80/20 match. The equipment for this grant would be purchased upfront and the SFD would be reimbursed 80%. This grant will be used for handheld radios, Facemasks, and Gas Detectors.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE: 001-261-604-330

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

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

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

SUGGESTED MOTION: Move approval to allow SFD permission to apply for a Hazardous Materials Emergency Preparedness Grant Program. Awarded by U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration. The amount of this grant is \$13,500, with an 80/20 match. The equipment for this grant would be purchased upfront and the SFD would be reimbursed 80%. This grant will be used for handheld radios, Facemasks, and Gas Detectors.

**HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT
PROGRAM AGREEMENT**

GRANTOR: U.S. Department of Transportation/ Pipeline and Hazardous
Materials Safety Administration

RECIPIENT: Mississippi Emergency Management Agency

SUB-RECIPIENT: Oktibbeha County LEPC/ City of Starkville Fire Department

GRANT PERIOD: October 1, 2022 – September 30, 2023

AWARD AMOUNT: \$ 10,800

As the State of Mississippi's recipient of the Hazardous Materials Emergency Preparedness Grant (HMEP), the Mississippi Emergency Management Agency (MEMA), hereby awards HMEP funds to the above Sub-recipient. The interest and responsibilities of the Sub-recipient will be executed by the Sub-recipient's designated applicant's agent.

The Sub-recipient agrees and understands that:

1. The amount indicated by this agreement is a subaward
2. All equipment approved for funding will be used for planning, training and/or exercise purposes only. Operational use is strictly prohibited.
3. He/She has legal authority to apply for these funds on behalf of the Sub-recipient.
4. The Sub-recipients must provide the required 20% matching funds, (cash match only).
5. The Sub-recipient will use HMEP funds solely for the purposes for which these funds are provided and as approved by the Executive Director of MEMA.
6. The Sub-recipient will complete the Grant Project Progress Report and submit it to MEMA within thirty days following each quarter; reimbursements will not be processed until this report is submitted.
7. All reimbursement payments will be made after MEMA receives all required reimbursement documentation (a cover letter requesting reimbursement, a copy of all invoices and, a copy of all checks).
8. All reimbursements must be submitted to MEMA no later than September 30, 2023.

9. If applicable, the Sub-recipient will complete the Federal Funding Accountability and Transparency Act (FFATA) form and return it to MEMA.
10. The Sub-recipient will give state and federal agencies access to and the right to determine all records and documents related to the use of HMEP funds.
11. The Sub-recipient will comply with all applicable provisions of federal and state laws and regulations in regard to procurement of goods and services.
12. If requested, the Sub-recipient will provide the recipient copies of audit reports that include funds provided under this agreement.
13. The Sub-recipient agrees all expenditures incurred will be during the period of performance as listed.
14. The Sub-recipient agrees to complete a final Grant Project Progress Report when the project is completed.
15. There shall be no changes to this agreement unless mutually agreed upon, in writing, by both parties to the agreement.

If the Sub-recipient violates any of the conditions of the agreement, or applicable federal and state regulations, the State shall notify the Sub-recipient that HMEP funds will be withheld until such violation has been corrected to the satisfaction of the State.

The undersigned does hereby agree with all terms and conditions of this agreement.

Acceptance for the Sub-recipient:

Sub-recipient's Designated Applicant's Agent

Date

APPROVED: State of Mississippi



Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency


Date

TASKS/ACTIVITIES

When defining your tasks/activities answer the “Who, What, Why, Where, When, how many, and How much” for each task or activity.

- Who will be performing/implementing the task or activity?
- What task or activity is to be performed?
- Why is the task or activity being performed?
- Where will the task or activity take place?
- When is the task or activity projected to be performed?
- How many participants are projected to be involved in the task or activity?
- How much is the projected cost of the task or activity?

DEFINE TASK/ACTIVITY #1	Provide interoperable communications
WHO	Oktibbeha County Emergency Management Agency/E911
WHAT	Purchase (6) MSWIN capable radios
WHY	To provide seamless communications with all stakeholders
WHERE	During multi-agency/multi-jurisdiction incidents
WHEN	As needed
HOW MANY	6
HOW MUCH	\$18,000

DEFINE TASK/ACTIVITY #2	Computer equipment for HMEP grant activities
WHO	Oktibbeha County LEPC
WHAT	To purchase/install situation monitors for EOC
WHY	To exercise/train on scene size up under ICS structure in EOC under
WHERE	Oktibbeha County EOC
WHEN	During Unified Command/CBRNE/Hazmat Training
HOW MANY	6
HOW MUCH	\$9,000

DEFINE TASK/ACTIVITY #3	Purchase equipment required for HMEP funded exercises/training
WHO	Starkville Fire Department/LEPC
WHAT	Purchase full-face respirators
WHY	To test proper usage and capabilities during exercises and cbrne training
WHERE	Starkville Fire Department Hazmat Unit/County LEPC
WHEN	During Hazmat Training/Exercises
HOW MANY	10 (5ea Starkville Fire Dept, 5ea LEPC)
HOW MUCH	\$4,000

DEFINE TASK/ACTIVITY #4	Multi-Gas Monitors
WHO	Starkville Fire Department/Hazmat Team
WHAT	Multi-Gas Monitors
WHY	To utilize during training/exercises on how to detect and proper usage
WHERE	Starkville Fire Department Hazmat Unit
WHEN	During Hazmat Training/Exercises
HOW MANY	2
HOW MUCH	\$2,500

BUDGET

Budget narratives assure costs are eligible, necessary, reasonable and allocable.

SALARIES/BENEFITS

- Describe how each individual contributes to the project and amount of time to be spent on the project?
- If individuals are not yet determined, explain the qualifications for individual(s) to be designated?

CONSULTANTS/SUBCONTRACTORS

- Describe the qualifications and duties of the outside specialist.
- Explain the amount of time spend on the project.

GOODS AND SERVICES

- Include costs estimated and descriptions of quotes obtained for any specialized supplies or equipment
- Describe why the supplies and/or equipment are needed.
- Explain how the supplies and/or equipment pertain to your specific project and are necessary to complete project objectives.

TRAVEL/PER DIEM

- Explain the purpose of the trip and justify why each individual is traveling.
- Explain how destination was determined and how travel costs were considered when destination was selected.
- Explain the lodging and per diem rate to be used (state or federal rates).

	(100%) TOTAL	(80%) FEDERAL	(20%) MATCH
Salaries/Benefits Total			
Narrative:			
Consultants/Subcontractor Total			
Narrative:			
Goods and Services Total	\$33,500		
Narrative: To purchase communications/monitoring equipment to be used to train/exercise on how to detect substances			
Travel/Per Diem Total			
Narrative:			
Total Project Costs:			
Narrative:			



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 06, 2022
Page: 1

SUBJECT:

Request authorization to hire John Baker as a part -time Custodian in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

John Baker - nonexempt Salary of \$14,560 (\$14.00) based on 1040 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Kadeja Woods who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire John Baker as a part -time Custodian in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 06, 2022

Page: 1

SUBJECT:

Request authorization to hire Josh Kitchens as a Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Josh Kitchens - non-exempt salary for Police Officer II, @ \$49,684.32 (\$22.22 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

This is a replacement position previously held by Stephen Muse who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Request authorization to hire Josh Kitchens as a Police Officer in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 06, 2022
Page: 1

SUBJECT:

Request authorization to hire Morial Bonner as a Maintenance Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Morial Bonner - Annual Salary of \$29,120.00 (\$14.00 per hour) based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Stephen Coleman who resigned. Morial was hired as a temp employee and is now transitioning to full time.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION

Move approval to hire Morial Bonner as a Maintenance Worker in the Sanitation & Environmental Services Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 6 December 2022
PAGE: 1 of 1

SUBJECT: The discussion and consideration to purchase split rail fencing in the amount of \$26,606.72 from Lowes Home Center.

AMOUNT & SOURCE OF FUNDING:
Cornerstone – Bond

FISCAL NOTE:
Purchase of the material will be done based on availability of the product.

AUTHORIZATION HISTORY:
N/A

**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: Approval to purchase

OMZR130A

LOWE'S HOME CENTERS, LLC
SVM 2519

PAGE: 1

PROJECT ESTIMATE

FENCE QUOTE 11/29

CONTACT: Doherty, Brandon
CUST #: 351632478SALESPERSON: DORAN, SHELBY
SALES #: 3138809

PROJECT NUMBER: 756236888

DATE ESTIMATED: 11/29/22

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
4	198605	4-4-5 WRC PONY END POST	12838	62.72
900	14581	10-FT WR CEDAR PONY RAIL	12840	12312.00
300	14581	10-FT WR CEDAR PONY RAIL	12840	4104.00
600	140392	4-4-5 WRC PONY LINE POST	12837	10128.00
TOTAL FOR ITEMS				26606.72
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				0.00
TOTAL ESTIMATE				26606.72

This Quote is valid until 12/02/22.

MANAGER SIGNATURE_____
DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE
OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME
ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE
SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR
QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.



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Date _____ Noe der _____

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Phone

Mailing Address Phone Fax

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TAX STATUS:**PURCHASE ORDER NUMBER:**

*Estimate is based on cash/check method of payment. Payment in full is due upon completion of work unless financing or special payment arrangements are made prior to installation. Financing or special payment arrangements will be subject to credit approval and finance charges. **Customers choosing to pay by credit card will be charged an additional 3% of the total estimate.** If payment is not made as specified, Columbus Fence Co., LLC shall use legal means necessary to collect unpaid balance including interest and legal fees. More or less material other than amount specified will be debited or credited at current rates. Building permit fees paid by Columbus Fence Co., LLC will be charged to the customer.

***PRICING IS BASED ON CUSTOMER'S MEASUREMENTS, SITE UNSEEN. ONSITE MEASUREMENTS TO DETERMINE FINAL PRICING.**

****Columbus Fence Company, LLC shall not be responsible for locating, staking, nor clearing fencing lines.***

****PLEASE NOTE**QUOTE IS VALID FOR 30 DAYS**

We appreciate the opportunity to submit this quote.

Occurrence Signature and Date

Matt Bishop 11/9/22



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 6 December 2022
PAGE: 1 of 1

SUBJECT: The discussion and consideration to purchase memorial wall plaques for Cornerstone Park in the amount of \$6530.

AMOUNT & SOURCE OF FUNDING:

Bone – Cornerstone

FISCAL NOTE:

There are two signs based on the span of the project over two terms of City Officials.

AUTHORIZATION HISTORY:

N/A

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: Approval to purchase

GENTRY SIGNS

EST. 1950

P.O. BOX 494 • STARKVILLE, MS • 662-323-3652

ESTIMATE

Gentry Signs
P.O. Box 494
Starkville, Mississippi 39760
United States

662-323-3652

BILL TO
Starkville Parks

Estimate Number: 2659
Estimate Date: November 9, 2022
Expires On: December 7, 2022

Grand Total (USD): \$3,265.00

Product/Service	Quantity	Price	Amount
36" x 24" Cast Aluminum Plaque 36" x 24" Cast Aluminum Plaque - 1/2" thick - painted edges stipple w/ painted surface satin finish blind mounts text as specified All furnished and installed on brick wall at your location	1	\$3,265.00	\$3,265.00

Total: \$3,265.00

Grand Total (USD): \$3,265.00

Notes / Terms
Thank you,
Dillon Bridge

From: [Shabbir Moosabhoy](#)
To: [Brandon Doherty](#)
Subject: Re: Impact Signs Quote Request - SFC Starkville
Date: Tuesday, November 29, 2022 1:18:39 PM

CAUTION: External email, careful opening links and attachments.

##- Please type your reply above this line -##

Hello Brandon,

Thank you for your quote request.

Here is our proposal for your bronze plaque:

36"w x 24"h bronze plaque = \$4,192.00

This includes:

Satin finish raised lettering and border

Recessed paint-filled background

Dark Oxide, Leatherette

Text Only

Choice of: Blind mount or Screws through the face for customer mounting

OPTIONAL:

- To include your custom vector line art logo or clip art item would add \$95 if needed -or -
- halftone, detailed, or complex logos or clip art adds \$325 if needed

Here are some examples:

<https://www.flickr.com/photos/impactimageviewer/albums/72157703473612562>

The same size as above in our Aluminum plaque (silver color) material saves 25% off the bronze cost

See Aluminum examples here:

<https://www.flickr.com/photos/impactimageviewer/23006048653/in/album-72157706177183584/>

Want to include an additional feature?

We can also add etched portraits, photo relief images, bas relief images, and seals. Please email me a copy of the logo or image(s) to provide a quote on this option.

Need a shipping estimate?

Please provide your complete street address.

Installation not included in prices. Do you need us to install your plaque?

We have expert installers around the country who can precisely install your signage.
Please email me a photo of your wall and your full address to begin an install quote.

Current lead time is about 4 weeks of production time.

(After proof approval and payment in full)

Did you need the order by a specific date?

In many cases, we can meet rush deadlines with a rush production fee and expedited shipping
(Please do not plan your event without confirmation that we can meet your in-hand date)

Are you ready to order?

We'll send you an invoice link for a \$250 deposit. **Deposit is non-refundable if you decide to not proceed with the production

Once we receive the deposit payment, we'll begin your proof. (Typically 2-3 business days)
In the proof phase, we can adjust size, details, and layout as needed.

Please let me know your thoughts, and I look forward to working with you very soon!

Regards,
Shabbir Moosabhoy
(708) 887-9851
shabbir@impactsigns.com

Submitted Form Details below:

Date Submitted: 12:45 PM

Date Submitted

11/29/2022

Reference #

L129466

First Name

Brandon

Last Name

Doherty

Email

bdoherty@sportsfacilities.com

Phone

(131) 522-2674

Company

SFC Starkville
When do you need the signage?
2-3 months
What type of sign do you need?
Metal Plaques
Tell us about your plaque project:
The sign is to dedicate a building with a list of aldermen. 37 x 24 what would be the estimated cost?
Material Options (can select multiple)
• Cast Bronze
Overall size of plaque
37 x 24
Need our help designing your plaque?
Yes - I need Impact Signs to professionally design my plaque
Do you want to include a portrait or photo on your plaque?
• Not Sure
Budget
\$5,000 +
Would you like a Quote to have your signage professionally installed?
No, I don't need installation
Installation Address
United States
Referrer URL
https://www.impactsigns.com/custom-metal-plaques/

****Note, if you are sending us images please send them as individual attachments (no inline/embedded images please)***



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 6 December 2022
PAGE: 1 of 3

SUBJECT: The discussion and consideration to purchase 39 Bin Blocks for Cornerstone in the amount of \$9,645.00, the higher of two quotes, but which includes offloading of the blocks.

AMOUNT & SOURCE OF FUNDING:

Cornerstone Bond

FISCAL NOTE: Two quotes received:

\$7,050.00 – Macon Septic Systems Inc

\$9,645.00 – Concrete Block Supply

AUTHORIZATION HISTORY:

N/A

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: Approval to purchase

MACON SEPTIC SYSTEMS , INC

17932 US HWY 45
MACON, MS 39341

Estimate

DATE	ESTIMATE NO.
11/9/22	19353

NAME / ADDRESS
City of Starkville Parks and Recreation 405 Lynn Lane Starkville, MS 39759 Joe Williams 662-769-0112

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Concrete block 2' x 2' x 6'	40	150.00	6,000.00
Hauling Charge	42	5.00	210.00
Hauling Charge	42	5.00	210.00
Hauling Charge	42	5.00	210.00
Hauling Charge	42	5.00	210.00
Hauling Charge	42	5.00	210.00
Delivery address to be confirmed at a later date; hauling charge is based on mileage to Lynn Lane address plus 5 miles per Joe Williams			
Sales Tax		7.00%	493.50
		TOTAL	\$7,543.50



www.binblocksupply.com
sales@concreteblocksupply.com
833-763-1711

Quote # E1313

November 9, 2022

Customer: Joe Williams

Quantity	Item Description	Price	Total
39	6'L x 2'W x 2'H Concrete Block	\$155.00	\$6,045.00
3	Flat Bed Truck Delivery	\$1,200.00	\$3,600.00
	*Includes Up To One Hour Of Offload time		
	*Freight Quote Valid For Two Weeks		

Job Site Address:
Starkville, MS

Tax	tbd
Total	\$9,645.00

Signature: _____

Please send back to: sales@concreteblocksupply.com

- * Concrete Block Supply is not to be held liable for any use of the blocks, customer is responsible to determine use of blocks*
- * The blocks are made with left-over concrete*
- * Blocks are not built to any engineering design criteria*
- * Blocks may vary slightly from each other*
- * All sales are final no returns or refunds*



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 6 December 2022
PAGE: 1 of 1

SUBJECT: The discussion and consideration to post a steel slide, mound grader, aerator, pitching mounds, and an air compressor on govdeals.com.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

HISTORY:

Slide - from Josey

Mound grader - there are two. We will keep one, as we only need one for Sportsplex

Air Compressor - doesn't work bad motor

Aerator - we have two of the same, keeping one.

Old Pitching mounds used for older tournaments have been replaced.

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: Approval to transfer



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 6 December 2022
PAGE: 1 of 1

SUBJECT: The discussion and consideration of the transfer of three (3) X-Mart Mowers to the Sanitation Department serial numbers 313610061, 313610062 & 400093173.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

N/A

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: Approval to transfer



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 12-6-2022
PAGE: 1 of 1**

SUBJECT: Request approval for Sure Restore, LLC to remove, clean and repair mold affected areas throughout the police department at a cost of \$8,371.22, which is the least of 3 quotes.

AMOUNT & SOURCE OF FUNDING: Building Maintenance \$8,371.22

LINE ITEM 001-201-630-26

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S
AUTHORIZATION:** CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT:

Captain Mike Edwards: 662-769-4423

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Move approval for Sure Restore, LLC to remove, clean and repair mold affected areas throughout the police department at a cost of \$8,371.22, which is the least of 3 quotes.



SURE RESTORE LLC

Client: Starkville Police Department
Property: 101 E Lampkin Street
Starkville , MS 39759

Operator: TOMKENT5

Estimator: Carter Bentley
Property: 192 Bardwell Rd
Starkville, MS 39759

Home: (662) 341-5034
E-mail: carter@surerestore.us

Type of Estimate: Water Damage
Date Entered: 9/27/2022

Date Assigned:

Price List: MSTU8X_SEP22
Labor Efficiency: Restoration/Service/Remodel
Estimate: STARKVILLE_PD

**STARKVILLE_PD****SKETCH1****Main Level****Main Level**

DESCRIPTION	QTY
46. Disinfect building - fog / spray - per SF	3,000.00 SF
Disinfecting and decontaminating the entire building is strongly recommended. While there is active water and moisture entering the atmosphere there is potential for mold to grow. Until that issue is resolved it is recommended to have this treatment repeated at a later date. The square footage is guessed to be 3,000 sqft but not bound to that.	

DUI DEPT. DESCRIPTION	Height: 8' QTY
1. Contents - move out then reset	1.00 EA
3. Floor protection - self-adhesive plastic film	127.33 SF
4. Containment Barrier/Airlock/Decon. Chamber	45.00 SF
6. Peel & seal zipper - heavy duty	1.00 EA
7. Remove effected ceiling tile and bag for disposal	94.60 SF
52. Replace Suspended ceiling tile for clean room/kitchen - 2' x 2'	94.60 SF
9. Clean suspended ceiling grid	126.20 SF
11. Apply mold/mildew stain remover to	126.20 SF
22. Tear out mold drywall, cleanup, bag for disposal	514.66 SF
48. Replace 1/2" drywall - hung, taped, floated and ready for paint.	514.66 SF
This price does not include removal. It is materials and install included. Removal for drywall has already been addressed.	
57. Seal/prime then paint the walls and ceiling twice (3 coats)	514.66 SF
15. Clean floor	127.33 SF
18. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.00 DA
19. Personal protective mask (N-95)	3.00 EA
21. Tandem axle dump trailer - per load - including dump fees	1.00 EA
31. Add for HEPA filter (for negative air exhaust fan)	1.00 EA

Hallway DESCRIPTION	Height: 8' QTY
23. Protect contents - Cover with plastic	25.00 SF
24. Remove mold suspended ceiling tile and bag for disposal	35.00 SF
56. Replace Suspended ceiling tile for clean room/kitchen - 2' x 2'	35.00 SF
25. Clean suspended ceiling grid	35.00 SF

**SURE RESTORE LLC****CONTINUED - Hallway**

DESCRIPTION	QTY
26. Apply mold/mildew stain remover to the surface area	143.80 SF
27. Floor protection - self-adhesive plastic film	135.35 SF
29. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.00 DA
30. Add for HEPA filter (for negative air exhaust fan)	1.00 EA

Office 231	Height: 8'
DESCRIPTION	QTY
32. Remove mold suspended ceiling tile and bag for disposal	9.80 SF
55. Replace Suspended ceiling tile for clean room/kitchen - 2' x 2'	9.00 SF
33. Clean suspended ceiling grid	9.80 SF
34. Apply mold/mildew stain remover to	9.80 SF
35. Floor protection - self-adhesive plastic film	20.00 SF

Hallway from front office	Height: 8'
DESCRIPTION	QTY
36. Protect contents - Cover with plastic	75.00 SF
37. Containment Barrier/Airlock/Decon. Chamber	45.00 SF
38. Peel & seal zipper - heavy duty	1.00 EA
40. Apply mold/mildew stain remover to the surface area	250.00 SF
41. Clean	250.00 SF
43. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.00 DA
44. Add for HEPA filter (for negative air exhaust fan)	1.00 EA

Office 203/EOC Room	Height: 8'
DESCRIPTION	QTY
61. Remove and replace affected ceiling tile and bag for disposal	0.00 SF
63. Clean HVAC vents	0.00 HR

Office 250 Chiefs Office	Height: 8'
DESCRIPTION	QTY
62. Remove and replace ceiling tile and bag for disposal	0.00 SF
64. Clean HVAC vents	0.00 HR



SURE RESTORE LLC

Labor Minimums Applied

DESCRIPTION	QTY
47. Floor cleaning labor minimum	1.00 EA
53. Acoustic ceiling tile labor minimum	1.00 EA

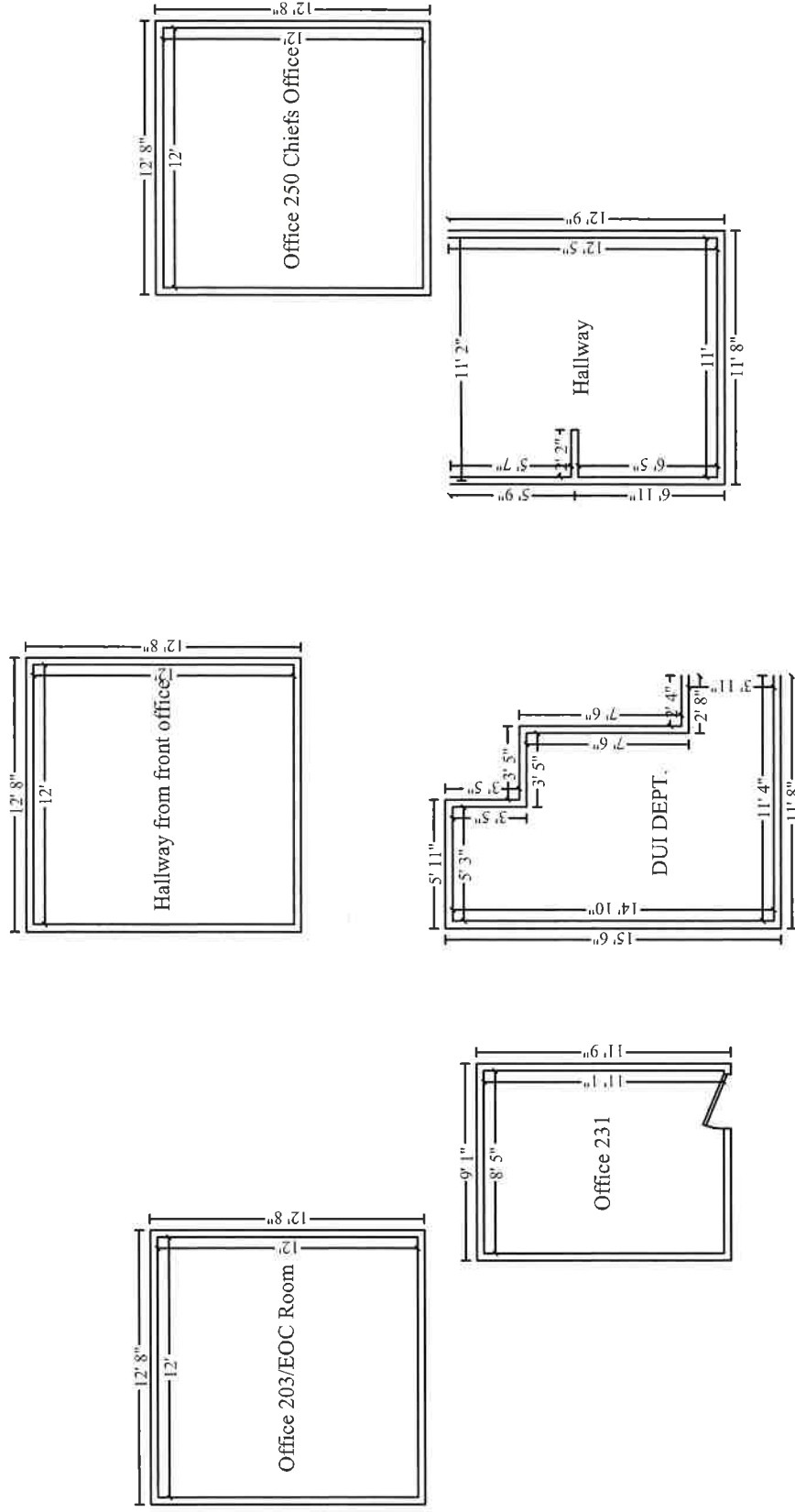
Grand Total

\$8,371.22

Carter Bentley

Grand Total Areas:

2,172.00 SF Walls	787.96 SF Ceiling	2,959.96 SF Walls and Ceiling
787.96 SF Floor	87.55 SY Flooring	271.50 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	271.50 LF Ceil. Perimeter
787.96 Floor Area	880.01 Total Area	2,209.33 Interior Wall Area
2,539.58 Exterior Wall Area	295.58 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Main Level

Date: October 3, 2022

Title: Starkville Police Department

Description: Diego Soto requested ServiceMaster Restoration by One Call to provide a proposal for mold remediation. Starkville Police Department is located at 101 E. Lampkin St., Starkville, MS 39759.

Scope:

A) DUI Office

- Create airtight chamber
- Run a HEPA scrubber
- Remove all affected dry wall on three sides of office
- Treat wall cavity
- Replace dry wall, mud, sand and repaint
- Glue existing base board back in place
- Remove and replace affected ceiling tile
- Clean ceiling grid
- Clean all content
- Clean all weight room equipment
- Clean floors
- Clean HVAC vents
- Clean and disinfect all remaining drywall
- Perform a post construction clean

B) Hallway

- Clean and disinfect all dry wall on both sides of hallway – run a HEPA air scrubber
- Clean floor light

C) Dispatch area

- Replace all affected ceiling tile and clean ceiling grid
- Clean HVAC vents

D) Office 231

- Replace all affected ceiling tile and clean ceiling grid
- Clean HVAC vents

E) Office 203/EOC Room

- Replace all effected ceiling tile and clean ceiling grid
- Fog entire room with DECON 30 (Antimicrobial)
- Clean HVAC vents

F) Office 250 (Chief's Office)

- Replace all effected ceiling tile and clean ceiling grid
- Clean HVAC vents

ServiceMaster will provide management, PPE, labor, cleaning equipment and cleaning products for this project.

- Chamber the room to prevent spread
- Utilize air scrubber to filter air from mold spores
- Fog each office with antimicrobial solution, if available. (Office cannot be in use for two hours prior to disinfecting).

B) Time Frame

- 1) ServiceMaster will complete this work in **one week.**
- 2) All work to be performed Monday-Friday between 8:00-4:30 P.M.

C) Pricing:

- 1) The cost for the completion of all above work will be **\$8,487.92.**

****Please note: ServiceMaster will provide professional mold mitigation services. Stains may be present on ceiling after cleaning. ServiceMaster is not responsible for painting or cosmetic repairs following treatment.**

If you have any questions, please contact Danny Hill at 601-826-5926 or Tonya Leach at 662-601-5258.

Tonya Leach
ServiceMaster Restoration by OneCall
Sales/Marketing Specialist
tleaseh@sm1call.com
662-601-5258

Danny Hill
Operations Manager
dhill@sm1call.com
601-826-5926

DAVIS Paul Davis of the Golden Triangle

Paul Davis Restoration of the Golden Triangle
305 Hwy 12 W
Starkville, MS 39759
Certificate of Responsibility No. 24887-MC
Residential Builders License No. R18315
Tax ID: 82-1477641

Client: Starkville Police Department
Property: 101 East Lampkin Street
Starkville, MS 39759

Cellular: (662) 323-4134

Operator: JACE.CAL

Estimator: Jace Caldwell
Company: Paul Davis of the Golden Triangle
Business: 305 Highway 12 W
Starkville, MS 39759

Business: (662) 889-8448
E-mail: jace.caldwell@pauldavis.com

Type of Estimate: Mold Damage
Date Entered: 9/20/2022
Date Est. Completed: 9/28/2022
Date Assigned:
Date Job Completed:

Price List: STARKSTARK_001
Labor Efficiency: Restoration/Service/Remodel
Estimate: STARKVILLE_PD_MOLD

*****Please note, this estimate is for what can be seen at this time at the time of the inspection. Once demo is completed, if unseen damage is found then that would account for an additional cost at that time.**

*****Ceiling Tile price may change for the speciality tile in the main hallway. This is based on a standard tile price as we have not been able to get a price for this specific tile at this time.**

DAVIS Paul Davis of the Golden Triangle

Paul Davis Restoration of the Golden Triangle
305 Hwy 12 W
Starkville, MS 39759
Certificate of Responsibility No. 24887-MC
Residential Builders License No. R18315
Tax ID: 82-1477641

STARKVILLE_PD_MOLD**Main Level**

DUI Department	Height: 8'
DESCRIPTION	QTY
Contents	
1. Contents - move out then reset	1.00 EA
Moving contents all in the middle of an area to cover with plastic.	
2. Protect contents - Cover with plastic	75.00 SF
Covering contents in the middle of room when work begins.	
3. Containment Barrier/Airlock/Decon. Chamber	45.00 SF
containment to block off the area where work will be taken place.	
4. Peel & seal zipper - heavy duty	1.00 EA
Removal/Remediation	
Ceiling	
5. Remove affected ceiling tile and bag	125.43 SF
6. Clean suspended ceiling grid	125.43 SF
7. Apply mold/mildew stain remover to the ceiling	125.43 SF
Walls	
8. Tear out wet drywall, cleanup, bag - Cat 3	374.41 SF
9. Apply mold/mildew stain remover to the walls	374.41 SF
10. HEPA Vacuuming - Detailed - (PER SF)	374.41 SF
11. Clean stud wall - Heavy	374.41 SF
12. Tear out baseboard and bag for disposal - up to Cat 3	46.80 EA
Floors	
13. Floor protection - self-adhesive plastic film	250.86 SF
Clean floors after demo and after repairs are completed.	
14. Clean the floor - Heavy	125.43 SF
15. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	2.00 DA
16. Add for HEPA filter (for negative air exhaust fan)	1.00 EA
Repairs	
Ceiling	
17. Acoustic ceiling tile	125.43 SF
Walls	
18. 1/2" drywall - hung, taped, with smooth wall finish	374.41 SF
19. Texture drywall - smooth / skim coat	374.41 SF
20. Seal/prime then paint the walls twice (3 coats)	374.41 SF
21. Cove base molding - rubber or vinyl	46.80 LF

DAVIS Paul Davis of the Golden Triangle

Paul Davis Restoration of the Golden Triangle
305 Hwy 12 W
Starkville, MS 39759
Certificate of Responsibility No. 24887-MC
Residential Builders License No. R18315
Tax ID: 82-1477641

Hallway**Height: 8'****DESCRIPTION****QTY**

Removal/Remediation

Ceiling

22. Remove affected ceiling tile and bag

35.95 SF

23. Clean suspended ceiling grid

35.95 SF

24. Apply mold/mildew stain remover to part of the ceiling

35.95 SF

Floors

25. Floor protection - self-adhesive plastic film

143.82 SF

26. Clean the floor

143.82 SF

Equipment

27. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.

1.00 DA

28. Add for HEPA filter (for negative air exhaust fan)

1.00 EA

Repairs

Ceiling

29. Acoustic ceiling tile

40.00 SF

Office 231**Height: 8'****DESCRIPTION****QTY**

Removal/Remediation

Ceiling

30. Remove affected ceiling tile and bag

8.00 SF

31. Clean suspended ceiling grid

8.00 SF

32. Apply mold/mildew stain remover to the surface area

8.00 SF

Floors

33. Floor protection - self-adhesive plastic film

20.00 SF

Repairs

Ceiling

34. Acoustic ceiling tile

10.00 SF

Gym**Height: 8'****DESCRIPTION****QTY**

Removal/Remediation

Ceiling

35. Remove affected ceiling tile and bag

12.00 SF

36. Clean suspended ceiling grid

12.00 SF

37. Apply mold/mildew stain remover to the surface area

12.00 SF

Floors

38. Floor protection - self-adhesive plastic film

74.08 SF

DAVIS Paul Davis of the Golden Triangle

Paul Davis Restoration of the Golden Triangle
305 Hwy 12 W
Starkville, MS 39759
Certificate of Responsibility No. 24887-MC
Residential Builders License No. R18315
Tax ID: 82-1477641

CONTINUED - Gym

DESCRIPTION	QTY
Repairs	
Ceiling	
39. Acoustic ceiling tile	15.00 SF

Office	Height: 8'
DESCRIPTION	QTY
Walls	
40. Seal/prime then paint the surface area twice (3 coats)	149.33 SF
Paint this wall as it is continuous from the DUI Department.	

Hallway from Front Office

DESCRIPTION	QTY
Contents	
41. Containment Barrier/Airlock/Decon. Chamber	45.00 SF
containment to block off the area where work will be taken place.	
42. Peel & seal zipper - heavy duty	1.00 EA
Removal/Remediation	
Ceiling	
43. Remove affected ceiling tile and bag	12.00 SF
44. Clean suspended ceiling grid	12.00 SF
45. Apply mold/mildew stain remover to the surface area	12.00 SF
Walls	
46. Tear out wet drywall, cleanup, bag - Cat 3	100.00 SF
Tear out damaged drywall around the door leading to the waiting room and also around the electrical outlet.	
47. Clean the surface area	250.00 SF
Clean the walls surrounding the affected area.	
Floors	
48. Floor protection - self-adhesive plastic film	250.00 SF
49. Clean floor	800.00 SF
Clean floor after demo and after final repairs.	
Equipment	
50. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.00 DA
51. Add for HEPA filter (for negative air exhaust fan)	1.00 EA
Repairs	
Ceiling	

Paul Davis Restoration of the Golden Triangle
 305 Hwy 12 W
 Starkville, MS 39759
 Certificate of Responsibility No. 24887-MC
 Residential Builders License No. R18315
 Tax ID: 82-1477641

CONTINUED - Hallway from Front Office

DESCRIPTION	QTY
52. Acoustic ceiling tile Speciality Tile Needed Walls	15.00 SF
53. 1/2" drywall - hung, taped, with smooth wall finish	100.00 SF
54. Texture drywall - smooth / skim coat	100.00 SF
55. Seal/prime then paint the surface area twice (3 coats) Paint the wall that is continuous where drywall was replaced.	400.00 SF
56. Tape joint for new to existing drywall - per LF	60.00 LF

Chief of Police - Office

DESCRIPTION	QTY
Removal/Remediation Ceiling	
57. Remove affected ceiling tile and bag	12.00 SF
58. Clean suspended ceiling grid	12.00 SF
59. Apply mold/mildew stain remover to the surface area	12.00 SF
Floors	
60. Floor protection - self-adhesive plastic film	20.00 SF
Repairs Ceiling	
61. Acoustic ceiling tile	15.00 SF

Office 203 - Conference Room

DESCRIPTION	QTY
Removal/Remediation Ceiling	
62. Remove affected ceiling tile and bag	64.00 SF
63. Clean suspended ceiling grid	64.00 SF
64. Apply mold/mildew stain remover to the surface area	64.00 SF
Repairs Ceiling	
65. Acoustic ceiling tile	70.00 SF

DAVIS Paul Davis of the Golden Triangle

Paul Davis Restoration of the Golden Triangle
305 Hwy 12 W
Starkville, MS 39759
Certificate of Responsibility No. 24887-MC
Residential Builders License No. R18315
Tax ID: 82-1477641

Miscellaneous

DESCRIPTION	QTY
66. Tandem axle dump trailer - per load - including dump fees Equipment	2.00 EA
67. Personal protective mask (N-95)	8.00 EA

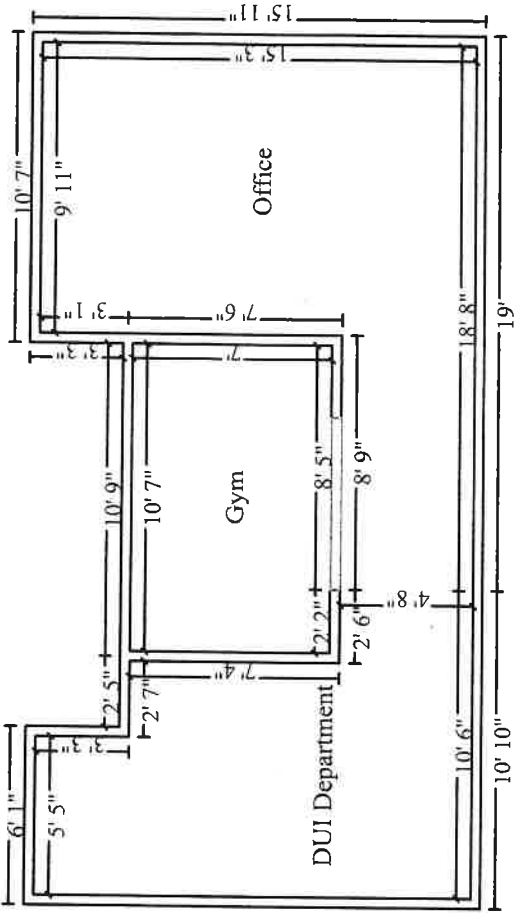
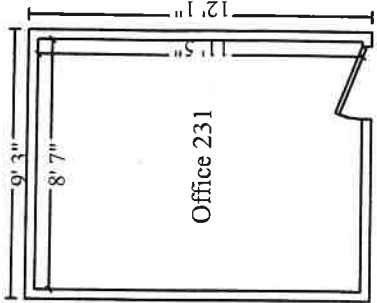
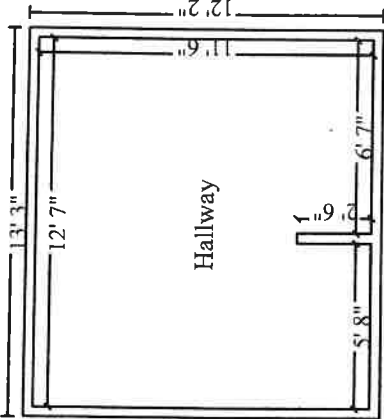
Grand Total

\$16,526.08

Jace Caldwell

Grand Total Areas:

1,827.27 SF Walls	633.67 SF Ceiling	2,460.94 SF Walls and Ceiling
633.67 SF Floor	70.41 SY Flooring	226.44 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	238.27 LF Ceil. Perimeter
633.67 Floor Area	705.45 Total Area	1,869.94 Interior Wall Area
1,722.93 Exterior Wall Area	191.44 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE: 12-6-23
PAGE: 1 of 9**

SUBJECT: Application for FY24 402 Police Traffic Services Grant. Request permission to apply for the continuation project of Police Traffic Services (Seatbelt, Speeding, and Child Restraint) enforcement. The grant is 100% reimbursable, funding approximately 680 hours in overtime enforcement.

AMOUNT & SOURCE OF FUNDING: \$20,655.00 FY23 402 PTS Grant Award - Mississippi Office of Highway Safety

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** Mark Ballard
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the Starkville Police Department to apply for the FY24 Police Traffic Services Grant. 100% reimbursable grant funding in the area of traffic enforcement.

STAFF RECOMMENDATION:

FY24 MOHS POLICE TRAFFIC SERVICES GRANT APPLICATION (402)

Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name:

City of Starkville

Mailing Address:

110 West Main Street

Starkville, MS 39759

Telephone:

662-323-4131

E-Mail:

c.jackson@cityofstarkville.org

2. Date: November 29, 2022

3. Beginning and Ending Dates:

X Full Grant: (October 1, 2023 - September 30, 2024)

____ Mini Grant: (April 1, 2024 - September 30, 2024)

____ Other (Specify Date: _____)

4. Subgrant Payment Method:

X Cost Reimbursement Method

5. UEI # - JD6GFW5BX1L3

6. Congressional District- MS03

7. Program Title: Police Traffic Services

8. The following funds will be proposed for FY24 funding:

A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$20,655.00	(1) Federal	
(2) Personal Services-Fringe (State Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment			
(6) Commodities			
TOTAL	\$20,655.00	TOTAL	\$20,655.00

9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:

Project Identification

Contractual

Commodities

Proposed Countermeasures

Travel

Personal Services

Equipment

All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.

10. Approved Signature of Authorized Official
(Mayor/Board of Supervisor President/Commissioner) for
Jurisdiction to Apply:

Signature

Date

Print Name:

Title:

MOHS USE Only:

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	YES	NO
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X	
Has the agency had at least 3 years' experience with federal grants?	X	
Has the department staff remained unchanged during the 2023 grant year (October 2022 – current)?	X	
Has the agency administration remained unchanged during the 2023 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2022 – current)?	X	
Is the agency accounting system the same as the 2022 grant year (October 2021 – September 2022)?	X	
Has the agency received a federal award <u>directly</u> from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	X	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring “directly” from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)		X
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	N/A	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	City of Starkville
County Name:	Oktibbeha County
Surrounding Counties:	Webster, Clay, Lowndes, Winston, Choctaw, Noxubee
Troop District:	Districty 5
Number of Officers In Agency:	70
Number of Officers to Work Grant:	69

Number of Square Miles:	25.79
Number of Population:	25,352
Major Roadways in the Area:	Hwy 12, Hwy 25, Hwy 82, Hwy 182, Hwy 389

Problem Identification Summary:

Police Traffic Services (402 PT) - Police Traffic Services enforcement projects are for seatbelt, child restraint, and speed related activities, programs, and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high unbelted and speed areas, high fatality/injury/crash areas, college/universities, factories, community events, etc. **Please limit to 350 words for the Problem Identification Summary.**

During the school year, Starkville hosts thousands of visitors for various reasons including college sporting events, concerts, business events and festivals. Estimated attendance at the annual Bulldog Bash is about 45,000 pre-covid. During the past years, additional bar and club establishments have been opened, and cold beer sales were approved. With the wide variety of the types of clubs, the nightlife in Starkville has grown exponentially. In addition to festivals, concerts, and sporting events, Starkville has a ever-revolving population of students, ranging in ages 17-24. The increased number of residents and visitors along with extended club hours have increased the number of seat belt, child restraints and speeding citations consistently over the past years were students and parents are arriving for the first time in Starkville.

Prior to the full implementation of traffic assisted grants in the city, Starkville as well as the county saw between 5-10 fatalities on a yearly basis. Many of the serious injuries and fatalities throughout the nation are related directly to speeding and failure to wear safety belts, and the City of Starkville is no different in this aspect. When talking with those in the community it is obvious that the work done in relation to Speeding and Seat Belt usage is being taken seriously. These people comment a citation is most likely the outcome if seen by an officer on patrol in our city when in violation.

Starkville maintains a dedicated motorcycle unit for traffic enforcement. Three Motorcycles were purchased and three officers are assigned for this unit, they began to focus more on the problems related to traffic. Shortly following, this department began seeing a steady decline in collisions mainly in part by the efforts of these officers to stop violations of speeding and non seat belt usage.

Proposed Target, Performance Measure and Strategies to be achieved during FY24:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Police Traffic Services (402 PT) - The traffic enforcement necessary to directly impact fatalities and injuries which includes all aspects of traffic enforcement in the combined areas of Occupant Protection, Child Restraint and Speed. Police Traffic Service programs will work the national priority program blitz campaign Click It or Ticket.

Please use 2020 fatality and injury crash data.

Target for Enforcement Project-Police Traffic Services (402PT): Please select “reduce or maintain”.

The jurisdiction/agency will maintain the number of unbelted fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency will reduce the number of unbelted injuries from 2 in 2020 to 0 by the end of 2024.

The jurisdiction/agency will maintain the number of speed fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency will (reduce or maintain) the number of speed injuries from 30 in 2020 to 15 by the end of 2024.

Performance Measures for Enforcement Project: Continuation Projects should use 2022 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your “grant funded” citations at “0”. **Please select “increase or maintain”.**

Increase the number of grant funded Seatbelt citations from 174 in FY22 to 350 in FY24.

Increase the number of grant funded Child Restraint citations from 9 in FY22 to 15 in FY24.

(Increase or Maintain) the number of grant funded Speed citations from 132 in FY22 to 140 in FY24.

Strategies for Project:

- Conduct at least 12 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)

FY24 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: Chief Mark Ballard	Name of Project Director: Cpl. Christopher Jackson
Phone Number: 662-323-4131	Phone Number: 662-769-4425
Email Address: mballard@cityofstarkville.org	Email Address: c.jackson@cityofstarkville.org

Name of Financial Manager: Lesa Hardin	Name of Signatory Official: Lynn Spruill
Phone Number: 662-323-2525	Phone Number: 662-323-2525
Email Address: l.hardin@cityofstarkville.org	Email Address: l.spruill@cityofstarkville.org

FY24 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY24: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY24 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The **Special Traffic Enforcement (STEP) Officer(s)** work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total:
Overtime for PTS Enforcement	100	\$20.25	\$30.38	680	\$20,655

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
Total Fringe:			

FY24 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
Total Contractual Service Expense:		

FY24 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
Total Travel Expense:			

FY24 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY24: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Total Equipment Expense:			

FY24 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY24 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY24 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY24 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12-6-23
PAGE: 1 of 11

SUBJECT: Application for FY24 405D Alcohol and Drug Impaired Driving Enforcement Grant. Requests permission to apply for grant funding for the continuation project of DUI enforcement. The grant is 100% reimbursable, funds 2 DUI officers, and approximately 600 hours in overtime for DUI enforcement.

AMOUNT & SOURCE OF FUNDING: \$129,092.16 FY24 405D grant Mississippi Office of Highway Safety

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** Mark Ballard
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the Starkville Police Department to apply for 100% reimbursable grant funding in the area of Driving Under the Influence Enforcement.

STAFF RECOMMENDATION:

FY24 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)

Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name: City of Starkville Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone: 662-323-4131 E-Mail: cityofstarkville@starkville.ms.gov		2. Date: November 29, 2022										
		3. Beginning and Ending Dates: <u>X</u> Full Grant: (October 1, 2023 - September 30, 2024)										
		4. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method										
		5. UEI # - JD6GFW5BX1L3										
		6. Congressional District- MS03										
7. Program Title:												
8. The following funds will be proposed for FY24 funding:												
A. COST CATEGORY		B. SOURCE OF FUNDS										
(1) Personal Services-Salary	\$129,092.16	(1) Federal	\$129,092.16									
(2) Personal Services-Fringe (State Only)		(2) State										
(3) Contractual Services		(3) Local										
(4) Travel		(4) Other										
(5) Equipment												
(6) Commodities												
TOTAL	\$129,092.16	TOTAL	\$129,092.16									
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application: <table border="0"><tr><td>Project Identification</td><td>Proposed Countermeasures</td><td>Personal Services</td></tr><tr><td>Contractual</td><td>Travel</td><td>Equipment</td></tr><tr><td>Commodities</td><td></td><td></td></tr></table> All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.				Project Identification	Proposed Countermeasures	Personal Services	Contractual	Travel	Equipment	Commodities		
Project Identification	Proposed Countermeasures	Personal Services										
Contractual	Travel	Equipment										
Commodities												
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:		MOHS USE Only:										
Signature _____ Date _____												
Print Name:												
Title:												

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	YES	NO
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X	
Has the agency had at least 3 years' experience with federal grants?	X	
Has the department staff remained unchanged during the 2023 grant year (October 2022 – current)?	X	
Has the agency administration remained unchanged during the 2023 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2022 – current)?	X	
Is the agency accounting system the same as the 2022 grant year (October 2021 – September 2022)?	X	
Has the agency received a federal award directly from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	X	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring “directly” from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)		X
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	N/A	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	City of Starkville
County Name:	Oktibbeha County
Surrounding Counties:	Webster, Clay, Lowndes, Winston, Choctaw, Noxubee
Troop District:	District 5
Number of Officers in Agency:	70
Number of Officers to Work Grant:	69

Number of Square Miles:	25.79
Number of Population:	25,352
Major Roadways in the Area:	Hwy 12, Hwy 25, Hwy 82, Hwy 182, Hwy 389

Problem Identification Summary:

Alcohol Countermeasures (154AL) - Alcohol enforcement projects are strictly for **alcohol only** related activities, programs and projects.

Impaired Driving (405d) - Impaired Driving enforcement projects are strictly for **alcohol and drug** related activities, programs and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high fatality/injury/crash areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary.**

The City of Starkville is host to thousands of visitors for various reasons, including college sporting events, concerts, and festivals. Art and music festivals, such as Bulldog Bash, also bring a large number of visitors to the area. Estimated attendance of MSU/ Starkville's annual Bulldog Bash is over 40,000. The night and social life has given way to more drinking establishments and changes in the social drinking ordinances. Because of this, the nightlife in Starkville has grown and multiplied vastly over the years. In addition to festivals, concerts, and sporting events, Starkville, or "Starkvegas," has become known as a party town. Whether attending an event or relaxing and vacationing in town, the increased number of residents and visitors along with the extended club hours has increased the number of tickets and DUI citations consistently over the past years.

Prior to the full implementation of traffic assisted grants in the City of Starkville as well as the County saw between 5-10 fatalities on a yearly basis. Since, the assistance of the grants utilized by our department, we are seeing these numbers decrease over recent years. Most violators have commented on the fact that they normally stay outside the city limits of Starkville because there is an understanding that if you are caught in the city of Starkville driving impaired that you will be arrested and convicted.

In recent years we have seen a drastic increase with those under the influence of either illegal or prescription narcotics. With this new trend SPD sent two DUI officers to Advanced Roadside Impaired Driving Enforcement training. As well as the department's patrol division being trained in SFST.

This additional knowledge has helped in identifying those driving impaired for either alcohol or narcotics. More times than not we are finding offenders who are both alcohol and narcotic influenced. It is our task to continue to keep the highways and streets safe for every student, visitor and resident.

Proposed Target, Performance Measure and Strategies to be achieved during FY24:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, and citations in service. Alcohol programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. The alcohol program is to work within the state to reduce alcohol related DUI fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol and drug related fatalities on roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, and citations in service. Impaired Driving programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. Grant funds are to reduce alcohol and drug related fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Please use 2020 fatality and injury data.

Target for Enforcement Project-Alcohol Countermeasures (154AL): Please select “reduce or maintain”.

The jurisdiction/agency will maintain the number of alcohol related **fatalities** from ____ in 2020 to ____ by the end of 2024.

The jurisdiction/agency will reduce the number of alcohol related **injuries** from ____ in 2020 to ____ by the end of 2024.

Target for Enforcement Project-Impaired Driving (405d): Please select “reduce or maintain”.

The jurisdiction/agency will maintain the number of alcohol related **fatalities** from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency will reduce the number of drug related **fatalities** from 3 in 2020 to 1 by the end of 2024.

The jurisdiction/agency will maintain the number of alcohol related **injuries** from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency will reduce the number of drug related **injuries** from 9 in 2020 to 5 by the end of 2024.

Performance Measures for Enforcement Project: Continuation Projects should use 2022 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your “grant funded” citations at “0”. If you are requesting 405 D-Impaired Driving Funding, you must include a performance measure for alcohol and a performance measure for impaired (drug). **Please select “increase or maintain”.**

Increase the number of grant funded DUI Arrest citations from 167 in FY22 to 200 in FY24.

** If applying for (405 D) fund: Please include measure listed below**

Increase the number of grant funded DUI Other (drug) citations from 2 in FY22 to 10 in FY24.

Strategies for Project:

- Conduct at least 12 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)
- Conduct at least 1 alcohol presentations during year (If Applicable for 154 Alcohol Funding Grants Only with a Individual Officer)
- Will there be Law Enforcement Instructor training (SFST, ARIDE, DRE) hours/time conducted and/or claimed during grant period? (Individual Officers Only-This is a requirement for instructors to receive reimbursement)

 X Yes No

FY24 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: Chief Mark Ballard	Name of Project Director: Corporal Christopher Jackson
Phone Number: 662-323-4131	Phone Number: 662-769-4425
Email Address: mballard@cityofstarkville.org	Email Address: c.jackson@cityofstarkville.org

Name of Financial Manager: Lesa Hardin	Name of Signatory Official: Lynn Spruill
Phone Number: 662-323-2525	Phone Number: 662-323-2525
Email Address: l.hardin@cityofstarkville.org	Email Address: l.spruill@cityofstarkville.org

FY24 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY24: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY24 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The **Special Traffic Enforcement (STEP) Officer(s)** work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

The **Individual Officer(s)** on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour. (Continuation Projects Only)

Individual Officer Criteria: The MS Office of Highway Safety may provide funding for a currently approved Individual DUI Officer. In order to maintain funding for an individual officer, an agency must be a continuation project and meet 60% of the following criteria:

- At least (1) DUI Fatal in 2020;
- At least (1) DUI Injury in 2020;
- Top 30 Alcohol or Drug Fatality County;
- FY22 Grant Funded Arrests of 52 or higher, per officer;
- Met or Exceeded Performance Measures agreed upon by agency in FY22 Grant Agreement

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total
DUI # 1	100	24.03	36.05	2236	\$53,731.08
DUI # 2	100	24.03	36.05	2236	\$53,731.08
DUI Enforcement Overtime	100		36.05	600	\$21,630

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
Total Fringe:			

FY24 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
Total Contractual Service Expense:		

FY24 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
Total Travel Expense:			

FY24 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY24: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Total Equipment Expense:			

FY24 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY24 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY24 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY24 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: Dec 6, 2022
PAGE: 1 of 1**

SUBJECT:

Request approval to purchase a new 2022 Ford F150 Super Crew Cab V8 Engine truck @ \$47,935.00 from Mac Haik CDJR in Jackson, MS.

AMOUNT & SOURCE OF FUNDING:

001-000-334-126 ---- FORFEITED FUNDS @ \$42,500.00
001-201-630-400 ---- EQUIPMENT line item @ \$ 5,435.00
\$47,935.00 TOTAL

FISCAL NOTE:

Quotes: Mac Haik CDJR in Jackson, - New 2022 - \$ 47,935.00
Barnes Crossing Ford in Tupelo – New 2022 - \$ 55,052.25
Canon Motors of MS in Starkville-New 2022 - \$ 52,389.50

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Sgt. Tyler Davis

AUTHORIZATION HISTORY: Originally planned to purchase used truck, but dealer offered new at same price after used truck was inadvertently sold.

SUGGESTED MOTION:

Move approval to purchase a new 2022 Ford F150 Super Crew Cab V8 Engine 4D truck @ \$47,935.00 from Mac Haik CDJR in Jackson, MS.

KAN-000829 MS

VEHICLE DESCRIPTION



F-150

2022 F-150 4X4 SUPERCREW
145" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO W/TOW M

Go Further
ford.com

NK E56438

EXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE CLOTH 40CONSLE40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- RUNNING LAMPS
 - EASY FILL CAPLESS FILLER
 - FOG LAMPS
 - FULLY BOXED STEEL FRAME
 - HEADLAMPS - AUTO HIGH BEAM
 - HEADLAMPS - AUTOLAMP (ON/OFF)
 - MANUAL FOLD POWER MIRRORS
 - PICKUP BOX TIE DOWN HOOKS
 - POWER FALGATE LOCK
 - REAR PRIVACY GLASS
 - TRAILER SWAY CONTROL

- INTERIOR**
- 1TOUCH UP/DOWN DR/PASS WIN
 - 60/40 FOLD-UP REAR BENCH SEAT
 - DOOR LOCKS - POWER
 - DUAL VISOR VANITY MIRRORS
 - ILLUMINATED ENTRY
 - MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
 - POWERPOINTS - 12V
 - TILT/TELESCOPE STR COLUMN
- FUNCTIONAL**
- AUTO HOLD
 - BLIS W/CROSS-TRAFFIC ALERT
 - DYNAMIC HITCH ASSIST
 - ELECT 4X4 SHIFT-ON-FLY
 - FORDPASS CONNECT™ 4G
 - HOTSPOOT TELEMATICS MODEM
 - GAS-CHARGED SHOCKS
 - LANE-KEEPING SYSTEM
 - POST-COLLISION BRAKING
 - PRE-COLLISION ASSIST W/AEB
 - REVERSE BRAKE ASSIST
 - REVERSE SENSING AND REAR VIEW CAMERA
 - SELECTSHIFT®

- SAFETY/SECURITY**
- ADVANCETRAIC™ WITH RSC®
 - AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - CTR HIGH MOUNT STOP LAMP
 - PERIMETER ALARM
 - SOS POST-CRASH ALERT SYS™
 - TIRE PRESSURE MONIT SYS
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST
 - 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
EQUIPMENT GROUP 302A		BASE PRICE	\$49,625.00
• XLT SERIES		TOTAL OPTIONS/OTHER	12,165.00
• ELECTRONIC AUTO TEMP CONTROL		TOTAL VEHICLE & OPTIONS/OTHER	60,790.00
• AM/FM STEREO		DESTINATION & DELIVERY	1,795.00
• SYNC 4 W/ENHANCED VOICE RECOG		TOTAL BEFORE DISCOUNTS	62,585.00
• LED SIDE-MIRROR SPOTLIGHTS		XLT HIGH CHRM OR SPORT	2,000.00
• REMOTE START SYSTEM		TOTAL SAVINGS	2,000.00

47,935.00 out the door

RAMP ONE	CA15	CONVOY	TOTAL MSRP	S60,585.00
		23-J134 QT 5C		
SPECIAL ORDER				
NH042 N RB 2X 260 000629 06 04 22				

EPA Fuel Economy and Environment

18 MPG
combined city/hwy
16 city
22 highway
5.6 gallons per 100 miles

Annual fuel cost \$1,950

Smog Rating (tailpipe only)
1 3 5 10 Best

fuel economy.gov

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	★★★★★
Driver Passenger	★★★★★
Side Crash	★★★★★
Front seat Rear seat	★★★★★
Rollover	★★★★★

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTFW1E58NKE56438

FORD PROTECT
Insist on Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

QR Code
Smartphone

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, oil, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P66Warnings.ca.gov/passenger-vehicle.



CANNON

MOTORS OF MISSISSIPPI



NOBODY Beats A Cannon Deal... NOBODY!

www.NobodyBeatsACannonDeal.com

December 6, 2022

City of Starkville

Attention: Lisa Harden, CFO and City Clerk

Via email: l.harden@cityofstarkville.org

RE: 2022 Ford F150 Crew Cab 4WD

Ms. Harden, Chris Keene & Courtney Winkler asked me to send this quote to you on a F150 that we have on the ground. This is a V8 that is available for immediate delivery. Please let us know if you have any questions. Thank you.

2022 Ford F150 Crew Cab 4WD

\$52,389.50

Vehicle Identification Number

1FTFW1E54PKD15093

J. Steven Hand

J. Steven Hand

Fleet Sales Director

Cannon Motors of MS

12249 MS Hwy 182

Starkville, MS 39759

662-453-4211 ext. 3415 Office phone

Go Further

ford.com

2023 F-150 4X4 SUPERCREW

145" WHEELBASE

5.0L V8 ENGINE

ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR

OXFORD WHITE

INTERIOR

BLACK SPORT CLOTH40/CON/40

PK

D15093

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE		
EXTERIOR - DAYTIME RUNNING LAMPS - EASY FUEL® CAPLESS FILLER - FULLY BOXED STEEL FRAME - HALOGEN HEADLAMPS - HEADLAMPS - AUTO HIGH BEAM - HEADLAMPS - AUTOLAMP (ON/OFF) - LOCKING REMOVABLE TAILGATE - MANUAL FOLD POWER MIRRORS - PICKUP BOX TIE DOWN HOOKS - POWER TAILGATE LOCK - TRAILER SWAY CONTROL - WIPERS- INTERMITTENT	INTERIOR 4" PRODUCTIVITY SCREEN - CRUISE CONTROL - DOOR LOCKS - POWER - DUAL SUNVISORS - ILLUMINATED ENTRY - MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER - POWERPOINTS - 12V - TILT/TELESCOPE STR COLUMN	FUNCTIONAL - AUTO HOLD - CURVE CONTROL - DYNAMIC HITCH ASSIST - FAIL-SAFE COOLING SYSTEM - FORDPASS CONNECT™ 4G - HOTSPOT TELEMATICS MODEM - HILL START ASSIST - MYKEY® - POST-COLLISION BRAKING - PRE-COLLISION ASSIST W/AEB - REVERSE SENSING AND REAR VIEW CAMERA - SELECTSHIFT® - SYNC®4 W/8" SCREEN
SAFETY/SECURITY - ADVANCETRAC™ WITH RSC® - AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT - AIRBAGS - SAFETY CANOPY® - CTR HIGH MOUNT STOP LAMP - PERIMETER ALARM - SOS POST-CRASH ALERT SYS™ - TIRE PRESSURE MONIT SYS	WARRANTY 3YR/36,000 BUMPER / BUMPER 5YR/60,000 POWERTRAIN 5YR/60,000 ROADSIDE ASSIST 8YR/100,000 HYBRID BATTERY	

INCLUDED ON THIS VEHICLE		(MSRP)	PRICE INFORMATION		(MSRP)
<u>EQUIPMENT GROUP 101A</u>			BASE PRICE	\$45,410.00	
•XL SERIES			TOTAL OPTIONS/OTHER	8,495.00	
<u>OPTIONAL EQUIPMENT/OTHER</u>			TOTAL VEHICLE & OPTIONS/OTHER	53,905.00	
5.0L V8 ENGINE		2,335.00	DESTINATION & DELIVERY	1,795.00	
275/60R20 BSW ALL-TERRAIN		NO CHARGE			
3.31 ELECTRONIC LOCK RR AXLE		NO CHARGE			
7050# GVWR PACKAGE					
FRONT LICENSE PLATE BRACKET		NO CHARGE			
BLACK PLATFORM RUNNING BOARDS		250.00			
STX APPEARANCE PACKAGE		2,585.00			
.SYNC 4 W/ENHANCED VOICE RECOG					
.REAR-WINDOW DEFROSTER					
.SIRIUS XM W/ 360L					
.PRIVACY GLASS W/REAR DEFROSTE					
50 STATE EMISSIONS					
AUTO START-STOP REMOVAL		NO CHARGE			
CLASS IV TRAILER HITCH		- 50.00			
FX4 OFF-ROAD PACKAGE		315.00			
.SKID PLATES		1,095.00			
FOG LAMPS					
20" 6-SPOKE MAGNETIC PKT WHLS		NO CHARGE			
EXTENDED RANGE 36GAL FUEL TANK		1,225.00			
STX SPORT CLOTH 40/CON/40		445.00			
FLEX FUEL VEHICLE		295.00			

RAMP ONE	RAMP TWO	CONVOY	TOTAL MSRP	\$53,605.00
CF15	ITEM #: 23-D601 O/T 2	Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .		
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.			NL182 N RB 2X 325 005410 11 18 22	

EPA DOT

Fuel Economy and Environment

E85

Flexible-Fuel Vehicle

Gasoline-Ethanol (E85)

Fuel Economy

18 MPG

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.

combined city/hwy

16

city

highway

22

gallons per 100 miles

Driving Range

Gasoline: 668 miles

Ethanol (E85): 519 miles

more in fuel costs over 5 years

compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating

(tailpipe only)

4

Annual fuel cost

\$2,450

Smog Rating

(tailpipe only)

5

Best

This vehicle emits 495 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

SAFETY

SAFETY

SAFETY

SAFETY

SAFETY

SAFETY

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal

Driver

★★★★★

Crash

Passenger

★★★★★

Side

Front seat

★★★★★

Crash

Rear seat

★★★★★

Rollover

★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FTFW1E54PKD15093

⚠

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

SCAN QR TEXT 1FPKD15093 TO 48028

12/06/2022

2202211290517

BARNES CROSSING FORD

PURCHASE ORDER

DATE: 12/05/22

DEALER: BARNES CROSSING FORD

ADDRESS: 706 Carter Ave
New Albany, MS 38652

SALESPERSON: JAKE MURRAY

PHONE: (662) 869-0076

PURCHASER CITY OF STARKVILLE
101 LAMPKIN STREET

CO-PURCHASER N/A
STARKVILLE

ADDRESS

SOCIAL N/A BIRTH-DATE N/A

SECURITY # N/A

SOCIAL SECURITY # N/A

BIRTH-DATE N/A

STATE MS

ZIP 39759

HOME PHONE:

BUSINESS PHONE:

COUNTY:

OKTIBBEHA

I/WE HEREBY AGREE TO PURCHASE THE FOLLOWING DESCRIBED MOTOR VEHICLE UNDER THE FOLLOWING TERMS AND CONDITIONS:

☐ NEW	☐ USED	☐ PROGRAM	☐ DEMO	☐ FACTORY EXECUTIVE	SELLING PRICE	61,520.00
STOCK# 1528 YEAR: 2022					SPECIAL BENEFIT PACKAGE/ACCESSORIES	
MAKE: FORD						
MODEL: F-150 COLOR: STONE GRAY METALLIC						N/A
SERIAL # 1FTFW1E54NKF03075						N/A
MILEAGE 8					*DOCUMENTATION FEE	425.00
						N/A
						N/A
					CASH PRICE BEFORE TRADE IN OR DOWN PAYMENT	61,945.00
TRADE-IN YEAR: N/A MAKE: N/A MODEL: N/A COLOR: N/A TRADE ALLOWANCE: N/A						
SERIAL # N/A					BALANCE DUE ON TRADE IN (-)	N/A
MILEAGE N/A					EQUITY	N/A
TO WHOM N/A					CASH	N/A
					DOWN PAYMENT	N/A
WHERE LOCATED N/A					REBATE	N/A
					OTHER	10.00
PAY OFF GOOD UNTIL N/A					OTHER	N/A
IDENT # ON TITLE (IF HELD)					TAX	3,097.25
					TITLE FEE \$10.00	10.00
PERSON QUOTING PAYOFF					BALANCE DUE AFTER TRADE IN OR DOWN PAYMENT	55,052.25

PURCHASER AGREES TO PAY ANY DIFFERENCE (SHORTAGE) BETWEEN THE BALANCE DUE ON TRADE-IN (SHOWN ABOVE) WHICH IS THE PAY-OFF GIVEN TO DEALER BY PURCHASER'S LIEN HOLDER, AND THE AMOUNT OF THE ACTUAL PAY-OFF. PURCHASER ALSO AGREES TO PAY ANY DIFFERENCE (SHORTAGE) IN SALES OR USE TAX IMPOSED OR APPLICABLE TO THE TRANSACTION COVERED BY THIS PURCHASE ORDER AND ANY TAX LIENS ON THE TRADE-IN. ANY OVERAGES WILL BE REFUNDED BY DEALER TO PURCHASER.

1. **DISCLAIMER OF WARRANTIES BY DEALER:** The only express warranties, if any, applying to the motor vehicle are those offered by the manufacturer. DEALER MAKES NO EXPRESS WARRANTIES ON THE MOTOR VEHICLE.

The described motor vehicle is being sold "AS IS" and "WITH ALL FAULTS" and DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR DEALER ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR INCIDENTAL DAMAGES.

THE INFORMATION DISPLAYED ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

2. **ARBITRATION REQUIRED BY THIS AGREEMENT.** The parties agree that instead of litigation in a court, any dispute, controversy, or claim arising out of or relating to the sale of the motor vehicle or to this Purchase Order, including the validity or lack thereof of this contract, or to any other document or agreement between the parties relating to the sale of the motor vehicle, or to any other document or agreement between the parties relating to the motor vehicle, including the parties, retail installment contract, if any, shall be settled by binding arbitration administered by the American Arbitration Association, under its Commercial Arbitration Rules. Such arbitration shall be conducted in Lee County, Mississippi. Each party will pay their own costs, and any filing fee charged by the American Arbitration Association shall be split evenly between parties. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

3. **FINALITY OF AGREEMENT:** Purchaser agrees that this Purchase Order including all of the terms and conditions on both the front and reverse side hereof, and any other documents signed by purchaser on this date (and any retail installment contract as described below) cancels and supersedes any prior agreement and as of this date, the written documents comprise the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. This Purchase Order can be modified only by a writing signed by the parties hereto, or the duly authorized representatives of the parties. Purchaser is not relying upon any opinion, promise, statement or representation made by any sales person or other employee of the Dealer that is not set out in the written agreements. If any provision in these agreements is determined to be unenforceable, the remaining provision shall remain in full force and effect. The validity, construction and enforceability of these agreements shall be governed by the laws of Mississippi, except to the extent that such laws are superseded by federal law.

*A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW, HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

THIS PURCHASE ORDER IS FINAL WITH REGARD TO PRICE and shall not be affected by any marketing programs, including but not limited to coupons, special incentives, rebates or special financing programs.

THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY DEALER'S AUTHORIZED REPRESENTATIVE. IF ACCEPTED, DEALER SHALL NOT BE OBLIGATED TO SELL THE MOTOR VEHICLE UNTIL COMMITMENT IS OBTAINED FROM A BANK OR FINANCE COMPANY TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON THE TERMS SHOWN ABOVE AS THE BALANCE DUE AFTER TRADE-IN OR DOWN PAYMENT. If accepted by Dealer, Dealer does not agree to extend credit to Purchaser and this Purchase Order shall not be construed as an agreement to extend such credit. However, Dealer reserves the right, at its sole option and discretion, to extend credit.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED BY REFERENCE, WHICH MEANS THAT THEY ARE PART OF THIS CONTRACT JUST AS IF THEY WERE PRINTED HERE. PURCHASER ACKNOWLEDGES RECEIPT OF A TRUE AND COMPLETED COPY OF THIS PURCHASE ORDER AND AUTHORIZES INVESTIGATION OF PURCHASER'S CREDIT AND EMPLOYMENT HISTORY AND THE RELEASE OF INFORMATION CONCERNING SUCH CREDIT AND EMPLOYMENT HISTORY.

WITNESS THE SIGNATURE OF THE PURCHASER this 5 day of 12, 2022.

Purchaser

Co-Purchaser

N/A

Accepted by Dealer:

[Signature]



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 12-6-2022
PAGE: 1 of 1**

SUBJECT:

Request approval for Tri-Starr Muffler and Brake to replace transmission in a 2017 Ford Explorer VIN#7165 at the lowest estimate of \$5,288.00

AMOUNT & SOURCE OF FUNDING:

<u>LINE ITEM</u>	Vehicle Repairs and Maintenance----- \$5,288.00
	001-201-630-360

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Sgt. Tyler Davis

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Move approval Tri-Starr Muffler and Brake to replace transmission in a 2017 Ford Explorer VIN#7165 at the lowest estimate of \$5,288.00

Tri Starr Muffler and Brake
 105 Avenue of Patriots
 Starkville, MS 39759

Estimate

Date	Estimate #
11/30/2022	301041

Name / Address
Starkville Police Dept. 101 Lampkin St. Starkville Ms. 39759

			Project
Description	Qty	Cost	Total
2017 Ford Explorer Vin #1FM5K8ARX38G07185 p.mademo@cityofstarkville.org		0.00	0.00
transmission		3,753.00	3,753.00
fluid		125.00	125.00
shop supplies		30.00	30.00
reprogram transmission		225.00	225.00
labor		1,155.00	1,155.00
		Subtotal	\$5,288.00
		Sales Tax (7.0%)	\$0.00
		Total	\$5,288.00

(662) 323-1900



LINCOLN

VIN: 1Fm5K8ARxHG C07145

Parker madeen

SHEET NO. _____ OF _____ SHEETS

NAME Starkville Pdl

ADDRESS

PHONE

DATE _____

YEAR	MAKE	MODEL
2017	Ford	Expl-PI

SPEEDOMETER

LICENSE NO.

RELEASE

STRALE IN
GATEWAY PLACE

DETAILS OF REPAIRS AND REPLACEMENTS

RENSH
THE

U3OE
FOCUS

PLATE LIST

SUBLET A
NET ITEM

• Trans mission

17.0

Trans coater lines

5

Trans center

3.0

2. 2523.68

10. 4648.85

5/9 50.00

7222.53

3 yr/unlimited miles warranty

TOTAL

JRED PAYS \$ _____ INS. CO. PAYS \$ _____

The above is an estimate, based on our inspection, and does not cover additional parts or labor, which may be required after the work has been tied up. Occasionally, after work has started, worn, broken or damaged are discovered which are not evident on first inspection. Quotations for parts and labor are current and subject to change.

THIS IS NOT AN ORDER TO REPAIR

Labor _____ Hrs. at _____ \$ _____

Refinish Time _____ Hrs. at _____ \$_____

Parts \$ _____ Less % _____ \$ _____

Sublet and Net Items

Total \$ _____ \$ _____

**STARKVILLE POLICE DEPARTMENT
101 LAMPKIN ST
STARKVILLE, MS 39759**

PURCHASE ORDER

Date	P.O. No.
11/14/2022	M-18572

Expense Account	001-201-630-360
-----------------	-----------------

Vendor
TRI-STARR MUFFLER BRAKES & LUBE 105 AVENUE OF PATRIOTS STARKVILLE, MS 39759

Ship To
CITY OF STARKVILLE STARKVILLE POLICE DEPARTMENT 101 LAMPKIN ST STARKVILLE, MS 39759

ORDERED	RECEIVED	DESCRIPTION	UNIT PRICE	EXTENDED
		SHOP REPAIRS & MAINTENANCE: 2017 FORD EXPLORER / VIN#7165 TRANSMISSION ESTIMATE	5,288.00	5,288.00
			Total	\$5,288.00

F.O.B. STARKVILLE

NOTE: Upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the Claim Docket and payment allowed at the routinely scheduled docket meeting of the Mayor and Board of Aldermen, as prescribed by State Law.

**POLICE DEPARTMENT
CITY OF STARKVILLE**

BY Mark Ballard ...



CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPARTMENT: SES
AGENDA DATE: December 06, 2022
PAGE: 1 of 1

SUBJECT: Request approval to declare thirty dumpsters as surplus property, advertise for sale, and sell to the highest bidder or sell directly to the scrap dealer.

AMOUNT & SOURCE OF FUNDING: NA

REQUESTING
DEPARTMENT: Sanitation & Environmental
Services

DIRECTOR'S
AUTHORIZATION: Chris Smiley
Director of SES

FOR MORE INFORMATION CONTACT: Chris Smiley, 662-323-2652

STAFF RECOMMENDATION:

The following dumpsters are no longer useful for various reasons. It is recommended that the City of Starkville advertise these dumpsters for sale to recover whatever cash value remain.

SUGGESTED MOTION:



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPTS: UTILITIES & SANITATION
AGENDA DATE: 12-06-22
PAGE: 1 of 1**

SUBJECT: Consideration of the transfer of a tamp plate valued at \$4,998.00 from the Water Department Inventory to the Street Inventory.

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Utilities & Street

**DIRECTORS'
AUTHORIZATION:** Edward Kemp & Cody Burnett

AUTHORIZATION HISTORY: Utilities would like to donate this piece of equipment that the Street Dept needs in order to do asphalt repairs originating from water dept repairs in the roadway.



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Request consideration of updating the water and sewer rates for Starkville Utilities effective January 1, 2023.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

Mississippi State University Extension Service will be presenting their findings of the water and sewer rate study at the work session on December 2. This evaluation will discuss

The Utilities Department will outline the challenges faced from increased production, operation, and maintenance costs due to inflation and other pressures and present the proposed capital project improvement list for 2023 & 2024.

Water rates have not been evaluated and adjusted in over two years.

In addition to evaluating the base and variable rates for water and sewer, it is proposed to add a "flat rate" for sewer only customers. SUD will outline the need and methodology for a sewer flat rate. This would only apply to customers where we do not currently or are not anticipated to have access to water meter readings in the future. These areas generally are Deerfield subdivision and Rockhill. These customers are served water by Talking Warrior and Rockhill water associations respectively.

SUGGESTED MOTION:

Move approval of the updated Rate Structure for Starkville Utilities effective January 1, 2023.



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Request authorization to advertise for Request for Qualifications (RFQ) for an engineering firm to provide services for the Wastewater Treatment Plant Comprehensive Evaluation.

AMOUNT & SOURCE OF FUNDING: 2023/24 Capital Improvement Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

As part of the proposed Capital Improvement Plan for the Water and Sewer divisions of the Utilities Department, it is recommended to perform an analysis of the existing wastewater treatment plant. The goal will be to:

- Evaluate the entire treatment process and make recommendations for the short term and long-term improvements
- Prioritize improvements and provide cost estimates for each phase
- Evaluate risk of existing treatment processes and explore possible improvements that can be implemented due to new technologies or other features.
- Evaluate the existing capacity of the system and make recommendations that will ensure treatment for the next 10-15 years within proper permitting limits.

This exercise has not been performed for some time, and it is a good time to re-evaluate and provide a prioritized, systematic plan for the future. These improvements will guide investments in the future capital improvement budgets.

SUGGESTED MOTION:

Move approval to advertise for Request for Qualifications (RFQ) for an engineering firm to provide services for the Wastewater Treatment Plant Comprehensive Evaluation.



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Request authorization to advertise for Request for Qualifications (RFQ) for an engineering firm to provide services for the Water System and Treatment Comprehensive Evaluation.

AMOUNT & SOURCE OF FUNDING: 2023 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

As part of the proposed Capital Improvement Plan for the Water and Sewer divisions of the Utilities Department, it is recommended to perform an analysis of the existing water treatment facilities and processes. The goal will be to:

- Evaluate the entire treatment process and make recommendations for the short term and long-term improvements
- Prioritize improvements and provide cost estimates for each phase
- Evaluate risk of existing treatment processes and explore possible improvements that can be implemented due to new technologies or other features.
- Evaluate the existing capacity of the system and make recommendations that will ensure supply and production for the next 10-15 years within proper permitting limits.
-

This exercise has not been performed for some time, and it is a good time to re-evaluate and provide a prioritized, systematic plan for the future. For example, our current system is currently at 78% capacity and we will need to add an additional well for production in the very near term. This well study and recommendations on locations will be included in this plan.

These improvements will guide investments in the future capital improvement budgets.

SUGGESTED MOTION:

Move approval to advertise for Request for Qualifications (RFQ) for an engineering firm to provide services for the Water System and Treatment Comprehensive Evaluation.



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Request authorization to advertise for Requests for Qualifications (RFQ) for Community Development Block Grant (CDBG) for the Henderson Road/ Sand Road sewer project.

AMOUNT & SOURCE OF FUNDING: 2023 Budget/ CDBG Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

As soon as the Babylon Road sewer project is completed, it is recommended to pursue another CDBG funded project in the hopes of continuing to provide sewer services to annexed areas. It has been in the Utilities prioritized plan to pursue CDBG funding for the Henderson/ Sand Roads area next followed by the area in the Pat Station/ Old West Point Road area recently annexed.

In order to start the application process, an engineering professional is needed to be retained. The CDBG grant application process outlines the requirements for professional services and this will be the first step in this process.

Phyllis Benson with GTPDD has been providing guidance and assistance as we start a new grant application.

SUGGESTED MOTION:

Move approval to advertise for Requests for Qualifications (RFQ) for Community Development Block Grant (CDBG) for the Henderson Road/ Sand Road sewer project.



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Request authorization to declare the Utilities Department copy machine (SN JPCCD300LR) as surplus.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This copy machine has been stored at the Main office at Utilities for some time. It was initially removed from service as it does not copy properly; A decision was made to lease a new copier to replace it. In an effort to clean up and eliminate unused items, it is recommended to declare this surplus. If it is marketable, it will be sold on Govdeals. If not marketable, it will be disposed of.

SUGGESTED MOTION:

Move approval to declare the Utilities Department copy machine (SN JPCCD300LR) as surplus.



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Accept emergency authorization consistent with Presidential Determination No. 2022-19 from TransArmour to rebuild five transformers in the amount of \$13,750.00.

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 rebuild five transformers.
Attached is a copy of the Presidential declaration approved by the Board of Aldermen.

SUGGESTED MOTION:

Move approval to accept emergency authorization consistent with Presidential Determination No. 2022-19, from TransArmour to rebuild five transformers in the amount of \$13,750.00.

**TransArmour Inc**

PO Box 81
Brandon, MS 39043

Invoice

Date	Invoice #
11/9/2022	3090

Bill To
Starkville Utilities 605 Dr. MLK Jr Dr. East Starkville, MS 39759

Ship To
Starkville Utilities 605 Dr. MLK Jr Dr. East Starkville, MS 39759

Sales Order#	Rep	Customer PO#	Terms	Ship Date	Ship Via	Tracking#	
3090		10802	Net 30	11/2/2022			
Ordered	Item	Description	B/O	Shipped	U/M	Rate	Amount
5	1PL507200...	50 KVA 2BC 12470Y/7200 120/240 Pole Mounted S/N:082422217,082422214,082422219,082422216,082422213	0	5	ea	2,750.00	13,750.00

Subtotal	\$13,750.00
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Sales Tax (0.0%)	\$0.00
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Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$13,750.00
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August 19, 2022

Sent by Email

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

Re: Pole Mount & Pad Mount Transformer Shortages

Edward,

As you are aware, the electric utility industry is facing unprecedented multi-year nationwide supply chain issues with a wide variety of electric distribution equipment, most significantly distribution pole- and pad-mounted transformers. Nationally, these shortages have electric utility companies worried they don't have enough transformers should a natural disaster occur. These shortages are also having a very detrimental impact on the construction and building industry. I have attached an emergency declaration by the Secretary of Energy invoking the Defense Production Act which details the criticality of these transformers.

Recently quoted transformers lead times are 18-24 months, with no guarantee of meeting quoted price or delivery. Lead times are continually increasing. While Starkville Utilities has adequate transformers at present, because of the extended delivery times and risk of delays, Starkville Utilities is very much at risk of running out of transformers in the next 24 months accounting for normal usage. Should any natural disaster occur, transformer inventories could be rapidly depleted.

In order to mitigate these risks and ensure public health and welfare, I recommend that Starkville Utilities request Board permission for ongoing emergency purchases of pole mounted and pad mounted transformers, whether new, used, or remanufactured, using any and all means available. Because the transformer market is overwhelmed, Starkville Utilities' procurement team needs the flexibility to purchase transformers whenever and however they may come available. Delays incident to obtaining competitive bids could cause adverse impact upon the City of Starkville and its citizens. Any emergency purchases could be formally approved at the next Board meeting subsequent to purchase of transformers.

Please feel free to contact me if you have any questions or we need to discuss.

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

Jeffrey Atwell, P.E.
President

Enclosures

cc: P/N 101E6012



June 6, 2022

Presidential Determination
No. 2022-19

MEMORANDUM FOR THE SECRETARY OF ENERGY

SUBJECT: Presidential Determination Pursuant to
Section 303 of the Defense Production Act
of 1950, as amended, on Transformers and
Electric Power Grid Components

Ensuring a robust, resilient, and sustainable domestic industrial base to meet the requirements of the clean energy economy is essential to our national security, a resilient energy sector, and the preservation of domestic critical infrastructure. Therefore, by the authority vested in me as President by the Constitution and the laws of the United States of America, including section 303 of the Defense Production Act of 1950, as amended (the "Act") (50 U.S.C. 4533), I hereby determine, pursuant to section 303(a)(5) of the Act, that:

(1) transformers and electric power grid components are industrial resources, materials, or critical technology items essential to the national defense;

(2) without Presidential action under section 303 of the Act, United States industry cannot reasonably be expected to provide the capability for the needed industrial resource, material, or critical technology item in a timely manner; and

(3) purchases, purchase commitments, or other action pursuant to section 303 of the Act are the most cost effective, expedient, and practical alternative method for meeting the need.

Pursuant to section 303(a)(7)(B) of the Act, I find that action to expand the domestic production capability for transformers and electric power grid components is necessary to avert an industrial resource or critical technology item shortfall that would severely impair national defense capability. Therefore, I waive the requirements of section 303(a)(1)-(a)(6) of the Act

for the purpose of expanding the domestic production capability for transformers and electric power grid components.

You are authorized and directed to publish this determination in the *Federal Register*.

[FR Doc. 2022-12587 Filed: 6/8/2022 8:45 am; Publication Date: 6/9/2022]



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Accept emergency authorization consistent with Presidential Determination No. 2022-19, from TransArmour to rebuild one transformer in the amount of \$10,700.

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 rebuild one transformer.
Attached is a copy of the Presidential declaration approved by the Board of Aldermen.

SUGGESTED MOTION:

Move approval to accept emergency authorization consistent with Presidential Determination No. 2022-19, from TransArmour to rebuild one transformer in the amount of \$10,700.

**TransArmour Inc**

PO Box 81
Brandon, MS 39043

Invoice

Date	Invoice #
11/9/2022	3100

Bill To
Starkville Utilities 605 Dr. MLK Jr Dr. East Starkville, MS 39759 <i>REBUILDS</i>

Ship To
Starkville Utilities 605 Dr. MLK Jr Dr. East Starkville, MS 39759

Sales Order#	Rep	Customer PO#	Terms	Ship Date	Ship Via	Tracking#	
3100		Jason Horner		Net 30	11/9/2022		
Ordered	Item	Description	B/O	Shipped	U/M	Rate	Amount
1	Service	75.0 KVA (7200/12470Y - 120/240) FWA 60AJ5930 1416 +/-5% None	0	1	ea	5,200.00	5,200.00
1	Service	100.0 KVA (12470GrdY/7200 - 120/240) AC 7350-6173262 2218 +/-5% Porcelain	0	1	ea	5,500.00	5,500.00
						</	

Subtotal	\$10,700.00
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Sales Tax (0.0%)	\$0.00
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Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$10,700.00
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August 19, 2022

Sent by Email

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

Re: Pole Mount & Pad Mount Transformer Shortages

Edward,

As you are aware, the electric utility industry is facing unprecedented multi-year nationwide supply chain issues with a wide variety of electric distribution equipment, most significantly distribution pole- and pad-mounted transformers. Nationally, these shortages have electric utility companies worried they don't have enough transformers should a natural disaster occur. These shortages are also having a very detrimental impact on the construction and building industry. I have attached an emergency declaration by the Secretary of Energy invoking the Defense Production Act which details the criticality of these transformers.

Recently quoted transformers lead times are 18-24 months, with no guarantee of meeting quoted price or delivery. Lead times are continually increasing. While Starkville Utilities has adequate transformers at present, because of the extended delivery times and risk of delays, Starkville Utilities is very much at risk of running out of transformers in the next 24 months accounting for normal usage. Should any natural disaster occur, transformer inventories could be rapidly depleted.

In order to mitigate these risks and ensure public health and welfare, I recommend that Starkville Utilities request Board permission for ongoing emergency purchases of pole mounted and pad mounted transformers, whether new, used, or remanufactured, using any and all means available. Because the transformer market is overwhelmed, Starkville Utilities' procurement team needs the flexibility to purchase transformers whenever and however they may come available. Delays incident to obtaining competitive bids could cause adverse impact upon the City of Starkville and its citizens. Any emergency purchases could be formally approved at the next Board meeting subsequent to purchase of transformers.

Please feel free to contact me if you have any questions or we need to discuss.

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

Jeffrey Atwell, P.E.
President

Enclosures

cc: P/N 101E6012



June 6, 2022

Presidential Determination
No. 2022-19

MEMORANDUM FOR THE SECRETARY OF ENERGY

SUBJECT: Presidential Determination Pursuant to
Section 303 of the Defense Production Act
of 1950, as amended, on Transformers and
Electric Power Grid Components

Ensuring a robust, resilient, and sustainable domestic industrial base to meet the requirements of the clean energy economy is essential to our national security, a resilient energy sector, and the preservation of domestic critical infrastructure. Therefore, by the authority vested in me as President by the Constitution and the laws of the United States of America, including section 303 of the Defense Production Act of 1950, as amended (the "Act") (50 U.S.C. 4533), I hereby determine, pursuant to section 303(a)(5) of the Act, that:

(1) transformers and electric power grid components are industrial resources, materials, or critical technology items essential to the national defense;

(2) without Presidential action under section 303 of the Act, United States industry cannot reasonably be expected to provide the capability for the needed industrial resource, material, or critical technology item in a timely manner; and

(3) purchases, purchase commitments, or other action pursuant to section 303 of the Act are the most cost effective, expedient, and practical alternative method for meeting the need.

Pursuant to section 303(a)(7)(B) of the Act, I find that action to expand the domestic production capability for transformers and electric power grid components is necessary to avert an industrial resource or critical technology item shortfall that would severely impair national defense capability. Therefore, I waive the requirements of section 303(a)(1)-(a)(6) of the Act

for the purpose of expanding the domestic production capability for transformers and electric power grid components.

You are authorized and directed to publish this determination in the *Federal Register*.

[FR Doc. 2022-12587 Filed: 6/8/2022 8:45 am; Publication Date: 6/9/2022]



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Request authorization to approve Traunche Amendment #2 as a supplement to the Green Invest Agreement, Contract No. TV-48326A with TVA.

AMOUNT & SOURCE OF FUNDING: 2023 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

SUGGESTED MOTION:

Starkville Utilities originally entered into the Green Invest Agreement to purchase Renewable Energy Credits (RECs) as part of the Golden Triangle 1 Solar project. The original commitment was 30 MW at \$1.25 for 20 years. Since that time, the solar developer has updated the price of the RECs and they are nearly 3x the original price and are now at \$3.23.

It is recommended to revise the commitment of RECs for this project to 6.3 MW. This is a great project and Starkville has received many accolades and acknowledgements for their investment into the project. The new tranche agreement allocation will also provide opportunities to exercise the flexibility option of the long-term agreement with TVA at this project, which is located right in our backyard.

Josh Wooten with TVA will be present at the December 6 board meeting to give a brief overview of the Green Invest project.

TRANCHE AMENDMENT # 2

TV-48326A, Supp. No. ____

This Green Invest Agreement Tranche Amendment (“**Amendment**”) is between the CITY OF STARKVILLE, MISSISSIPPI (“**Distributor**”), and TENNESSEE VALLEY AUTHORITY (“**TVA**”), and is subject to the provisions of the Green Invest Agreement, Contract No. TV-48326A, Supp. No. 95, as amended (“**Agreement**”). This Amendment is effective as set out in Conditions Precedent below.

Applicable Renewable Energy Facility	Distributor will purchase from TVA the <u>Product</u> derived from new renewable generation on an as-generated basis contingent on the availability of the new renewable generation resource at MS Solar 5 Solar Project, accounting for 3.15% of that facility’s total renewable generation, being obtained by TVA under a power purchase agreement, Contract Number 5921777 (“PPA”). Contract Output (MWac): 200 MW (of which 3.15% is 6.3 MWac) Coordinate Location: Latitude: 33.458 and Longitude: -88.628 Expected Delivery Point: TVA’s 161-kV Artesia Substation or alternative point as determined through the interconnection process Expected Initial Delivery Date: June 30, 2024 Delivery Period (years): 20
Term	The term of this Amendment runs through the expiration of the term of the PPA or the earlier termination thereof.
Product Price	The <u>Product</u> price for generation from the applicable <u>Renewable Energy Facility</u> is \$3.23 per REC.
Additional Incentives Benefit	On August 16, 2022 the Inflation Reduction Act of 2022 (the “IRA”) was signed into law. In the event of a per/MWh price reduction under the PPA due to a provision requiring the PPA seller to share IRA benefits with TVA, the <u>Product</u> price will be reduced as follows: $PR = PPAPR \times 50\%$ Where: PR = <u>Product</u> price reduction (rounded to the nearest cent). PPAPR = reduction in the Contract Price, as set forth in an amendment to the PPA that documents the sharing of IRA benefits. If the IRA benefits sharing received by TVA under the PPA is in the form of a lump sum payment and not a reduction in the Contract Price, TVA will promptly pay to Distributor 50% of such lump sum payment.
Renewable Energy Facility Underperformance	TVA will pay Distributor 10.15% of its proportionate share of the total damages owed and received by TVA from the PPA, specifically Section 3.3, “Failure to Meet the Expected Initial Delivery Date,” and Article 8, “Supply Guarantee; Disconnection or Curtailment;” provided that, pursuant to Section 5.4 of the Agreement, Distributor shall have the right to receive replacement RECs in the event they are received by TVA under the PPA. In the event of early termination pursuant to Article 9, “Early Termination; Remedies” under the PPA, the percentage and allocation of damages paid to Distributor will be as set out in Section 5.4 of the Agreement.

Early Termination	Section 7.2 of the Agreement will establish the early termination amount.
Conditions Precedent	This Amendment will become effective on the date TVA grants the Notice to Proceed of the underlying <u>Renewable Energy Facility</u> of the PPA; in the event that the PPA is not executed within 30 days of the execution of this Amendment, this Amendment will not become effective.
Transparency of Distributor Renewable Commitments	By signing this Amendment, Distributor represents and warrants that the costs and benefits associated with this Amendment were discussed at a public meeting open to Distributor's electric system ratepayers and that such ratepayers were provided with a Distributor contact to address any inquiries regarding the effects of this arrangement.
General Terms and Conditions	<u>Ratification of the Agreement</u>. The Agreement as amended by this Amendment, is ratified and confirmed as the continuing obligation of the parties. <u>Defined Terms</u>. Capitalized and underlined terms not otherwise defined in this Amendment have the same meaning as in the Agreement. <u>Conflicts</u>. In the event of any conflict between this Amendment and the Agreement, this Amendment controls. <u>Assignment</u>. This Amendment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Amendment, in whole or in part, without the other party's prior written consent. <u>Amendment</u>. This Amendment may be amended only by a written agreement signed by both parties. <u>Counterparts</u>. This Amendment may be executed in multiple counterparts, each of which will be considered an original and all of which together will be considered to be but one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.
Performance Assurance	<u>Performance Assurance</u> . This Amendment will be bound and governed by Section 6 of the Agreement.
Previous Agreement:	Contract No. TV48326A, Supp. No. 96 is terminated and replaced by this Amendment.

By signing below, the parties agree to be bound by the terms and conditions contained in this Amendment and the Agreement.

City of Starkville, Mississippi	
Signature:	Title:
Printed Name:	Date:

Tennessee Valley Authority	
Signature:	Title:
Printed Name:	Date:



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Request emergency authorization to approve cost for a sewer repair on Cole Street from Michael Box Construction in the amount of \$5,598.00.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

Starkville Utilities has been aware of on-going issues on Cole Street and has been working on a work plan to get quotes from contractors. On Monday, November 21, 2022 a sewer line failed causing back up into residence on Cole Street. The source of supply contractor was already obligated for several days with a current ongoing project. Utility staff reached out Michael Box construction who has performed many utilities related repairs in the past and was readily available and able to fix the problem in an expedited manner.

Attached is the final invoice/estimate for work performed. Since this exceeds 5,000.00 board approval is needed to approve labor cost.

SUGGESTED MOTION:

Move approval to authorize cost for a sewer repair on Cole Street from Michael Box Construction in the amount of \$5,598.00.

INVOICE

Box Construction

875 E. Sherwood Rd
Mathiston MS
39752

INVOICE # 33
DATE: NOVEMBER 30, 2022

125 Cole Street 8" sewer line repair
Clearing for right away

TO Starkville Utilities

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Mobilization medium project		\$700.00
3 hours	Mini excavator	\$150.00 per hour	\$450.00
3 hour	15 yd dump truck	\$75.00 per hour	\$225.00
1 load	Hauled load of trash and debris	\$75.00 per load	\$75.00
3 hours	Skilled craftsmen	\$40.00 per hour	\$120.00
3 hours	Laborer	\$35.00 per hour	\$105.00
3 hours	Laborer	\$35.00 per hour	\$105.00
3 hours	Laborer	\$35.00 per hour	\$105.00
	Op Box, Laborer Ellis, Grant and Chad		
2	Tied into existing manhole	\$400.00 each	\$800.00
130 feet	Pipe demo and disposal 0-24" and 0-6' cut	\$6.00 per ft	\$780.00
130 feet	8" sewer 0-6' cut 0-300'	\$9.50 per ft	\$1,235.00
2	Sewer taps	\$275.00 each	\$550.00
87 sy	Broadcast seed and straw mulch	\$4.00 per sy	\$348.00
SUBTOTAL			
SALES TAX			
TOTAL			\$5,598.00

Please make Checks payable to Michael Box Construction



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

AGENDA ITEM NO:
AGENDA DATE: December 6, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest bid from _____ contractor for the construction of Main Street Water and Sewer Replacement in the amount of \$ _____.

AMOUNT & SOURCE OF FUNDING: 2023 Capital Budget

FISCAL NOTE:

AUTHORIZATION HISTORY: Board approved to advertise for bids on _____

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward Kemp 323-3133

Bids are planned to be opened on December 6, 2023. As soon as they are opened, the Engineering team will evaluate the bids, prepare a bid tabulation and make a recommendation for the Board. This information will be provided to each Board member at the table for the Board meeting.

SUGGESTED MOTION:

Move approval to accept the lowest bid from _____ contractor for the construction of Main Street Water and Sewer Replacement in the amount of \$ _____.