



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
February 7, 2023**

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
Berk Huskison

**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, FEBRUARY 7, 2023
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 JANUARY 13, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING *SECTION 14- UTILITIES* OF THE MUNICIPAL CODE.

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 327 LAFAYETTE ST. STARKVILLE, MS 39759 WITH THE PARCEL NUMBER 102A-00-107.00 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 111 ROOSEVELT TAYLOR SR. ST. STARKVILLE, MS 39759 PREVIOUSLY KNOWN AS 111 BEATTIE ST. STARKVILLE, MS 39759 WITH THE PARCEL NUMBER 118O-00-251.00 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 ASKING TAX ASSESSOR, ALLEN MORGAN, TO ASSESS AND TAX THE PROPERTY LOCATED AT 755 CAMBRIDGE DRIVE IN THE PROPORTION OF ONLY THE PERCENTAGE THAT IS INSIDE THE CITY LIMITS INSTEAD OF THE ENTIRETY OF THE PROPERTY.

B. CONSIDERATION OF A RESOLUTION IN SUPPORT OF THE CITY OF GREENWOOD RAISE GRANT ENGINEERING STUDY ON THE FEASIBILITY OF CONVERTING THE C&G RAIL LINE TO A TRAIL.

C. CONSIDERATION OF A RESOLUTION RECOGNIZING AND HONORING THE EXCELLENCE OF STARKVILLE HIGH SCHOOL FOOTBALL STARS, WILLIE GAY OF THE KANSAS CITY CHIEFS AND A. J. BROWN OF THE PHILADELPHIA EAGLES ON THEIR SIMULTANEOUS SUPERBOWL LVII APPEARANCES.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STARKVILLE AND KYLE KNIGHT FOR USE OF THE AGRICULTURAL LAND INSIDE THE FENCED AREA FOR ONE YEAR AT GEORGE M. BRYAN FIELD.

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 ACCEPTING THE LOWER QUOTE OF \$6,702.50 FROM G&C SUPPLY CO., INC. FOR MATERIALS NEEDED TO REPLACE SIGNAGE ALONG HIGHWAY 182.

2. ACCEPTANCE OF THE CITY OF STARKVILLE - MISSISSIPPI STATE UNIVERSITY ACTION PLAN FY22 SAFE STREETS AND ROADS FOR ALL ACTION PLAN GRANT (SS4A) IN THE AMOUNT OF \$192,000 WITH A 20%, WHICH MAY INCLUDE IN KIND SERVICES, AND AUTHORIZATION TO ADVERTISE FOR RELATED CONSULTANT SERVICES.

3. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY TO COMPLETE THE SPRING STREET AND MS HWY 12 PEDESTRIAN IMPROVEMENTS PROJECT AS PART OF THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 31, 2023 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. CONSIDERATION OF ADDENDUM TO MUNICIPAL ADVISOR AGREEMENT WITH STEPHENS, INC. TO ALLOW STEPHENS, INC TO ADVISE IN THE INVESTMENT OF THE CITY'S FUNDS IN ACCORDANCE WITH THE CITY INVESTMENT POLICY.
3. CONSIDERATION OF CUSTODY AGREEMENT WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION TO ALLOW CITY TO ESTABLISH A CUSTODIAN ACCOUNT WITH U.S. BANK TRUST COMPANY THAT WILL ALLOW CITY TO INVEST FUNDS AS DESCRIBED IN THE INVESTMENT POLICY.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE DAVID CARRAWAY AS A MANAGER OF ACCOUNTING & FINANCE IN THE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE CURTIS ANDERSON AS A SANITATION WORKER.
3. REQUEST AUTHORIZATION TO HIRE COURTLIN JONES AS A DEPUTY COURT CLERK.
4. REQUEST APPROVAL OF THE PROMOTION OF EDWIN SUGGS TO THE RANK OF LIEUTENANT IN THE STARKVILLE FIRE DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE DALTON AVENT, CALEB LOFTIS, TYLER TANN AND DUNCAN WILLIAMS AS ENTRY LEVEL FIREFIGHTERS AND GERON GILL, AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE LOVELY FAIRLEY AS AN ENGINEERING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

7. REQUEST AUTHORIZATION TO HIRE KE'SHAWN ADAMS AND KYLE EAVES AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF A LEASE WITH DELL FINANCIAL SERVICES FOR STATE CONTRACT EQUIPMENT FOR THE CITY HALL DATACENTER AT A TOTAL PRICE OF \$134,590.00 TO BE LEASED AT \$31,086.00 PER YEAR FOR FIVE YEARS.

I. PARKS

1. CONSIDERATION TO ACCEPT THE LOWEST QUOTES FOR AUTOMATED EXTERNAL DEFIBRILLATORS AND THE NEEDED INSTALLATION EQUIPMENT TO BE PLACED AT BOTH THE STARKVILLE SPORTSPLEX AND CORNERSTONE SPORTS COMPLEX NOT TO EXCEED THE AMOUNT OF \$14,000.00 FROM AEDSUPERSTORE.

2. CONSIDERATION TO APPROVE CONSTRUCTION OF THE POOL ROOF BY PAUL DAVIS WITH THE LOWEST QUOTE IN THE AMOUNT OF \$22,383.29.

J. POLICE DEPARTMENT

1. POLICE

a. REQUEST APPROVAL FOR TRI-STARR MUFFLER AND BRAKE TO REPLACE THE TRANSMISSION IN A 2015 FORD EXPLORER VIN#4279 AT THE LOWEST QUOTE OF \$5,288.00.

2. CODE ENFORCEMENT

a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 725 S. JACKSON ST. STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102H-00-151.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 202 MCKINLEY ST. STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-026.00 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 STRUCTURES LOCATED AT 203 MCKINLEY ST STARKVILLE, MS 39759 WITH THE PARCEL NUMBER 102B-00-037.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- d. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 212 W GILLESPIE ST. STARKVILLE, MS 39759 WITH THE PARCEL NUMBER 102B-00-319.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

- 1. CONSIDERATION OF A LOAN FROM GENERAL CITY FUNDS TO SANITATION FUND IN THE AMOUNT OF \$189,750.00 AT 2.5% INTEREST WITH QUARTERLY PAYMENTS OVER 3 YEARS FOR THE PURCHASE OF A 2022 KNUCKLEBOOM LOADER WHICH WAS ORDERED FEBRUARY 15, 2022.

L. UTILITIES DEPARTMENT

- 1. REQUEST AUTHORIZATION TO APPROVE MEMORANDUM OF AGREEMENT NO.23-00067 BETWEEN MDEQ AND STARKVILLE UTILITIES FOR TWO CHARGE POINT DC FAST-CHARGING STATIONS. TVA HAS PREVIOUSLY CONTRACTED TO PAY 80% OF THE FUNDS FOR INSTALLATION. OF THE OTHER FUNDS NOT COVERED BY THE TVA CONTRACT, MDEQ AGREES TO PAY UP TO 70% OF THE INSTALLATION OF THE STATIONS, NOT TO EXCEED \$48,060.00, WITH STARKVILLE UTILITIES TO PAY THE REMAINING COSTS OF THE PROJECT.
- 2. REQUEST AUTHORIZATION TO PURCHASE PIPE MATERIAL FROM CENTRAL PIPE SUPPLY, INC IN THE AMOUNT OF \$17,851.26 FOR SANTA ANITA DRIVE WATER REPLACEMENT.

3. REQUEST AUTHORIZATION TO PURCHASE F350 REGULAR CAB IN THE AMOUNT OF \$50,165.00 AND F350 CREW CAB IN THE AMOUNT OF \$50,660.00 FROM CANON MOTORS OF STARKVILLE, THE LOWER OF QUOTES RECEIVED.
4. REQUEST AUTHORIZATION TO EXECUTE ENGINEERING AGREEMENT FOR PROFESSIONAL SERVICES FOR BABYLON ROAD SEWER PROJECT WITH SPRINGER ENGINEERING, INC.
5. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER 02 TO MICHAEL BOX CONSTRUCTION FOR BABYLON ROAD SEWER ADDITIONS TO ADD 159 CALENDAR DAYS FOR MATERIAL DELAYS AND A PRICE INCREASE OF \$6,228.39.
6. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM PREMIER WELDING AND REPAIR, LLC FOR FOUR (4) 30HP TEMPORARY FLOATING AERATOR IN THE AMOUNT OF \$36,950.00 EACH.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL FEBRUARY 21, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
JANUARY 13, 2023**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, January 13, 2023 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn. City Attorney Berk Huskison and City Clerk Lesa Hardin were also present.

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

Sports Facility Management Director Brandon Doherty and David D'Aquila of DD Consulting, LLC, along with City Project Engineer Chris Williams, presented an overview of Cornerstone Park and its progress, discussion of Moncrief pool repairs needed as well as the City Parks improvement programs.

The Mayor and members of the Board discussed items on the upcoming January 17, 2023 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 7th DAY OF FEBRUARY, 2023.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
JANUARY 13, 2023
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. UPDATE FROM BRANDON DOHERTY AND CHRIS WILLIAMS REGARDING
CORNERSTONE AND THE CITY PARKS IMPROVEMENT PROGRAMS**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE JANUARY 17, 2023
MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JANUARY 13, 2023**

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

The public and media are invited to attend.

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

AGENDA ITEM: MINUTES
AGENDA DATE: 2-7-23
PAGE: 1 of 29

SUBJECT: Request approval of the minutes of the January 17, 2023 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 January 17, 2023 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
January 17, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 17, 2023 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 Berk Huskison 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 to add the Utilities Elevator agreement (Item XI. L. 1.) and a City Investment Policy (Item X. A.) to consent.

There being no objections or 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 January 17, 2023 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, JANUARY 17, 2023
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 JANUARY 3, 2023 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

PRESENTATION AND PUBLIC HEARING OF THE SMART TRANSPORTATION PROGRAM BY JEREMIAH DUMAS AND RONNIE WHITE OF MISSISSIPPI STATE UNIVERSITY TRANSPORTATION DEPARTMENT.

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING FOR AMENDING *SECTION 14- UTILITIES* OF THE MUNICIPAL CODE.

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF CITY RECYCLING PROGRAM.

B. CONSIDERATION OF APPROVING AN INVESTMENT POLICY FOR CITY FUNDS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF REAPPOINTING RICHARD HARKESS AND ROBERT BRZUSZEK TO THE LANDSCAPE ADVISORY BOARD TO 4-YEAR TERMS ENDING JANUARY 17, 2027.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING AND STREET

1. CONSIDERATION OF ACCEPTING THE LOW QUOTE OF \$136.84 PER WEEK FROM UNIFIRST CORPORATION TO PROVIDE UNIFORMS FOR STREET DEPARTMENT EMPLOYEES.

2. CONSIDERATION OF ACCEPTING THE BID FROM SGK LANDSCAPING, INC. IN THE AMOUNT OF \$57,726.10 FOR THE CORNERSTONE BOULEVARD ENTRANCE LANDSCAPING PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 9, 2023 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 DECEMBER 2022 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW JMCM CONSULTING TO WRITE AND DEVELOP FEMA GRANTS FOR THE SFD FOR FISCAL YEAR 24 WITH THE SFD TO PAY JMCM CONSULTING 5% OF THE FUNDED AMOUNT FOR PROJECT ADMINISTRATION IF THE GRANT IS APPROVED.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CHAYNH HORNBURGER AS A FULL TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE TYJOUR JONES AS A NON -CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE CHRIS JOHNSON AS A PAYROLL/HUMAN RESOURCES ASSISTANT FOR THE HUMAN RESOURCES AND UTILITES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE GARRETT MONROE AS AN ENGINEERING INTERN PART TIME IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE SAMUEL FISHER AS AN AIRCRAFT LINEMAN (FBO) FULL TIME IN THE STARKVILLE AIRPORT DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE BLAKE SHIRLEY AS A GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT.
7. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#01042022 FOR A STARKVILLE SANITATION WORKER.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF 30KW BACKUP GENERATOR FOR THE CITY HALL DATA CENTER FROM DOSS ELECTRIC, LLC FOR \$38,695.00, THE LOWER OF TWO QUOTES, TO BE PAID WITH MS DEPARTMENT OF HOMELAND SECURITY GRANT #A22HS347.

I. PARKS

1. REQUEST APPROVAL CHANGE ORDER # 3 FROM SOUTHERN ELECTRIC CORPORATIONS OF MS FOR THE REPAIR OF BROKEN PIPES AND WIRE AT CORNERSTONE IN THE AMOUNT OF \$15,040.00.
2. REQUEST APPROVAL OF PURCHASE OF 3 SECURITY CAMERAS FROM SECURITY SOLUTIONS FOR CORNERSTONE PARK FOR \$16,300.00, THE LOWER OF TWO QUOTES.
3. CONSIDERATION TO APPROVE THE PURCHASE OF VARIOUS CORNERSTONE SUPPLIES, FURNITURE AND SAFETY EQUIPMENT IN AN AMOUNT TO NOT EXCEED \$17,000.00.

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

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE GOLD SERVICE AGREEMENT WITH TK ELEVATOR FOR THE MONTHLY RATE OF \$225.00.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM GILLILAND'S TREE SERVICE IN THE AMOUNT OF \$7,850.00 FOR TREE REMOVAL IN EDGEWOOD.
3. REQUEST AUTHORIZATION TO APPROVE THE BEST QUOTE DUE TO DELIVERY TIME FROM IMPROVED CONSTRUCTION METHODS COMPANY FOR THE EMERGENCY PURCHASE OF A PUMP FOR UTILITIES FLUSH TRUCK IN THE AMOUNT OF \$7,534.60 AS PER MISSISSIPPI CODE SECTION 31-7-13(K) AND MISSISSIPPI CODE SECTION 31-7-1(F) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY IN DELIVERY AND REPAIRS WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AND THE COMMUNITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL FEBRUARY 7, 2023 @ 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 – 22:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 3, 2023 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 January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 3, 2023 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF APPROVING AN INVESTMENT POLICY FOR CITY FUNDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of an investment policy for City funds” is enumerated, this consent item is thereby approved.

City of Starkville, Mississippi Investment Policy

1. PURPOSE

- 1.1. To provide investment policies and guidelines (the “Policy”) for the reasonable and prudent investment of the various funds of the City of Starkville, Mississippi (the “City”), in order to optimize investment earnings while protecting pooled cash of the City and other funds held by the City.
- 1.2. Funds will be invested in conformance with this Policy and all federal, state, and other legal requirements.
- 1.3. This Policy complies with the following, but not limited to, laws of the State of Mississippi (the “State”), particularly Section 21-33-323, Section 31-19-5, and Section 27-105-33(d), of the Mississippi Code of 1972, as amended (the “Mississippi Code”).
- 1.4. This Policy is not intended to replace any policies of the City regarding the City’s “municipal” depositories as defined in Section 27-105-33 of the Mississippi Code.

2. SCOPE

- 2.1. This Policy generally applies to all financial assets of the City which are included in the City’s annual Audited Financial Statements (AFS). Funds to be considered for investment include, but are not limited to, general fund, enterprise funds, special revenue funds, capital project funds, and debt service funds.
- 2.2. Proceeds of bond issues of the City may be included but are further restricted by the applicable bond indenture, agreements with fiscal agents (if any), and subject to arbitrage yield restrictions pursuant to the Internal Revenue Code of 1986, as amended (the “Code”).
- 2.3. Investment income will be allocated to the various funds based on their respective participation.

3. OBJECTIVES

- 3.1. The primary objectives of the Policy are, in priority order, safety, liquidity, and yield.
- 3.2. The foremost objective of the investment program is preserving and protecting principal. Investments will be limited to authorized investment types.
- 3.3. The City’s investments shall remain sufficiently liquid to meet all operating requirements as may be reasonably anticipated.
- 3.4. The City’s investments shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles while complying with the Mississippi Code, the Code, and other federal, state, and other legal requirements. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

4. DELEGATION OF AUTHORITY

- 4.1. By adopting this Policy, the Board of Aldermen (the “Governing Body”) annually delegate investment authority to the Mayor, the City Clerk, CFO, the Director of Finance, the Chair of the Audit and Budget Committee of the Governing Body, along with all other financial officers in those respective offices.

- 4.2. No person listed above or otherwise may engage in an investment transaction except as provided under the terms of this Policy.
- 4.3. City staff acting in accordance with this Policy shall be relieved of personal responsibility for a security's credit risk or market price changes. City staff shall ensure that deviations from expectations are reported timely and that appropriate actions are taken to control adverse developments.

5. CITY AUTHORIZED INVESTMENTS

- 5.1. All investments shall be made in accordance with the Mississippi Code, the Code, and other federal, state, and other legal requirements.
- 5.2. Authorized investments are:
 - Debt obligations of the U.S. Treasury;
 - Government Money Market Funds; and
 - Interest-bearing deposit accounts.
- 5.3. Any investment not identified above shall require approval by the Governing Body.
- 5.4. Investment maturities are limited to five years unless approved by the Governing Body.
- 5.5. This Policy recognizes that, competitive offers may not always be applicable or practical. Competitive quotes are not required for U. S. Treasury instruments or money market accounts that invest solely in debt instruments of the U.S. Treasury.

6. POLICY REVIEW AND ADOPTION

- 6.1. This Policy should be reviewed at least annually by the Mayor, the City Clerk, CFO, the Director of Finance, the Chair of the Audit and Budget Committee of the Governing Body, and other financial officers in those offices, in consultation with any professional guidance prudent and necessary, to ensure consistency with the City's overall objectives and compliance with the Mississippi Code, the Code, and other federal, state, and other legal requirements.
- 6.2. This Policy, whether or not modifications are necessary, should be considered and adopted at a public meeting no less frequently than the beginning of each new term of the Governing Body.

4. CONSIDERATION OF REAPPOINTING RICHARD HARKESS AND ROBERT BRZUSZEK TO THE LANDSCAPE ADVISORY BOARD TO 4-YEAR TERMS ENDING JANUARY 17, 2027.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the "approval of reappointing Richard Harkess and Robert Brzuszek to the Landscape Advisory Board for appointments to 4-year terms ending January 17, 2027" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF ACCEPTING THE LOW QUOTE OF \$136.84 PER WEEK FROM UNIFIRST CORPORATION TO PROVIDE UNIFORMS FOR STREET DEPARTMENT EMPLOYEES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the "approval of accepting the low quote of \$136.84 per week from UniFirst Corporation to provide uniforms for Street Department employees" is enumerated, this consent item is thereby approved.

Two quotes received: UniFirst Corporation: \$136.84 / week and Cintas \$154.17 / week

UniFirst

NEW ACCOUNT ☒EXISTING ACCOUNT ☐

INSTALLATION DATE _____

MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

LOC. NO. _____

COMPANY NAME (Customer) City of Starkville, Street DepartmentADDRESS 506 Dr. D. L. Connor Drive

ROUTE NO. _____

Starkville, MS 39759DATE 01-10-2023

PHONE _____

SIC/NAICS _____

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

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
10HD-Relaxed Fit Jean	\$33.48				\$0.28			
06MH-Mimix Hi Vis Shirt S/S	\$87.91				\$0.75			
04MF-Snag Proof Polo	\$22.08				\$0.23			
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	\$1.25
Name emblem per piece	\$1.50
Company emblem per piece	\$2.50
Direct Embroidery: Wearer name per piece	\$2.50
Company name per piece	\$3.50

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

PAYMENT TERMS:

C.O.D. ☐E.F.T. ☐Approved Charge³ ☐**COMMENTS**

Garment Protection Plan @ \$0.10 per garment

Approved charge: CUSTOMER agrees to make payments within 45 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: Anne Colbert Barrett 01/10/2023
SALES REP (Print Name) DATE

ACCEPTED⁵: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

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

ACCEPTED: _____
CUSTOMER (Signature) DATE

Cody A. Burnett, City Engineer
CUSTOMER (Print Name and Title)

EMAIL c.burnett@cityofstarkville.org

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.² Merchandise which is Val-U-Leased is not cleaned by UniFirst.³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

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

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

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

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 36 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 36-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

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

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

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

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

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

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

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

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; and (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use.

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

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

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

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

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

OBLIGATIONS AND REMEDIES. Customer expressly waives the right to terminate this Agreement before the expiration date for budgetary reasons, for twelve (12) months following the initial installation of Merchandise, after which, Customer may terminate this Agreement, solely for budgetary reasons, with ninety (90) days written notice to UniFirst, provided however, that: (a) all previous undisputed balances due UniFirst are paid in full, (b) all standard Merchandise items are returned to UniFirst in a good and usable condition or are paid for at the replacement charges then in effect, and (c) Customer pays the replacement charges for all Non-Standard Merchandise items as set forth herein.

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

This Agreement shall be governed by Mississippi law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto.. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.



Proposal

UniFirst Corporation

700 Dogwood Stand Road
Booneville, MS 38829
662-808-1768

VIP Proposal for:

Starkville Street Dept

Total Cost Overview

Date: 01/04/23

★	Invoice		\$116.44
#	Uniform Rental Item Description	Quantity	Total Cost
1			
2			
3	10HD- Relaxed Fit Jeans (.28)	102	\$28.56
4	06MH-Mimix High Vis Shirt w/ Panel (.75)	102	\$76.50
5	04MF- Snag Proof Polo (.23)	6	\$1.38
6			
7	Optional		
8	Garment Protection Plan 204 @ .10= \$20.40)		
9	DEFE (SERVICE CHARGE)		\$10.00
#	Facilty Services Item Descriptions	Quantity	Total Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

\$136.84

* with garment protection plan

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

*Price does not include sales tax.

Sales Representative:

AC Barret

662-418-2295

anne_barret@unifirst.com

6. CONSIDERATION OF APPROVAL OF ACCEPTING THE BID FROM SGK LANDSCAPING, INC. IN THE AMOUNT OF \$57,726.10 FOR THE CORNERSTONE BOULEVARD ENTRANCE LANDSCAPING PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low bid from SGK Landscaping, Inc. in the amount of \$57,726.10 for the Cornerstone Boulevard Entrance Landscaping project and authorization for the Mayor to execute a construction contract with the low bidder” is enumerated, this consent item is thereby approved.

Bids received January 5, 2023: Ambiance Landscape, LLC – \$105,690.23
 Evergreen Landscape & Management, LLC – \$71,242.00
 Gulf Breeze Landscaping, LLC – \$108,500.00
 SGK Landscaping, Inc. – \$57,726.10
 Stewart Environmental Construction, Inc. – \$95,750.00

7. ACCEPTANCE OF DECEMBER 2022 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the December 2022 financial statements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO ALLOW JMCM CONSULTING TO WRITE AND DEVELOP FEMA GRANTS FOR THE SFD FOR FISCAL YEAR 24 WITH THE SFD TO PAY JMCM CONSULTING 5% OF THE FUNDED AMOUNT FOR PROJECT ADMINISTRATION IF THE GRANT IS APPROVED.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to allow JMCM Consulting to write and develop FEMA grants for the SFD for fiscal year 2024 with the SFD to pay JMCM Consulting 5% of the funded amount for project administration if the grant is approved” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO HIRE CHAYNH HORNBURGER AS A FULL TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Chaynh Hornburger as a Deputy Court Clerk” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE TYJOUR JONES AS A NON-CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Tyjour Jones as a Non -Certified Police Officer” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE CHRIS JOHNSON AS A PAYROLL/HUMAN RESOURCES ASSISTANT FOR THE HUMAN RESOURCES AND UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Chris Johnson as a Payroll/Human Resources Assistant for the Human Resources and Utilities Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE GARRETT MONROE AS AN ENGINEERING INTERN PART TIME IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Garrett Monroe as an Engineering Intern in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE SAMUEL FISHER AS AN AIRCRAFT LINEMAN (FBO) FULL TIME IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Samuel Fisher full time as an Aircraft Lineman (FBO)” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE BLAKE SHIRLEY AS A GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Blake Shirley as an Airport Grounds Maintenance Worker” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#01042022 FOR A STARKVILLE SANITATION WORKER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval the discipline recommended by Sanitation Director Chris Smiley as a result of I.A.#01042022 for a Starkville Sanitation Worker” is enumerated, this consent item is thereby approved.

16. APPROVAL OF PURCHASE OF 30KW BACKUP GENERATOR FOR THE CITY HALL DATA CENTER FROM DOSS ELECTRIC, LLC FOR \$38,695.00, THE LOWER OF TWO QUOTES, TO BE PAID WITH MS DEPARTMENT OF HOMELAND SECURITY GRANT #A22HS347.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a 30Kw backup generator for the City Hall data center from Doss Electric, LLC for \$38,695.00, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: Doss Electric - \$38,695.00 and Taylor Power - \$58,000.00

17. APPROVAL OF CHANGE ORDER # 3 FROM SOUTHERN ELECTRIC CORPORATIONS OF MS FOR THE REPAIR OF BROKEN PIPES AND WIRE AT CORNERSTONE IN THE AMOUNT OF \$15,040.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order # 3 from Southern Electric Corporations of MS for the repair of broken pipes and wire at Cornerstone in the amount of \$15,040.00” is enumerated, this consent item is thereby approved.

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

CONTRACT FOR:	Cornerstone Park Lighting Installation	CHANGE ORDER NO. 3	
OWNER:	City of Starkville	DATE:	12/12/2022
CONTRACTOR:	Southern Electric Corporation of MS		

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

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Repair of broken pipes and wire at 'A' Fields		\$4,940.00
2	Repair of broken pipes and wire at 'B' Fields		\$4,940.00
3	Repair of broken pipes and wire at T-Ball Fields		\$5,160.00
	TOTALS	\$0.00	\$15,040.00
	OVERALL TOTAL		\$15,040.00

JUSTIFICATION: Repairs from different phases of construction

The amount of the Original Contract was:	\$1,809,397.14
Change Order #1 increased the contract amount by:	\$368,460.00
Change Order #2 increased the contract amount by:	\$39,734.00
Change Order #3 increased the contract amount by:	\$15,040.00
The Contract Total including this change order will be:	\$2,217,591.14

The Original Contract Completion Date was:	November 30, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"42"
The new Contract Completion Date will be:	December 31, 2022

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

Requested	<u>David D'Aquila</u> Phase Manager - David D'Aquila	<u>12.12.22</u> Date
Recommended	<u>Sam Henry</u> Project Manager - Sam Henry	<u>12.12.22</u> Date
Accepted	<u>[Signature]</u> Contractor - Southern Electric Corporation of MS	<u>12/12/22</u> Date
Approved	<u>[Signature]</u> City of Starkville Mayor Lynn Spruill	<u>1.17.23</u> Date

18. APPROVAL TO PURCHASE OF 3 SECURITY CAMERAS FOR CORNERSTONE PARK FOR \$16,300.00, THE LOWER OF TWO QUOTES, FROM SECURITY SOLUTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of 3 security cameras for Cornerstone Park for \$16,300, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: Security Solutions - \$7,318.75 and Active Solutions - \$16,300.16

19. APPROVAL TO PURCHASE VARIOUS CORNERSTONE SUPPLIES, FURNITURE AND SAFETY EQUIPMENT IN AN AMOUNT TO NOT EXCEED \$17,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the purchase various Cornerstone Supplies, Furniture and Safety equipment in an amount to not exceed \$17,000.00” is enumerated, this consent item is thereby approved.

Items:

Cash Control Items: \$ 8110

- (1) Nadex Coin Counter \$210
- (1) Carnation CR1500 \$2000
- (1) Barska Two Lock Safe \$1400
- (3) Clove Systems \$ 3900
- (1) Clover Handheld \$600

Office Operations: \$3400

- MISC Signage office supplies (attached) \$700
- (3) VIOP Phones \$375
- (6) Monitors \$ 600
- (1) Printers \$900
- (2) Storage Cabinets \$825

Sports Tournament Equipment: \$459

- (6) Walkie Talkies \$375
- (6) Earpieces \$84

First Aid Supplies: \$3400

- (2) AED Kits \$3100
- (3) First Aid Kits \$300

20. APPROVAL TO APPROVE GOLD SERVICE AGREEMENT WITH TK ELEVATOR FOR THE MONTHLY RATE OF \$225.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Gold Service Agreement with TK Elevator for the monthly rate of \$225.00” is enumerated, this consent item is thereby approved.

Gold Service Agreement



STARKVILLE UTILITIES

December 29, 2022

Purchaser: Starkville Utilities
Address: 600 Russell Street
Starkville, MS 39759-4412

Location: STARKVILLE UTILITIES
Address: 600 Russell Street
Starkville, MS 39759-4412

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydro MRL		20289655	2	Kone	Yes

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Wire Ropes
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This

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Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual and five (5) year safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by

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others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal,

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TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things (“IOT”) platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a “Device”). Purchaser consents and authorizes TK Elevator to (1) access Purchaser’s premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser’s own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the “CP”) and mobile application (the “App”) which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser’s access to the CP and App if any of Purchaser’s accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled “TK Elevator Communications Services.” These additional available services involve the provision of 24/7/365 monitoring of your Units’ code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the “Communication Equipment”), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 36 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 36-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 36-month period or at least 90-Days before the end of any subsequent 36-month renewal period. Notice shall be sent by

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certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the services as stated in this Agreement shall be \$225.00 per month, excluding taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

Available Discounts

Payment Plan				Contract Term			
Billing Frequency	Discount %	Monthly Discount \$	Initial to Select	Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$9		Seven (7)	2%	\$4.5	
Semi Annual	2%	\$4.5		Ten (10)	4%	\$9	
Quarterly	No Change	\$0	Current Selection	Fifteen (15)	8%	\$18	

We reserve the right to increase all charges under this Agreement not to exceed a total of 7.50% annually.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us

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immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

KONE EcoSpace, MonoSpace and/or Montana KCM831 or TMS550 (MRL)

This Agreement specifically excludes any obligation on the part of TK Elevator to test, maintain, or replace any KONE Elevator "Machine Room Less" (MRL) hoist machine. Any required repair or replacement of this MRL machine will instead be the subject of a separate written proposal to Purchaser at an additional cost.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response

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to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

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In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Special Considerations

Elevator is current down. By signing a service agreement, TK Elevator will diagnose and survey the unit at no cost. A repair work order will be provided to the Owner if a repair is needed to put the unit back in service

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Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

Starkville Utilities (Purchaser):	TK Elevator Corporation Management Approval
By: <u>Edward C. Kemp</u> (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
<u>Edward Kemp</u> (Print or Type Name)	Joey Howell Branch Manager
<u>Utilities General Manager</u> (Print or Type Title)	
<u>1-17-2023</u> (Date of Acceptance)	_____ (Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

197 Interstate Dr Ste B
Richland, MS 39218
601-922-9400

Thank you for choosing TK Elevator. We appreciate your business.

Amy Pooley

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Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
STARKVILLE UTILITIES	Hydro MRL		Current Selection	

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If “Phone Monitoring” is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price and Term

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0 per month which will be billed to you separately from the price of the Agreement (the “TK Elevator Communications Services Charge”). The cost of your selected TK Elevator Communications Services is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to annually increase the TK Elevator Communications Services Charge with such an annual increase not to exceed a total of seven and a half percent (7.5%) of the prior year's TK Elevator Communications Services Charge.

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TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____ - _____

Fire Department: (_____) _____ - _____

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



Customer Portal & Mobile App setup form

Name:			
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	☐	☐	☐

21. APPROVAL TO ACCEPT THE LOWEST QUOTE FROM GILLILAND’S TREE SERVICE IN THE AMOUNT OF \$7,850.00 FOR TREE REMOVAL IN EDGEWOOD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of authorization to accept the lowest quote from Gilliland’s Tree Service in the amount of \$7,850.00 for tree removal and trimming in Edgewood” is enumerated, this consent item is thereby approved.

Two Quotes Received: Gilliland’s Tree Service \$7,850.00 and Wilson’s Tree Service \$8,000.00

22. APPROVAL TO APPROVE THE BEST QUOTE DUE TO DELIVERY TIME FROM IMPROVED CONSTRUCTION METHODS COMPANY FOR THE EMERGENCY PURCHASE OF A PUMP FOR UTILITIES FLUSH TRUCK IN THE AMOUNT OF \$7,534.60 AS PER MISSISSIPPI CODE SECTION 31-7-13(K) AND MISSISSIPPI CODE SECTION 31-7-1(F) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY IN DELIVERY AND REPAIRS WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AND THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the January 17, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the best quote from Improved Construction Methods for the emergency purchase of a pump for Utilities flush truck in the amount of \$7,534.60 as per Mississippi code section 31-7-13(k) and that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority” is enumerated, this consent item is thereby approved.

Two quotes: Improved Construction Methods - \$7,534.60 and Click Industries - \$4,170.00

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill recognized Starkville Utilities Water Division employees Charles Jordan, Keivan Ware, D.J. Robinson and Ronald Evans for their service to the community during Winter Storm Elliot. The Mayor then introduced new police officers Cole Britt and Joshua Kitchens as well as Gary Hyche, Operation Manager of Water Distribution and Collection as well as GIS Locator Wes Foreman.

BOARD OF ALDERMEN COMMENTS:

All Aldermen thanked all employees that worked in the bitter cold weather during the holidays. Alderman Brooks thanked everyone for their patience as the new lighting is installed along Louisville Street. Alderman Rupp congratulated the Starkville Community Theater upon recently winning several awards.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked everyone who helped with opening the County Safe Room on Lynn Lane as a warming center for citizens during the recent cold weather.

Emma Van Epps, Rebecca Carruth, Grant Peterson, Tanner Jones, Courtney Cochran, Lynn Peterson and Doug Feig all spoke in favor of recycling.

PUBLIC APPEARANCE:

PRESENTATION AND PUBLIC HEARING OF THE SMART TRANSPORTATION PROGRAM BY JEREMIAH DUMAS AND RONNIE WHITE OF MISSISSIPPI STATE UNIVERSITY TRANSPORTATION DEPARTMENT.

Jeremiah Dumas, Director, gave a brief overview of the Starkville – MSU Area Rapid transit (SMART) public transportation system. Funding is provided from the Federal Transit Authority 5311 Rural Mass Transit Funds via the MS Department of Transportation. Local cash match is provided by MSU parking services and the City of Starkville as well as various contracts and advertising. Ridership in 2022 saw an increase in the fixed route ridership as well as the paratransit ridership. Mr. Dumas noted the Transit Operations Facility has been completed and the program saw its 5 millionth rider this year.

Mayor Spruill and Jeremiah Dumas opened the Public Hearing and called for public comments.

Alvin Turner stated he was thankful for the bus service and the drivers. He also stated he would like to see a stop added at the new shopping center on highway 12 if possible.

Linda Jones asked if there was any way to add a route to EMCC along with the airport route.

There being no additional comments, the Mayor announced the public hearing closed.

PUBLIC HEARING:

FIRST PUBLIC HEARING FOR AMENDING SECTION 14- UTILITIES OF THE MUNICIPAL CODE.

Public Utilities General Manager Edward Kemp noted the two changes which are being recommended are tampering penalties for misuse of fire hydrants and a sewer bill collection clause.

Mayor Spruill opened the Public Hearing and called for public comments.

There being no comments, the Mayor announced the public hearing closed.

23. DISCUSSION AND CONSIDERATION OF CITY RECYCLING PROGRAM.

Alderman Hamp Beatty presented ideas for a Starkville curbside recycling program. The proposal included:

- An opt in program for citizens
- Curbside pickup twice a month (1st and 3rd Wednesdays suggested)
- Include current recyclables plus #1 and #2 plastics
- Participants issued two, eighteen gallon recycling buckets for plastic and cans / paper
- Cardboard to be flattened and stacked under buckets at street
- Optional 64-gallon roll container for flattened cardboard only
- \$6 per month fee for curbside recycling customers

Students for a Sustainable Campus in attendance were thanked and encouraged to contact aldermen with ideas and encouragement to support a recycling program.

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 9, 2023 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	\$ 308,329.06
Airport Fund	015	56,190.29
Sanitation	022	18,855.28
Industrial Park Bond	303	178.13
Park Bond - 2020	380	522,348.29
Payroll	681	8,550.19
Sub Total Before Utilities		\$ 914,451.24
Utilities Dept.	SED	1,232,115.88
Total Claims	Total	\$2,146,567.12

25. MOTION TO RECESS UNTIL FEBRUARY 7, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until February 7, 2023 @ 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 7th DAY OF FEBRUARY, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK



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

**AGENDA ITEM NO: 1
AGENDA DATE: February 3, 2023
PAGE: 1**

SUBJECT: Second public hearing for amending Section 14- Utilities of the Municipal Code.

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 is the second public hearing on revising this section of the municipal code. The Board called for public hearings at the 12/20/22 meeting.

The Utilities section of the code has not been updated in sometime. The proposed revisions include two immediate and necessary items. It is proposed that the code will be fully evaluated with a more extensive revision in the Spring/Summer of 2023.

Two primary revisions include:

1. Section 14.6.09- Penalties

Proposed language to be added to the end of the existing paragraph:

Violators shall be subject to any and all penalties and damages allowed by law, including, but not limited to, those stated in Starkville Code of Ordinances Section 1.1.10.

Background and Rationale for Code Revision:

Further clarification and of penalties for Fire Hydrant Tampering and illegal use by non-utility personnel. This is part of Starkville Utilities efforts to reduce brown water and will be enforced in conjunction with the new convenience of a portable water tank filling station at the operations center.

2. Section 14.7.03- Sewer Bill Collection Clause

Proposed language to fully replace the existing paragraph:

Connections to the sewer system of the city shall not be permitted in the absence of the city's ability to disconnect potable water via an initial or secondary water service cut off on the customer side of the meter in the event of non-payment of sewer bills for sewer-only customers.

Background and Rationale for Code Revision:

Codification of the ability to install a secondary water service cut off on the customer side of the meter for sewer only customers. This is necessary to enforce the utility service disconnect for sewer only customers who do not pay their bill. Since this is on the customer side of the water meter, the rural water associations equipment and infrastructure will not be impacted long term. If this scenario occurs, Starkville Utilities will communicate with the



customer and the rural water association on the necessity of the installation of the secondary cut off, the reason(s) why it is needed, and what steps are required to restore service.

There are a total of two public hearings with the Board of Alderman being proposed. The following schedule is being proposed for Code Revision Hearings and Consideration:

January 17, 2023- 1st Public Hearing- Board of Alderman

February 3, 2023- 2nd Public Hearing and Consideration- Board of Alderman

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 7, 2023
PAGE: Page 1 of 31

SUBJECT:

First Public Hearing for amending the Unified Development Code.

SUMMARY:

The Unified Development Code was adopted on December 19, 2019, and last amended on September 20, 2022. The proposed amendments are as follows:

Proposed Revisions to the Unified Development Code February 2023	
UDC Section Number	Description of Revision
13.3.6	Adding "Small Cell Telecommunication Facilities" to use chart
13.9.9	Adding "Small Cell Telecommunication Facilities" to use standards
16.2	Updated Sound and Noise section
16.9	Updated Stormwater Management section
17.3.1	Adding permit required for roofing and accessory structures within a floodplain
18	Adding definitions associated with added and updated sections

There are a total of two public hearings with the Board of Aldermen. The second public hearing and consideration will be on February 21, 2023.

Both Public hearings were advertised on January 18, 2023, and January 25, 2023, in the Starkville Daily News.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

For questions on Section 13.3.6, 13.9.9, 16.2 and 18, 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

For questions on Section 16.9, contact
Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

For questions on Section 17.3.1, contact
Stein McMullen @ 662-323-2525 ext. 3121 or smcmullen@cityofstarkville.org

SUGGESTED MOTION:

13.3.6 Use Chart

[illegible]

Section 13: Use Standards

13.9.9 Small Cell Telecommunication Facilities

A Definition: Small Cell Telecommunication Facilities means a low-powered antenna (node) that has a range of thirty feet (30') to one and a quarter (1 $\frac{1}{4}$) miles which includes any associated equipment. Small Cell Telecommunication Facilities include but are not limited to, devices generally known as microcells, picocells, and femtocells.

1. Exemptions.

- a. Pre-existing small cell telecommunication facilities legally existing prior to the effective date of this Section 13.9.9 shall be allowed to continue. However, any addition or modification to a pre-existing small cell telecommunication facility shall comply with all applicable requirements of Section 13.9.9.
- b. Any pre-existing or future small cell telecommunication facilities located on property owned by Mississippi State University that is within the city limits of the city of Starkville shall not be required to meet the requirements of Section 13.9.9.

2. Prohibitions.

- a. No advertising message or sign shall be affixed to any small cell telecommunication facility, accessory equipment, or DAS and/or small cell technology wireless support structure unless required by the FCC.
- b. Small cell telecommunication facility, support structure, or DAS and/or small cell technology wireless support structure shall not include any permanently installed lights unless otherwise required for compliance with FAA and FCC regulations, and/or Starkville Utilities requirements. Any lights associated with the electronic equipment shall be appropriately shielded from public view.
- c. Small cell telecommunication facilities shall not be placed on decorative or architecturally significant poles within the right-of-way.
- d. Small cell telecommunication facilities shall not be placed on private property zoned SD-2, SD-6, TN-N, TN-E, MDU-9, MDU-20, or O-TN unless that property is shown as a common area or common use area on the official subdivision plat or approved site plan.
- e. Small cell telecommunication facilities shall not be installed or placed on any sign on either private property or right-of-way.
- f. Support structures built for the sole purpose of installing a small cell telecommunications facility are prohibited within the right-of-way.

B Small Cell Telecommunication Facilities on Private Property

1. Application

- a. **Application Form.** All requests shall submit a complete application containing the information as outlined on the application form available in the Community Development Department or on the website (www.cityofstarkville.org).
- b. **Application Fee.** Application fees shall be in accordance with the established fee schedule and due upon approval of the permit.
- c. **Content.** The application shall state the intended user(s) of the small cell telecommunication facility and shall include a statement prepared by the applicant that considers other alternatives to the proposed site and the impact of the proposed small cell telecommunication facility. This shall include a map of the desired coverage area identifying all existing small cell telecommunication facilities and other sites that could adequately support a small cell telecommunication facility. The applicant shall justify the selection of the proposed site over the available alternative sites within the identified coverage area, weighing the relative impacts of the proposed site to other available sites; with particular consideration to the impact of the small cell telecommunication facility upon adjacent properties, historic areas, scenic vistas, and residential neighborhoods.
- d. **Proof of Insurance.** The application shall include proof that all small cell telecommunication facilities and/or accessory equipment are adequately insured for injury and property damage. Proof of insurance shall be provided to the City of Starkville with any application submitted under this Code.
- e. **Historic Districts.** If located within a historic district, the applicant shall obtain a certificate of appropriateness for a proposed small cell telecommunication facility and/or accessory equipment located within a local historic district. For state or federally designated landmarks, landmark sites, and/or historic districts, written proof of approval from the Mississippi Department of Archives and History shall be included as part of the application.

2. General Requirements

- a. **Federal and State.** All small cell telecommunication facilities shall comply with Federal Communications Commission rules and have all required licenses. Applications to place new small cell facilities shall be accompanied by any required federal, state, or local agency license or application for such licenses. No permits shall be issued until proof of approval for any required license has been submitted.
- b. **Technical Standards.** Design and installation of all small cell telecommunication facilities and/or accessory equipment shall comply with the manufacturer's specifications and with ANSI/TIA/EIA standards. Plans shall be approved and certified by

a professional engineer registered in the State of Mississippi. The proposed site plan and small cell telecommunication facility design plans shall also meet or exceed all applicable standards, as may be amended, including those of the Federal Communications Commission (FCC), American National Standards Institute (ANSI), and the Institute of Electrical and Electronics Engineers (IEEE) Standards for power density levels and structural integrity; American Concrete Institute (ACI), American Standards Testing and Materials Institute (ASTM), The National Electrical Code, National Electrical Safety Code, and the American Steel Institute. The proposed site shall also be designed and built in compliance with Section 106 of the National Historic Preservation Act of 1996

c. **Co-location Requirements.** New small cell telecommunication facility applications shall address the extent to which co-location will be allowed in the future. Co-location potential for small cell telecommunication facilities and structures is strongly preferred, and substantial proof will be required if it is not offered. Where co-location is planned, small cell telecommunication facilities and accessory equipment shall be designed structurally and electrically for multi-tenant on the initial installation. The submittal shall include:

- (1) Documentation of the number of other users that can be accommodated within the design parameters of the small cell telecommunication facility as proposed.
- (2) A statement indicating the owner's commitment to allow feasible shared use of the small cell telecommunication facility within its design capacity for co-location. This shall include a letter of intent committing the small cell telecommunication facility owner and his successors to allow co-location if a potential user agrees in writing to pay a reasonable charge. The letter of intent shall be submitted with the application for a new small cell telecommunication facility filed in the planning office prior to any permit being issued. New small cell telecommunication facility owners must demonstrate how co-location would potentially be situated on the structure.
- (3) Detailed construction plans or drawings prepared by an engineer licensed in the State of Mississippi certifying that the small cell telecommunication facility has sufficient structural integrity and equipment space to accommodate multiple users.

d. **Demonstration of Need.** No new small cell telecommunication facility shall be permitted unless the applicant provides supporting evidence that no existing small cell telecommunication facility can accommodate the applicant's proposed antenna. Supporting evidence may consist of any of the following conditions:

- (1) No small cell telecommunication facilities or structures are located within the geographic area required to meet the applicant's engineering requirements
- (2) Existing small cell telecommunication facilities or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment.
- (3) The applicant's proposed system would cause electromagnetic interference with the system on the existing small cell telecommunication facility or structure, or the system on the existing small cell telecommunication facility or structure would cause interference with the applicant's proposed system.
- (4) The fees, costs, or contractual provisions required by the owner to share an existing small cell telecommunication facility or structure or to adapt an existing small cell telecommunication facility or structure for sharing are unreasonable. Costs are considered reasonable if they conform to the standards of the industry or do not exceed a new small cell telecommunication facility.
- (5) The applicant demonstrates that other limiting factors render existing small cell telecommunication facilities or structures unsuitable.

e. Placement. Small cell telecommunication facilities shall be located and/or sited to be as unimposing as practical. The applicant shall demonstrate that through location, construction, design, or camouflage, the proposed facility will have a minimum visual impact upon the appearance of the existing structure(s), adjacent properties, historic landmarks, historic landmark sites, historic districts, scenic areas, commercial districts, form-based districts, and residential use districts.

f. Multiple Onsite Small Cell Telecommunication Facilities. An application to place multiple small cell telecommunication facilities upon a single structure or site shall require credible evidence that co-location is not practical. Any application for multiple small cell telecommunication facilities on one structure or site shall require approval as part of a special exception.

g. Removal of Abandoned Small Cell Facilities and Structures.

- (1) Abandonment associated with small cell telecommunications facilities in the sections means that, following the placement of DAS and/or small cell technologies facilities (and associated accessory equipment) or support structures in the city pursuant to a permit issued to a provider or an applicant, any of the following has occurred:
 - i For any reason the facilities cease to be used to transmit signals, data, or messages or otherwise be used for their intended purposes for a period of ninety (90) calendar days or more.

- ii The city revokes the permit for placement and use of those facilities due to nonpayment of applicable fees, the failure of the provider or applicant to comply with conditions in the permit, or in Section 13.9.9.
 - iii The provider or applicant fails to perform any of its responsibilities, obligations, and requirements in Section 13.9.9, or in the permit issued for the installation, construction, maintenance, use, or operation of the facilities, accessory equipment, or support structures, and that breach remains uncured for a period of ninety (90) calendar days after the city provides written notice of the breach to the provider or applicant.
- h. The owner shall notify the city within thirty (30) calendar days of an abandonment happening, and the owner will remove the small cell telecommunication facility, antenna, and/or any support facilities within ninety (90) calendar days of cessation of operation. Shall the operator not inform the City of such abandonment, and if it is found to be abandoned by the City, the facilities must be removed within thirty (30) calendar days of receipt of notice by the City. The removal of abandoned antennas and small cell telecommunication facilities shall be the responsibility of the applicant company to whom the permit was issued or its successor company. If neither the company nor its successor can be located, removal of the equipment shall be the responsibility of the property owner for which the small cell telecommunication facility is located. After facilities are removed, the structure and site shall be restored to their original or improved condition.

3. Design Requirements

- a. Any deviation from the design requirements shall require special exception approval.
- b. The maximum dimensions for panel-style antennas shall be thirty (30) inches high and twelve (12) inches wide. The maximum dimensions for canister-style antennas shall be thirty (30) inches high and sixteen (16) inches in diameter.
- c. Any roof-mounted antennas associated with a small cell telecommunication facility shall meet the following requirements:
 - (1) Antennas located on a flat roof with or without a parapet shall not extend more than five (5) feet above the highest point of the roof or parapet or be placed within five (5) feet of any edge of the roof.
 - (2) Antennas located on a sloped roof shall not extend more than five (5) feet above the highest point of the roof or be located on any roof slope adjacent to a right-of-way
- d. Wall-mounted antennas associated with a small cell telecommunication facility shall meet the following requirements:

- (1) Wall-mounted antennas shall be enclosed in a cabinet that is colored and textured to match the surface it is mounted on.
 - (2) Unless determined to be unfeasible by the Planning Department based on documentation provided by the applicant, wall mounted antennas cannot be located on any street facing facade of any building.
 - (3) All wall-mounted antennas and equipment shall be installed as flush with the wall as possible.
 - (4) The use of all available stealth technologies shall be required.
- e. Pole-mounted antennas associated with a small cell telecommunication facility shall meet the following requirements:
- (1) Antennas mounted to new and existing poles or support structures located within the front yard of a site shall be enclosed in a cabinet color to match the color of the pole or structure.
 - (2) Any new pole or support structure installed for the purpose of providing a pole-mounted antenna that is located within the front yard of a site shall be a decorative type pole that is contextually compatible and designed to blend in with the surrounding structures.
 - (3) The use of all available stealth technologies to incorporate the antenna and equipment into the pole shall be required.
- f. All associated equipment located within the front yard of a site shall be located underground in an underground box enclosure.
- g. All associated equipment located on a side or rear yard of a site shall be either placed underground in an underground box enclosure or in an equipment cabinet painted to blend in with the surrounding landscape.
- h. All exposed wiring shall be placed in a conduit that is colored and textured to match the surface it is attached to.

4. Approval Criteria

- a. No adverse visual impact of the proposed small cell telecommunication facilities or accessory equipment as seen from the right-of-way and/or adjacent properties.
- b. The proximity of the small cell facilities or antenna to adjacent structures and property.
- c. Demonstration that the technical or engineering requirements limit the placement of the small cell facility or antenna in other areas to provide coverage.
- d. Demonstration that suitable existing small cell facilities and other structures for location or co-location are not feasible.
- e. The design of the small cell telecommunication facilities and/or accessory equipment is inconspicuous as possible and reduces or eliminates any visual obtrusiveness.
- f. False representations in an application shall be grounds for denial of a permit.

5. Appeal. Any decision by the Planning Department to deny an application for a small cell telecommunication facility that does not require a variance, waiver, use exception, or special exception may be appealed in accordance with Section 3.8.

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C Small Cell Telecommunication Facilities in Right-of-Way

1. Application

- a. **Application Form.** All requests shall submit a complete application containing the information as outlined on the application form available in the Community Development Department or on the website (www.cityofstarkville.org).
- b. **Application Fee.** Application fees shall be in accordance with the established fee schedule and due upon approval of the permit.
- c. **Content.** The application shall state the intended user(s) of the small cell telecommunication facility and shall include a statement prepared by the applicant that considers other alternatives to the proposed site and the impact of the proposed small cell telecommunication facility. This shall include a map of the desired coverage area identifying all existing small cell telecommunication facilities and other sites that could adequately support a small cell telecommunication facility. The applicant shall justify the selection of the proposed site(s) over the available alternative sites within the identified coverage area, weighing the relative impacts of the proposed site to other available sites; with particular consideration to the impact of the small cell telecommunication facility upon adjacent properties, historic areas, scenic vistas, and residential neighborhoods.
- d. **Proof of Insurance.** The application shall include proof that all small cell telecommunication facilities and/or accessory equipment are adequately insured for injury and property damage. Proof of insurance shall be provided to the City of Starkville with any application submitted under this Code.
- e. **Historic Districts.** If located within the right-of-way of a historic district, the applicant shall obtain a certificate of appropriateness for a proposed small cell telecommunication facility and/or accessory equipment located within a local historic district. For state or federally designated landmarks, landmark sites, and/or historic districts, written proof of approval from the Mississippi Department of Archives and History shall be included as part of the application.

2. General Requirements

- a. **Federal and State.** All small cell telecommunication facilities shall comply with Federal Communications Commission rules and have all required licenses. Applications to place new small cell facilities shall be accompanied by any required federal, state, or local agency license or application for such licenses. No permits shall be issued until proof of approval for any required license has been submitted.
- b. **Technical Standards.** Design and installation of all small cell telecommunication facilities and/or accessory equipment shall comply with the manufacturer's specifications and with

ANSI/TIA/EIA standards. Plans shall be approved and certified by a professional engineer registered in the State of Mississippi. The proposed site plan and small cell telecommunication facility design plans shall also meet or exceed all applicable standards, as may be amended, including those of the Federal Communications Commission (FCC), American National Standards Institute (ANSI), and the Institute of Electrical and Electronics Engineers (IEEE) Standards for power density levels and structural integrity; American Concrete Institute (ACI), American Standards Testing and Materials Institute (ASTM), The National Electrical Code, National Electrical Safety Code, and the American Steel Institute. The proposed site shall also be designed and built in compliance with Section 106 of the National Historic Preservation Act of 1996

c. **Co-location Requirements.** New small cell telecommunication facility applications shall address the extent to which co-location will be allowed in the future. Co-location potential for small cell telecommunication facilities and structures is strongly preferred, and substantial proof will be required if it is not offered. Where co-location is planned, small cell telecommunication facilities and accessory equipment shall be designed structurally and electrically for multi-tenant on the initial installation. The submittal shall include:

- (1) Documentation of the number of other users that can be accommodated within the design parameters of the small cell telecommunication facility as proposed.
- (2) A statement indicating the owner's commitment to allow feasible shared use of the small cell telecommunication facility within its design capacity for co-location. This shall include a letter of intent committing the small cell telecommunication facility owner and his successors to allow co-location if a potential user agrees in writing to pay a reasonable charge. The letter of intent shall be submitted with the application for a new small cell telecommunication facility filed in the planning office prior to any permit being issued. New small cell telecommunication facility owners must demonstrate how co-location would potentially be situated on the structure.
- (3) Detailed construction plans or drawings prepared by an engineer licensed in the State of Mississippi certifying that the small cell telecommunication facility has sufficient structural integrity and equipment space to accommodate multiple users.

d. **Demonstration of Need.** No new small cell telecommunication facility shall be permitted unless the applicant provides supporting evidence that no existing small cell telecommunication facility can accommodate the applicant's proposed antenna. Supporting evidence may consist of any of the following conditions:

- (1) No small cell telecommunication facilities or structures are located within the geographic area required to meet the applicant's engineering requirements
- (2) Existing small cell telecommunication facilities or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment.
- (3) The applicant's proposed system would cause electromagnetic interference with the system on the existing small cell telecommunication facility or structure, or the system on the existing small cell telecommunication facility or structure would cause interference with the applicant's proposed system.
- (4) The fees, costs, or contractual provisions required by the owner to share an existing small cell telecommunication facility or structure or to adapt an existing small cell telecommunication facility or structure for sharing are unreasonable. Costs are considered reasonable if they conform to the standards of the industry or do not exceed a new small cell telecommunication facility.
- (5) The applicant demonstrates that other limiting factors render existing small cell telecommunication facilities or structures unsuitable

e. Placement.

- (1) Small cell telecommunication facilities shall be located and/or sited to be as unimposing as practical. The applicant shall demonstrate that through location, construction, design, or camouflage, the proposed facility will have a minimum visual impact upon the appearance of the existing support structure, adjacent properties, historic landmarks, historic landmark sites, historic districts, scenic areas, commercial districts, form-based districts, and residential use districts.
- (2) All small cell telecommunication facilities, support structures, and accessory equipment shall be located to avoid any physical or visual obstruction to pedestrian or vehicular traffic or any other location that would create safety hazards to pedestrians, cyclists, or motorists.
- (3) Starkville Utilities will determine if the use of any existing pole or structure within the right-of-way can be reasonably accommodated. The cost of upgrading any existing pole or structure with the right-of-way shall be reimbursed by the applicant at an agreed cost prior to installation of the upgraded pole or structure.
- (4) Starkville Utilities will determine if the proposed location has adequate electrical services for the placement of a small cell telecommunication facility on any existing pole or structure within the right-of-way. The cost of upgrading services to any existing pole or structure with the right-of-way shall be

reimbursed by the applicant at an agreed cost prior to the installation of the upgraded services.

- (5) For a proposed location to be eligible for a small cell telecommunication facility, adequate space for placement of underground equipment in the right-of-way shall be available. If it is determined by Starkville Utilities that adequate space is not available at that location, an alternative location shall be used.

f. Removal of Abandoned Small Cell Facilities and Structures.

- (1) Abandonment associated with small cell telecommunications facilities in the sections means that, following the placement of DAS and/or small cell technologies facilities (and associated accessory equipment) or support structures in the city pursuant to a permit issued to a provider or an applicant, any of the following has occurred:

- i For any reason the facilities cease to be used to transmit signals, data, or messages or otherwise be used for their intended purposes for a period of ninety (90) calendar days or more.
- ii The city revokes the permit for placement and use of those facilities due to nonpayment of applicable fees, the failure of the provider or applicant to comply with conditions in the permit, franchise agreement, or in Section 13.9.9.
- iii The provider or applicant fails to perform any of its responsibilities, obligations, and requirements in Section 13.9.9, the franchise agreement, or in the permit issued for the installation, construction, maintenance, use, or operation of the facilities, accessory equipment or support structures, and that breach remains uncured for a period of ninety (90) calendar days after the city provides written notice of the breach to the provider or applicant.

- (2) The owner shall notify the city within thirty (30) days of an abandonment happening, and the owner will remove the small cell telecommunication facility, antenna, and/or any support facilities within ninety (90) calendar days of cessation of operation. Shall the operator not inform the City of such abandonment, and if it is found to be abandoned by the City, the facilities must be removed within thirty (30) calendar days of receipt of notice by the City. The removal of abandoned antennas and small cell telecommunication facilities shall be the responsibility of the applicant company to whom the permit was issued or its successor company. After facilities are removed, the structure and site shall be restored to their original or improved condition.

3. Design Requirements

- a. Any deviation from the design requirements shall require special exception approval.

- b. The maximum dimensions for panel-style antennas shall be thirty (30) inches high and twelve (12) inches wide. The maximum dimensions for canister-style antennas shall be thirty (30) inches high and sixteen (16) inches in diameter.
 - c. All antennas shall be painted or colored to match the pole or structure.
 - d. When pole-mounted equipment is permitted, the equipment must be concealed within a single shroud or cabinet and must contain all the equipment associated with the facility other than the antenna including but limited to, the electric meter and disconnect switch. All cables and conduits associated with the equipment must be concealed from view, routed directly through the tapered metal pole, and underground between the pole and the ground-mounted cabinet. Wood poles must use conduit to conceal cables and wires from view.
 - e. Pole-mounted equipment cabinets may not extend more than twenty-four (24) inches from the face of the pole. No overhead cables, electric or otherwise, shall be permitted.
 - f. Standoff mounts for any equipment may not exceed four (4) inches.
 - g. No ground-mounted equipment shall be permitted within the right-of-way. Equipment shall be permitted only in underground box enclosures within the right-of-way.
 - h. All exposed wiring shall be placed in a conduit that is colored and textured to match the surface it is attached to.
 - i. The use of all available stealth technologies to incorporate the antenna and equipment into the pole and surrounding area shall be required.
- 4. Franchise and/or Joint Use Attachment agreements for other uses of right-of-way.** A franchise and/or Joint Use Attachment agreement approved by the Board of Aldermen shall be required to be in place prior to the installation of any small cell telecommunication facility within the right-of-way in the city of Starkville.
- 5. Approval Criteria**
- a. No adverse visual impact of the proposed small cell telecommunication facilities or accessory equipment.
 - b. The proximity of the small cell telecommunication facilities or antenna to adjacent structures and property.
 - c. Demonstration that the technical or engineering requirements limit the placement of the small cell facility or antenna in other areas to provide coverage.
 - d. Demonstration that suitable existing small cell facilities and other structures for location or co-location are not feasible.

- e. The design of the small cell telecommunication facilities and/or accessory equipment is inconspicuous as possible and reduces or eliminates any visual obtrusiveness.
- f. The selected location of the small cell telecommunication facility has adequate structural requirements, spatial requirements, and meets the design requirements.
- g. False representations in an application shall be grounds for denial of a permit.
- h. Appeal. Any decision by Starkville Utilities to deny an application for a small cell telecommunication facility that does not require a variance, waiver, use exception, or special exception may be appealed in accordance with Section 3.8.

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Section 13: Environmental

16.2 Sound and Noise

Violations of the regulations of this section relating to sound and noise are hereby declared to be and constitute a nuisance.

16.2.1 Noise in a Residential Zoning District

- ~~A~~ It shall be unlawful for any person to use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonograph, drum, sound-amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner as to create any sounds or noise which exceeds 80 db(A) during the hours of 6:00 a.m. until 9:00 p.m. or which exceeds 75 db(A) from 9:00 p.m. until 6:00 a.m. at any property line within a residential district or upon any public street or right of way within, or bordering upon, any residential district within the corporate limits of the city.
- ~~B~~ It shall be unlawful for any person to willfully make, cause or continue any noise which disturbs the peace or quiet of any residential district and which exceeds 80 db(A) during the hours of 6:00 a.m. until 9:00 p.m. or which exceeds 75 db(A) from 9:00 p.m. until 6:00 a.m. at any property line within a residential district or upon any public street or right of way within, or bordering upon, any residential district within the corporate limits of the city.
- A It shall be unlawful for any person, business, or responsible party to use, operate, or permit to be used or operated, any personal audio device, sound equipment, or produce any other sound within a residential zoning district or in any zoning district that immediately abuts a residential zoning district in excess of the following amounts at the designated times:

Receiving Property Within Residential District (RN, SD-2, SD-6, TN-N, TN-E, MDU-9, MDU-20, T-4, and Optional District with Residential Uses)				
	Weekdays 7 am to 9 pm	Weeknights 9 pm to 7 am	Weekend Days 8 am to 10 pm	Weekend Nights 10 pm to 8 am
Measured outside at any receiving property line within a residential district or upon any public street or right-of-way adjacent to a residential district	65 db(A) and/or 75 db(C) (Leq)	55 db(A) and/or 65 db(C) (Leq)	65 db(A) and/or 75 db(C) (Leq)	55 db(A) and/or 65 db(C) (Leq)

Observed inside from within any residential dwelling within a residential district that can be heard by a code enforcement officer and/or law enforcement officer	Plainly audible within any receiving property for a one (1) minute duration
Weekdays shall include: Monday, Tuesday, Wednesday, Thursday, and Friday	
Weeknights shall include: Sunday, Monday Tuesday, Wednesday, and Thursday	
Weekend Days shall include: Saturday, Sunday, and any City Holiday	
Weekend Nights shall include: Friday, Saturday, and any night preceding a City Holiday	

- B** For sound measured at the receiving property line or upon any public street or right-of-way, sound level limits are based on the Leq during the measurement interval, using a minimum measurement interval of 1 minute for a constant sound source, or a one-hour measurement for a non-continuous sound source.
- C** During a measurement interval, Lmax may exceed the exterior sound level limits shown in Section 16.2.2.A by no more than 15 dB(A).

16.2.2 Exceptions. The following are exempt from the requirements of this section:

- B Emergency and public work.** Noise or sound created in the performance of public service by governmental agencies or their contractors; emergency work engaged in by persons for the public safety, health, or welfare, or to restore a property to a safe condition following a public emergency; or work to restore essential public services, including construction activities directly related to the abatement of any emergency.
- C Noises from authorized activities.** Noise or sound created by air traffic at the George M. Bryan Airfield or associated with a hospital, approved special events, athletic games, recreational activities at a public park, or functions approved by the Board of Aldermen.
- D Sirens, horns, and whistles.** Noise or sound created by any siren, whistle, horn, or bell used by emergency vehicles or emergency management or used by motor vehicles and trains as warning devices to avoid collisions.
- E Bells or chimes.** Noise or sound created by any bells, chimes, or speakers for the production or reproduction of the sound associated with a clock or timekeeping device associated with a church, school, or municipal building.

- F Security alarms.** Noise or sound created by any security alarm or security device; provided, however, that no burglar alarm or security device shall sound for more than 15 minutes after being activated.
- G Construction activity or equipment.** Noise or sound created by any equipment associated with a permitted construction activity operating between the hours of ~~6:00 a.m. until 9:00 p.m.~~ **7 am until 9 pm.**
- H Outdoor power equipment.** Noise or sound created by any outdoor power equipment including but not limited to lawnmowers, grass trimmers, leaf blowers, etc. operating between the hours of ~~6:00 a.m. until 9:00 p.m.~~ **7 am until 9 pm on weekdays, and 8 am to 10 pm on weekends.**
- I Motor vehicles and trains.** Noise or sound created by the normal and usual operation of **unmodified** motor vehicles and trains. **An unmodified motor vehicle shall include any motor vehicle with a muffler in good working order and in constant operation to prevent excessive or unusual noise.**

Section 16: Environmental

16.9 Stormwater Management

16.9.1 Purpose

During rainfall, a portion of precipitation is either captured by plants or infiltrates into the ground; any remaining precipitation flows over the ground, typically to the nearest conveyance system. This remaining precipitation is known as stormwater runoff. In developed areas where there are high percentages of impervious surfaces, ~~especially when compared to undeveloped conditions,~~ a majority of precipitation becomes stormwater runoff. This increase in water flowing along the ground, rather than infiltrating into the soil, can cause localized and regional flooding due to the increased runoff volumes, velocities and flow rates. Furthermore, loss of infiltration due to impervious surfaces increases the ~~amount~~ **number** of pollutants and sediment that are transported downstream and can cause significant degradation both in manmade stormwater conveyance systems and natural conveyance systems (e.g. creeks, streams, channels).

The purpose of this article is to diminish threats to public health and safety caused by stormwater runoff; reduce economic losses to individuals and the community-at-large; and protect, conserve and promote the orderly development of land, water and all natural resources. The provisions of this article further regulate, guide and control:

- A.** The subdivision layout, new development, redevelopment, land disturbance activities, changes in ground cover, and improvement of lands located within the City of Starkville.
- B.** The construction of buildings and drainage of the sites on which structures are located, including parking and other paved surfaces.
- C.** The design, construction and maintenance of stormwater management facilities.
- D.** Any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City of Starkville.

16.9.2 General Criteria and Standards

- A. Applicability.** This article shall be applicable within the City of Starkville's jurisdictional area or to any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City and shall apply to:
 - 1. New development or redevelopment that is greater than or equal to one-half (1/2) acres and less than two (2) acres and having fifty (50) percent or greater impervious surface **as calculated based on a weighted average;**
 - 2. New development or redevelopment that is two (2) acres or greater;
 - 3. Land development activities that are smaller than the minimum applicability criteria established in ~~subsection i.ii.~~ **16.9.2.A.1 – 16.9.2.A.2** above, if such activities are part of a larger common plat (plan of development), even though multiple separate and distinct

land development activities may take place at different times on different schedules (such as a phased residential subdivision).

B. Exemptions.

1. The following development activities are exempted from this article: Existing, individual single-family residential lots less than ten (10) acres, provided that single-family lots that are part of a new subdivision or phased development project are not exempt from this article;
2. Additions or modifications to existing single-family structures;
3. Developments or redevelopments that are less than one-half (1/2) acre, provided they are not part of a larger common development plan;
4. Property that is part of an agriculture and forestry use as defined in Section 13.9.6.;
5. Land disturbing activities conducted for the purpose of restoration of streams, stream banks, riparian zones, or other environmentally protected areas; and
6. Repairs and/or construction deemed emergency in nature.

C. Mitigation of Excess Stormwater Runoff. The increased stormwater runoff resulting from the proposed development or redevelopment meeting the minimum applicability criteria of ~~subsection (1) in 16.9.2.A.~~ shall be mitigated by proper stormwater management facilities. Said mitigation will be designed so that the peak flows of stormwater runoff from the site, in the final condition in which it is proposed to be developed, will not exceed the rate of runoff from the site in its pre-development state for the 2-year, 10-year and ~~100~~ 25-year, 24-hour storm events.

D. Storage Capacity. Stormwater management facilities shall be designed with sufficient capacity to accommodate all runoff caused by the development in excess of that runoff which would occur from the site if left in its pre-development state. This ~~Stormwater~~ storage shall be sufficient to store all excess flows and volumes for the ~~2-year, 10-year and 100-year, 24-hour event~~ design storms of this ordinance. The stormwater management facilities shall be designed so that the peak flow rate at any exit point in the post- developed condition shall be less than or equal to the peak flow rate for that exit point in the pre-developed condition for the ~~2-year, 10-year and 100-year, 24-hour event~~ design storms of this ordinance.

1. Initial Storage Estimate: As part of a rezoning, conditional use, special exception, pre-application, or a preliminary plat, the City Engineer may require an initial storage estimate concurrent with NRCS TR-55, Chapter 6 Storage Volume for Detention Basins. If required, the resultant storage estimate should be relatively the same as that provided by the proposed detention/retention structure.

E. Downstream Runoff Analysis. An important consideration of a new development or redevelopment is the increased volume of water that is added to downstream areas. Even when peak flows have been properly attenuated at the discharge location, downstream flooding can still occur due

to increased duration of higher peak flow rates. These longer flow durations of higher flows can may combine with existing downstream flows to create flooding that may not have previously existed. A downstream analysis of the design events will be required based on the proposed development for the following conditions:

1. Developments between two (2) acres and twenty (20) acres will be required to perform a stormwater analysis subject to the standards of this ordinance at a point five-hundred (500) feet downstream or to a significant point of interest, as determined by the City Engineer, of the development for the required design events to ensure that the proposed increased runoff durations does do not create an increase in peak flow downstream that did not exist during pre-development. This analysis shall be based on the time of concentration of the overall basin draining to the point five-hundred (500) feet downstream, not just that of the proposed site.
2. Developments ten (10) twenty (20) acres or greater will be required to perform a "10% Rule" analysis, as described in the Georgia Stormwater Management Manual (current edition). In the event the downstream runoff analysis concludes a potential for increased peak flows downstream, the City Engineer may require further mitigation through additional or reduced stormwater management facilities or other methods to protect downstream properties.

F. Stormwater Management Facilities in Floodplains. If stormwater storage is provided within any floodplain a FEMA recognized special flood hazard area of any zone, no facility or storage volume may be provided below the 100-year base flood elevation (BFE) established for that floodplain. If not established, a study prepared by a design professional registered or licensed in the state of Mississippi utilizing standard engineering practices approved by FEMA may shall be submitted to determine the base flood elevation. A copy of this study shall be submitted to the City Engineer for review and approval. Special consideration may be given by the City Engineer if no alternate location of the stormwater management facility is practical.

G. Stormwater Bypass. Stormwater management facilities shall have adequate capacity to bypass, through the development, the existing flow from all upstream areas. Bypass conveyances should be designed such that they do not overtop or surcharge from the bypass system. Bypass flow should not be conveyed through proposed on-site stormwater management facilities unless otherwise approved by the City Engineer. A supplemental drainage report will be required that accounts for all upstream contributing areas and the flows that said areas impose on the proposed development. The bypass system shall be designed to convey runoff based on the following information: for the 100-year, 24-hour storm event.

1. For upstream contributing areas equal to or greater than twenty (20) acres, the bypass system shall be designed to accommodate, convey, and bypass the one-hundred (100) year storm event, based on existing upstream conditions.

~~2. For upstream contributing areas less than twenty (20) acres, the bypass system shall be designed to accommodate, convey, and bypass the one hundred (100) year storm event, based on existing upstream conditions. Flows in excess of the one hundred (10050) year storm event shall be conveyed to and accommodated in the on-site stormwater management facilities.~~

H. Drainage Way Protection. It shall be unlawful to dump trash, debris, landscape waste, and other deleterious materials in any and all drainage ways in the city.

I. Regulation of Flow Distribution. Detailed information shall be provided for each runoff exit point from the property which determines the pre-development flow distribution and location. Flow must exit the property in the post-developed condition in the same flow distribution and location as it exited the property in the pre-developed condition, to the greatest extent possible. In rare **and extenuating** circumstances where the flow distribution is increased at any given point, the post-development flow at that point shall not increase from its pre-development state, even if the entire site runoff collectively is less than pre-development unless otherwise approved by the City Engineer.

J. Connection to Existing Stormwater Facilities Structures. Where proposed stormwater runoff is to be connected to existing stormwater infrastructure, (e.g. storm sewer, open channel, box culvert, etc.), an analysis of the existing structure and its ability to convey additional runoff will be required **and shall be appropriately surveyed and modeled to accurately determine the impacts of the downstream system on the proposed system.** In the event the downstream infrastructure cannot convey the required runoff, the City Engineer may require further mitigation or improvement.

K. Redevelopments with Existing Impervious Surfaces. For redevelopments that require site plan approval, ~~and that have large quantities of existing impervious surfaces, such that post-developed conditions may:~~

- 1.** Decrease or maintain the current weighted curve number, it will be required to reduce the stormwater runoff to an amount of less than or equal to ninety-five (95) percent of the pre-development condition for **the 2-year, 24-hour storm event.**
- 2.** Increase the weighted curve number, it will be required to reduce the stormwater runoff to the lesser of the following unless approved otherwise by the City Engineer:
 - a.** Pre-development condition for the 2-year, 10-year, and 25-year, 24-hour storm events; or
 - b.** An amount of less than or equal to ninety-five (95) percent of the post-development condition for the 2-year, 10-year, and 25-year, 24-hour storm events.

~~For larger redevelopment sites where only a portion is being developed or redeveloped, when the new development area is twenty (20) percent of the total existing site area or less, only the new development area is to be~~

~~mitigated. Percentage of the site to be cumulative over a ten (10) year period if the site is redeveloped in multiple phases.~~

~~For redevelopments that require site plan approval, and that have large quantities of existing impervious surfaces, such that post-developed conditions may increase the weighted curve number, it will be required to reduce the stormwater runoff to the lesser of the following unless approved otherwise by the City Engineer:~~

~~3. pre-development condition; or~~

~~4. an amount of less than or equal to ninety-five (95) percent of the post-development condition.~~

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

L. Phased Development. For developments designed to occur in phases, the stormwater management facilities, including both conveyance and detention, shall be designed to individually comply with the regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications at the end of each phase such that the system would meet these requirements even if future phases do not occur. As additional phases develop, the stormwater management facilities may be expanded and modified to meet the requirements of future phases.

M. Regional Stormwater Management. The Drainage Plan for each land development project shall provide for stormwater management measures located on the site of the project unless provisions are made to manage stormwater by an offsite or regional facility. The City Engineer, with the approval of the Planning and Zoning Commission, may make allowance for an offsite or regional facility based on a development's location, lot size, percentage of the lot used, stormwater management facility design, and other factors that the City Engineer in their professional opinion may deem relevant. The offsite or regional facility, if applicable, must comply with the following:

1. The offsite or regional facility must be on property legally dedicated for the purpose and this purpose run with the land by filing either deed, easement, or plat;
2. For purposes of use, only developments contiguous to the offsite or regional facility or developments that have obtained legal and binding easements allowing the transfer of stormwater across all properties involved to gain access to the offsite or regional facility are eligible;
3. A drainage easement for the conveyance of stormwater to the regional facility is required; and
4. There must be a legally obligated entity responsible for the long-term operation, inspection, and maintenance of the offsite or regional facility.

N. Stormwater Management during Construction. Stormwater management shall be implemented during all stages of site development. Stormwater management facilities shall be implemented as part of the initial land disturbance activities and incorporated into the development's Stormwater Pollution Prevention Plan and Erosion Control Plan. Erosion control measures, such as stormwater retention devices or sediment traps, may be used as temporary stormwater management facilities during the development's construction process. At a minimum, a temporary stormwater management facility must be capable of managing runoff from the 2-year and 10-year storm events. Stormwater management facilities, permanent or temporary, must be properly maintained during all stages of site development.

16.9.3 Improvement Regulation

A. Required Information. A Drainage Plan shall be prepared and certified by a registered professional engineer licensed in the State of Mississippi and submitted with the plans for each proposed development. The stormwater report shall use the United States Department of Agriculture Soil Conservation Service (SCS) method for determining runoff rates and volumes, the TR-55 Method for time of concentration values, and shall follow the format and regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.

1. **Pre-development Calculations.** Calculations shall be provided which show the pre-development rate of runoff for the ~~2-year, 10-year, and 100-year, 24-hour event~~ **design storm events provided in this ordinance**. These calculations shall use the SCS Runoff Curve number method in accordance with the United States Department of Agriculture Soil Conservation Service Technical Release 55. The City Engineer reserves the right to allow alternate methods. Recommended curve number values can be found in the City of Starkville Standards of Design and Specifications and shall be in accordance with TR-55 **and shall be specific to on-site soil types determined through the USDA Web Soil Survey or through an appropriate number of on-site soil bores**. Precipitation frequency estimates should be obtained from the National Oceanic and Atmospheric Administration (NOAA) website.
2. **Post-development Calculations (without mitigation).** Calculations shall be provided which show the post-development rate of runoff for the ~~2-year, 10-year, and 100-year, 24-hour event~~ **design storms provided in this ordinance**. These calculations shall use the same methodology that is used to calculate the ~~existing pre-development~~ peak flow rates.
3. **Routed/Detained Calculations.** Calculations shall be provided which show the total planned release rate after detention has been ~~incorporated~~ **provided** for the ~~2-year, 10-year, and 100-year, 24-hour event~~ **design storms provided in this ordinance**. These calculations shall use the same methodology that is used to calculate pre-

development and post-development peak flow rates. The Rational Method shall not be used for detention, retention or storage design.

4. **Drainage Plan:** A comprehensive Drainage Plan shall be designed to safely and completely accommodate existing stormwater runoff, convey and detain handle the proposed stormwater runoff and to manage increased stormwater runoff. This plan shall adhere to the necessary documents, calculations, and guidelines set forth in this ordinance and in the City of Starkville Standards of Design and Specifications, and shall include and be designed based upon the following:

- a. For all stormwater management facilities, design hydrographs of inflow, outflow and routed/detained conditions for the 2-year, 10-year, and 100-year, 24-hour event peak flows design storms provided in this ordinance from the site under pre-development, post-development, and routed/detained conditions
- b. Time of concentration path including length, slope and type of flow (e.g. sheet, shallow-concentrated, channel, closed conduit, etc.) of flow. Calculation method for time of concentration shall be performed in accordance with the TR- 55 method. Furthermore, sheet flow shall not exceed one-hundred (100) linear feet for any time of concentration calculation for a post-development scenario and shall not include any flow paths representative of a natural or designed conveyance system including but not limited to curb and gutter, swales, ditches, graded channels, etc.

B. Stormwater Management Facilities: Stormwater management facilities, including detention and retention facilities, are designed primarily to detain increased runoff that occurs from development and additional impervious areas. These facilities must meet the requirements set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.

1. **Location of Facilities:** Stormwater management facilities, including detention and retention facilities, are designed primarily to detain increased runoff that occurs from development and additional impervious surfaces. These facilities must meet the requirements set forth in this ordinance and in the City of Starkville Standards of Design and Specifications. Surface stormwater management facilities (e.g. dry pond or retention pond) shall be located to the side or rear of a development to the greatest extent possible. If site conditions warrant the placement of the surface stormwater management facilities in the front of the development or along public right-of-way, it shall to the greatest extent possible serve as an aesthetic and landscape amenity through means including but not limited to gradual side slopes, shallow depths, enhanced landscaping, implementation of alternate best management practice methods, etc. Landscaping shall be appropriately designed to meet the landscape standards of this section.

2. **Maintenance of Facilities:** All improvements, including landscaping, shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the improvements. In the case of shared stormwater management facilities, the improvements shall be owned and/or maintained by the property owner's association of the development. A special note to this effect shall appear on any final plat of subdivision or any plat of condominium and their declarations. A property owner's association shall be formed by the developer in perpetuity for the maintenance of the improvements. Membership shall be mandatory for all property owners. Articles of agreement of the property owner's association must be approved by the Board of Aldermen of the City of Starkville before recording. When problems arise due to inadequate maintenance, the City Engineer or his designated agent of the City of Starkville may inspect the improvements and compel the correction of the problem by issuing a written notice of violation to the owner of the property. If remediation of the violation and/or restoration of affected property is required, the notice shall set forth a deadline of thirty (30) days within which such remediation or restoration must be completed. In accordance with the authority of the municipality granted by MCA 1972 § 21-17-5, said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.
3. **Inspection of Facilities:** The City Engineer or his designated agent shall inspect all stormwater management facilities while under construction. All stormwater management facilities located on private property shall be accessible at all times for inspection by the City Engineer or other responsible public official. A final inspection by the City Engineer or his designated representative is required before the release of any certificates of occupancy or performance securities can occur.
4. **As-built Documentation.** Upon completion of a project or a phase of a phased project, the ~~registered landscape architect or~~ licensed professional engineer is responsible for submitting a signed/stamped certification that the completed project is in accordance with the approved Drainage Plan. All applicants are required to submit actual "as-built" plans for any stormwater management facilities or practices after final construction is completed. See the City of Starkville Standards of Design and Specifications for as-built documentation requirements.

16.9.4 Miscellaneous

- A. **Penalties for Violation.** Any responsible party found to be in violation of any of the terms and provisions of this article shall be notified in writing of the violation. If remediation of the violation and/or restoration of affected property

is required, the notice shall set forth a deadline of thirty (30) days within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof and a civil penalty of not more than \$500.00 per day of continuing violation shall be charged to the violator. In addition, the City may issue stop work orders on any Development that fails to remediate stormwater violations, and reserves the right to pursue any and all additional remedies allowed by law.

- B. Validity.** If any term or provision of this article shall be held to be unconstitutional or otherwise unenforceable, the remainder thereof shall not be affected thereby and shall remain in full force and effect.
- C. Conflict.** All ordinances heretofore adopted on the subject which are in conflict herewith are hereby repealed and the application of this article as will not be contrary to the public interest.
- D. Variance.** All variances from the requirements of this section shall be reviewed in accordance with Section 3.7 by the Board of Adjustments and Appeals.
- E. Maintenance Access Easements.** The owner or responsible party must ensure access from a public right-of-way to the stormwater management facilities. A permanent access easement shall be secured to ensure access to the stormwater management facilities to perform regular inspection, maintenance, and repairs. Such access shall be sufficient for all necessary equipment for maintenance activities and repairs. All such easements shall be noted on any plat, survey, site plan, or other application or map provided to the City of Starkville for any purpose.

Section 17: Building and Housing Code

17.3 Building Permits

17.3.1 Permits Required

A Residential Building Permits

1. Permitting required:

- a. Any addition or alteration in excess of two thousand and five hundred dollars (\$2,500).
- b. Any dwelling units including accessory dwellings regardless of square footage.
- c. Any addition, alteration, modification, or improvement that includes electrical, plumbing, and/or structural work.
- d. Re-roofing ten thousand dollars (\$10,000) or greater.
- e. Detached accessory structures not used for human habitation/dwellings up to one hundred (100) square feet when located within a floodplain.

2. Exempt from permitting:

- a. Re-roofing under ten thousand dollars (\$10,000).
- b. Fences
- c. Platforms, walks, decks, and driveways not exceeding thirty (30) inches above grade.
- d. Detached accessory structures not used for human habitation/dwellings up to one hundred and twenty (100) square feet, unless the accessory structure is located within the floodplain then a permit is required for accessory structure one hundred (100) square feet or larger
- e. Prefabricated above ground swimming pools, twenty-four (24) inches in depth, and do does not exceed five thousand (5,000) gallons.
- f. Retaining walls four (4) feet foot or less in height.
- g. Direct window replacement with no structural changes.
- h. Painting, papering, tiling, carpeting, installation of cabinets or countertops, and similar finish work.

Section 18: Definitions

A

Accessory Equipment (small cell telecommunications) - Any equipment other than an antenna that is used in conjunction with DAS and/or small cell technology facility arrangements. This equipment may be attached to or detached from a DAS and/or small cell technology wireless support structure, and includes, but, is not limited to, cabinets, optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment on a support structure. The term does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber optic cable that is between wireless, support structures or utility poles or coaxial or fiber optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

Antenna - Communications equipment that transmits and receives electromagnetic radio signals, is attached to a DAS and/or small cell technology wireless support structure, and is used to communicate wireless service.

D

Db(C) - The unit of measurement for the total sound level of all noise as measured with a sound level meter using the C-weighted network.

E

Employee - Any person employed on a temporary, part-time, or full-time time basis or as an independent contractor performing services for an individual or company or any parent or subsidiary of the company.

L

Leq - The equivalent sound level, which is the constant sound level in a given time period that conveys the same sound energy as the actual time-varying A-weighted sound. The applicable time period for the Leq must be specified.

LMax - The maximum sound level over a measurement interval is determined by using a sound level meter set to "Fast" response time.

N

Noise - (see Sound)

P

Personal Audio Device - A portable sound reproduction device normally and customarily used for personal purposes including but not limited to a radio, musical instrument, television, phonograph, drum, sound-amplifying equipment, or device which produces or reproduces sound, either stationary or mobile. For the purposes of this definition, such term shall include a sound reproduction device installed in or operated from a motor vehicle whether or not portable.

Plainly Audible Sound - Any sound for which any of the content of the sound, such as but not limited to comprehensible musical rhythms, that can be heard by a code enforcement officer and/or law enforcement officer with their unaided hearing faculties. For the purpose of the enforcement of this code, the detection of any component of music, including but not limited to the rhythmic bass by a code enforcement officer and/or law enforcement officer with their unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for either a code enforcement officer or law enforcement officer to determine the title, specific words, or artist of such music. In the case of motor vehicles, the detection of the sound of a muffler or of an exhaust by a code enforcement officer and/or law enforcement officer with their unaided hearing faculties is sufficient to verify plainly audible sound. Plainly audible sound does not require measurement with a sound level meter

R

Receiving Property - Real property, including but not limited to buildings, grounds, offices, and dwelling units, from which sound levels from sound sources outside such property may be measured. For the purposes of this definition, individual offices or dwelling units within a building may constitute a receiving property.

Responsible Party - A venue manager, venue owner, sound engineer, or other person authorized to make decisions regarding the use of sound equipment.

Right-of-Way - The surface and space in, upon, above, along, across, over, and below any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, sidewalks, and bicycle lanes, including all public utility easements, as the same now or may hereafter exist, that are within the city's corporate boundaries and under the jurisdiction of the city. This term shall not include any property owned by any person or entity other than the city or state.

S

Sound - An oscillation in pressure, stress, particle displacement, particle

velocity, etc. in a medium with internal forces, or the superposition of such propagated oscillation which evokes an auditory sensation.

Sound Level Meter - Any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and which complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983, as amended.

Stealth Technology - Method(s) of concealing or minimizing the visual impact of a DAS and/or small cell telecommunication facility (and associated accessory equipment) and support structure by incorporating features or design elements which either totally or partially conceal such facilities or equipment. The use of these design elements is intended to produce the result of having said facilities and associated structures blend into the surrounding environment and/or disguise, shield, hide or create the appearance that the facilities are an architectural component of the support structure

Support Structure or DAS and/or Small Cell Technology Wireless

Support Structure - A freestanding structure designed or used to support, or capable of supporting, DAS and/or small cell technology facilities, including, but not limited to, utility poles, street light poles, traffic signal structures, rooftops, attics, or other enclosed or open areas of a building or accessory structure, a sign, or a flag pole.



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: February, 7 2023
PAGE: Page 1 of 43

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 327 Lafayette St. Starkville, MS 39759 with the parcel number 102A-00-107.00 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 327 Lafayette St. Starkville, MS 39759 with the parcel number 102A-00-107.00 was performed on Friday, December 2, 2022, re-inspection on Wednesday December 15, 2022, and a third inspection was done on Tuesday, January 10, 2023, by Code Enforcement Officer Sarah Perez. All 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 Tuesday, Jan. 10, 2023. Notification letters of the public hearing were sent Tuesday, Jan. 10, 2023 to the property tax payer/owner *John Moore 329 Lafayette 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 the building, located at 327 Lafayette St. Starkville, MS 39759 with the parcel number 102A-00-107.00, 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.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

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 structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stench, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stench.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 1/31/2023

Tax Year 2022
Records Last Updated 1/30/2023

PROPERTY DETAIL			
OWNER	MOORE JOHN		ACRES : **NA**
	329 S LAFAYETTE		LAND VALUE : 12000
	STARKVILLE MS 39759		IMPROVEMENTS : 1000
			TOTAL VALUE: 13000
			ASSESSED : 1950
PARCEL	102A-00-107.00		
ADDRESS	327 LAFAYETTE		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	107.46	0.00	107.46
CITY	58.75	0.00	58.75
SCHOOL	128.70	0.00	128.70
TOTAL	294.91	0.00	294.91
Pay Taxes			
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 10 CITY BLK 55		
HOMESTEAD CODE	None	935/469	
TAX DISTRICT	5110	MAP 102A DB/PG 566/692 711/538	
PPIN	002894		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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Oktibbeha County, MS

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

Oktibbeha County Tax Assessor/Collector
Allen Morgan

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066
Date Printed: 12/2/2022

DPIN:	2894
PARCEL_ID:	1024-00-107.00
OWNERNAME:	MOORE JOHN
ADDRESS1:	229 S LAFAYETTE
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39760
SECTION:	03
TOWNSHIP:	T8N
RANGE:	T4E
LEGAL1:	LOT 10 CITY BLK 06
LEGAL2:	
LEGAL3:	
TAX_DIST:	5110
REGION:	98
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	12000
UNCULT_VAL1:	0
UNCULT_VAL2:	0
LAND_VAL:	13000
IMP_VAL1:	0
IMP_VAL2:	1000
TOTALVALUE:	13000
EXEMPT_DED:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	



City of Starkville, MS

101 E. Lumbkin St.

Starkville, MS 38759

Phone: (662) 323-4847

FIRST NOTICE OF VIOLATION

John Moore
329 S Lafayette
Starkville, MS 38759

Case No. 22-000027
Issued: December 02, 2022

VIOLATION LOCATION

329 Lafayette,
Starkville, MS 38759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on December 02, 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 December 14, 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:

A handwritten signature in black ink, appearing to be "SP", written over a horizontal line.

Sarah Perez, Code Enforcement Officer

RECIPIENTS: John Moore

Violations Listing

Unsafe Structures and Equipment (JPMC 2021 Section 111)

Reported By: Sarah Potts on Dec 02, 2022 at 4:03 PM

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

CORRECTION

DESCRIPTION

Unsafe Structures

REQUIRED

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.



The photographs below were taken by Officer Sarah Perez at the first inspection on Friday December 2, 2022, at approximately 14:39.

Call # 22-047613
Date/Time 12/02/2022 14:39:34
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
329 LAFAYETTE

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:39:34	14:39:34	15:00:17		

Notes

12/2/2022 2:59:46 PM	PEREZ, S	JUNK VEHICLES AEROSTAR A32095 VIN/1FMCA11U3LZB06262, 1983 CHEV C10 559801 VIN/1GCDC14H5DF315443
12/2/2022 3:00:07 PM	PEREZ, S	DILAPIDATED STRUCTURE

(FRONT OF PROPERTY WEST SIDE OF THE PROPERTY)



(RIGHT SIDE OF PROPERTY SOUTH SIDE OF THE PROPERTY)





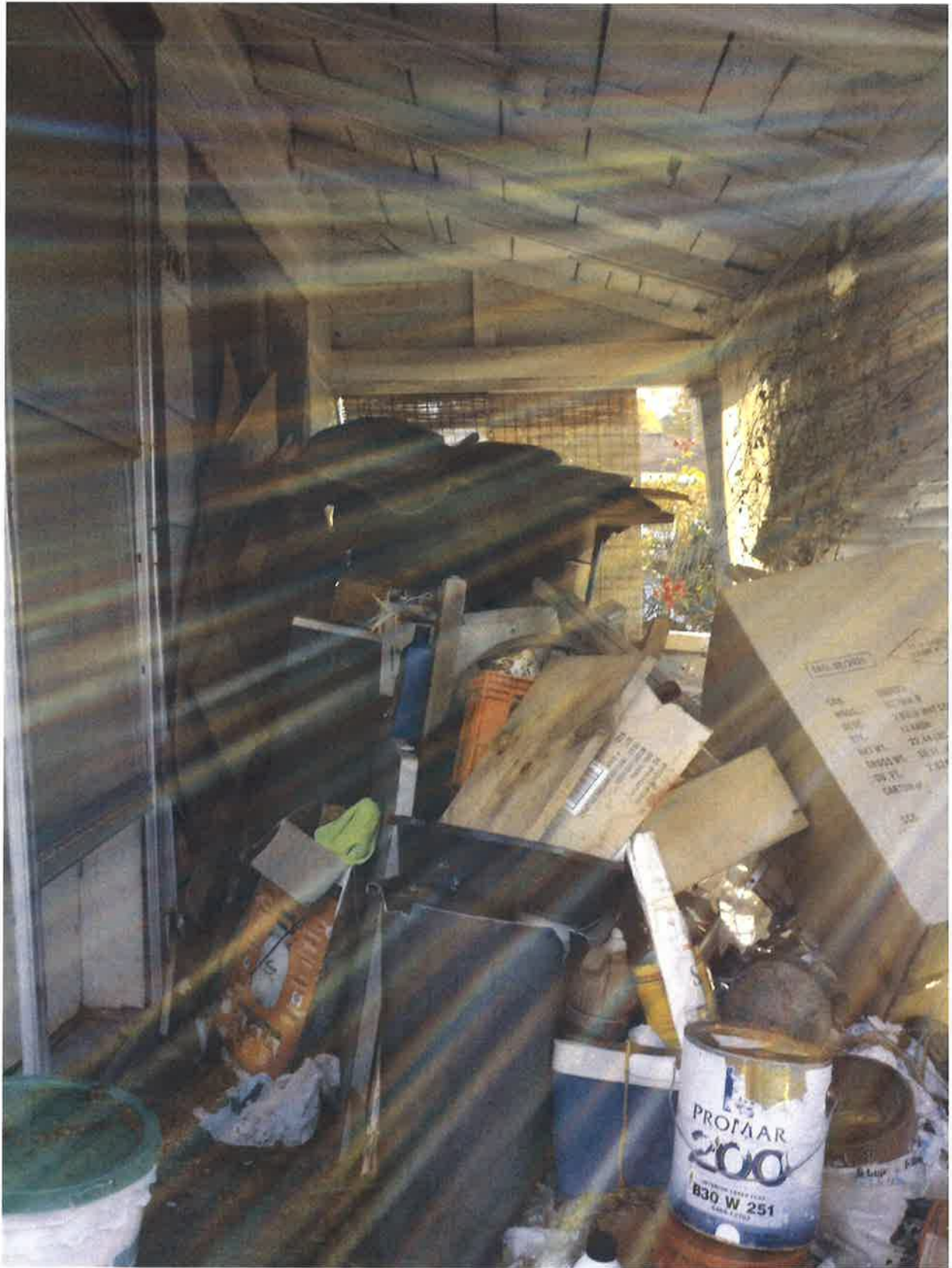


(BACK OF PROPERTY EAST SIDE OF THE PROPERTY)



(LEFT SIDE OF PROPERTY NORTH SIDE OF THE PROPERTY)







(STORAGE SHED BEHIND THE HOUSE)





The photographs below were taken by Officer Sarah Perez at the second inspection on Wednesday, December 15, 2022, at approximately 09:04.

Calls For Service

Call # 22-049247
Date/Time 12/15/2022 09:04:37
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

327 LAFAYETTE ST

Officer Information

Badge - Name
 PEREZ, S

Dispatched	Arrived	Cleared	De-Assign	Case Number
09:04:37	09:04:37	09:10:45		

Notes

12/15/2022 9:10:35 AM PEREZ, S

PHOTOS TAKEN

(FRONT OF PROPERTY WEST SIDE OF THE PROPERTY)



(RIGHT SIDE OF PROPERTY SOUTH SIDE OF THE PROPERTY)









(BACK OF PROPERTY EAST SIDE OF THE PROPERTY)



(LEFT SIDE OF PROPERTY NORTH SIDE OF THE PROPERTY)







(STORAGE SHED BEHIND THE HOUSE)







The photographs below were taken by Officer Sarah Perez at the third inspection on Tuesday, Jan. 10, 2023 at approximately 17:03.

(CALL CARD IF AVAILABLE)

Call # 23-001109
Date/Time 01/10/2023 17:33:12
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
 327 LAFAYETTE

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	17:33:12	17:33:12	17:35:05		

Notes

1/10/2023 5:34:48 PM	PEREZ, S	POSTED PUBLIC HEARING NOTICE
1/10/2023 5:34:55 PM	PEREZ, S	PHOTOS TAKEN

(FRONT OF PROPERTY)



(RIGHT SIDE OF PROPERTY)





(BACK OF PROPERTY)



(LEFT SIDE OF PROPERTY)





(STORAGE SHED BEHIND THE HOUSE)



Photographs below were taken by Officer Sarah Perez on Tuesday, Jan. 10, 2023, at approximately 16:40. 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 CARD)

Call #	23-001103	Dispatcher	PEREZ, S
Date/Time	01/10/2023 16:40:23	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 MAIN ST WEST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	16:40:23	16:40:23	16:41:20		

Notes

1/10/2023 4:40:57 PM PEREZ, S

POSTED LETTERS OF PUBLIC HEARING NOTICE

John Moore
329 Lafayette St.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102A-00-107.00
327 Lafayette St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **February, 7 2023**, 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

(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



John Moore
329 Lafayette St.
Starkville, MS 39759

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327 Lafayette St. Starkville, MS 39759

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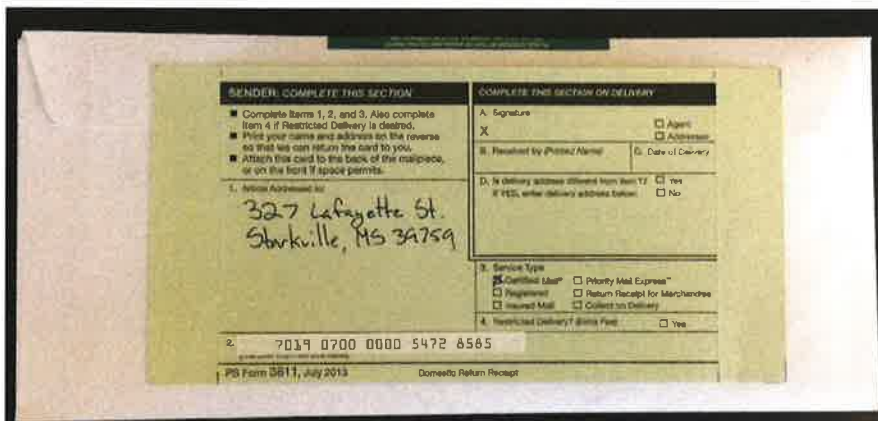
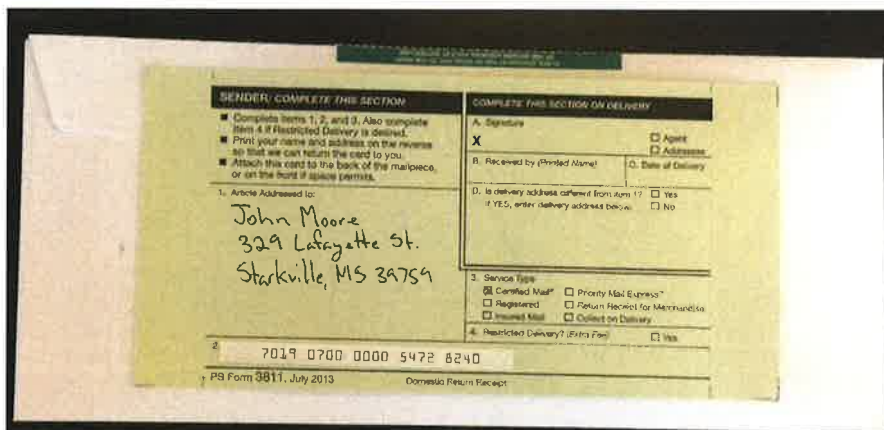
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If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662) 323-4347.

(POSTED ON THE FRONT OF THE PROPERTY)



(PHOTOS OF CERTIFIED MAIL SENT)



Photographs below were taken by Officer Sarah Perez on Thursday, Jan. 19, 2023 at approximately 10:23.

(CALL CARD)

Call #	23-002397	Dispatcher	BAPTIST, B
Date/Time	01/19/2023 10:23:25	Disposition	NO ACTION
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

327 LAFAYETT ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:23:25	10:23:25	10:37:48		
NASH, A	10:24:05	10:24:06	10:43:52		

Notes

1/19/2023 10:36:20 AM	PEREZ, S	PHOTOS TAKEN
1/19/2023 10:37:36 AM	PEREZ, S	SPOKE WITH MR. MOORE HE STATED HE HAS SOMEONE COMING THE FIRST OF FEB. TO DEMO BOTH STRUCTURES

(FRONT OF PROPERTY)



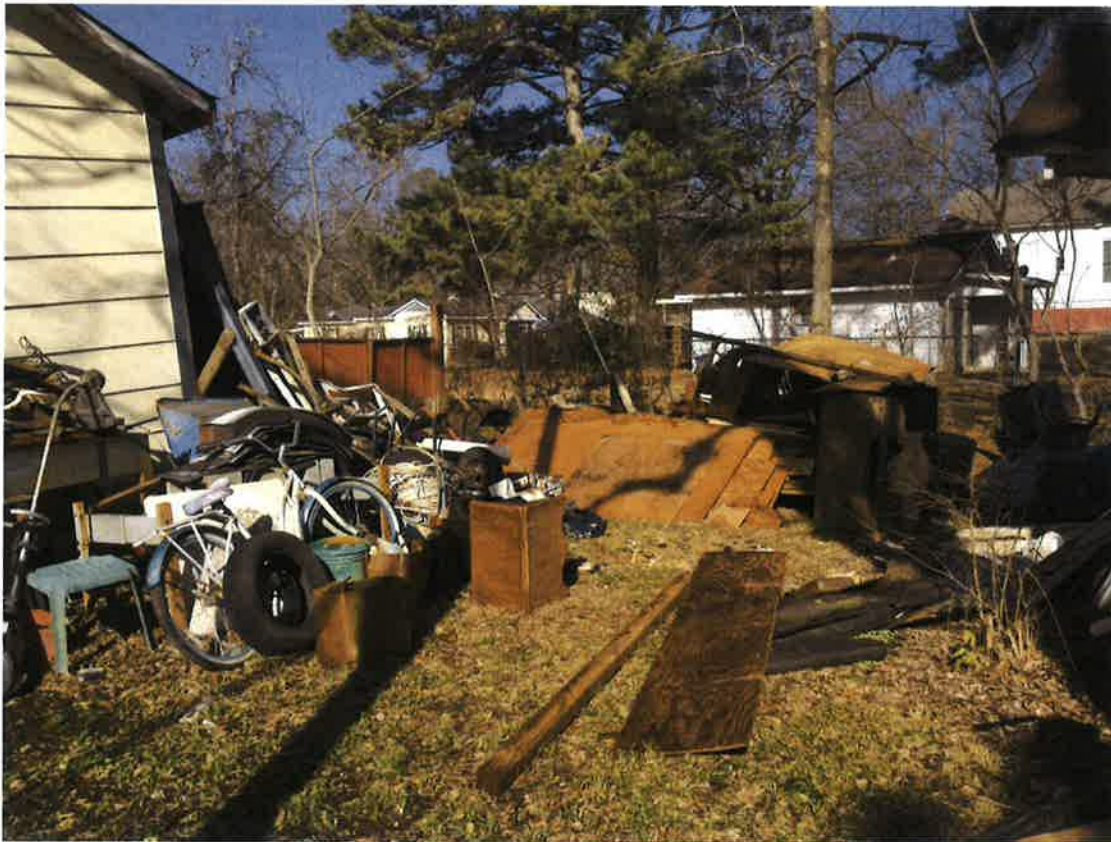


(RIGHT SIDE OF PROPERTY)





(BACK OF PROPERTY)



(LEFT SIDE OF PROPERTY)





(STORAGE SHED BEHIND THE HOUSE)





Mr. John Moore has made a substantial amount of progress on removing items from both buildings. Mr. Moore stated that he has someone bringing equipment to demo the buildings around the first of February. Mr. Moore has also had a bin brought to the property and has been clearing out all of the items from the property.

On January 31, 2023 Mr. John Moore contacted me to inform me of a set back in his original plan. Mr. Moore stated that the equipment is due to arrive on February 1, 2023 however, he contacted Atmos gas company to have the gas turned off and the meter removed. Atmos gas stated they would not be able to get there for 20 days. So due to this issue Mr. Moore has requested an extension to the timeline.



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Jan. 3, 2023
PAGE: Page 1 of 26

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 111 Roosevelt Taylor Sr. St. Starkville, MS 39759 previously known as 111 Beattie St. Starkville, MS 39759 with the parcel number 118O-00-251.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by Candice Lasha Hunt
280 Northern Ave. Apt. 26-A
Avondale Estates, CA 30002

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Thursday, Dec. 7, 2022, at approximately 1455.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez's request on Thursday, Dec. 8, 2022, at approximately 1150 and deemed the structure at 111 Roosevelt Taylor Sr. St. dilapidated.
3. Violation notice was created by Officer Sarah Perez on Thursday, December 8, 2022, at approximately 1807 and mailed to the property owner.
4. A second inspection performed by Code Enforcement Officer Sarah Perez, was done on Monday December 19, 2022, at approximately 1003. Property was still in violation with no apparent change.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 111 Roosevelt Taylor Sr. St. Starkville, MS 39759 previously known as 111 Beattie St. Starkville, MS 39759 with the parcel number 118O-00-251.00 is a menace to the public health, safety, and welfare of the community.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

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 structure or equipment, as defined and regulated by the adopted technical codes of Section 17, 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.

111 Roosevelt Taylor Sr. St. Starkville, MS 39759, previously known as 111 Beattie St. Starkville, MS 39759, Oktibbeha County Property Link public tax information.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 12/12/2022

Tax Year 2022

Records Last Updated 12/9/2022

PROPERTY DETAIL			
OWNER	HUNT CANDICE LASHA	ACRES :	**NA**
	230 NORTHERN AVE APT 26-A	LAND VALUE :	9000
		IMPROVEMENTS :	2640
	AVONDALE ESTATES CA 30002	TOTAL VALUE:	11640
		ASSESSED :	1746

PARCEL 1180-00-251.00

ADDRESS 111 BEATTIE ST

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	96.22	0.00	96.22
CITY	52.61	0.00	52.61
SCHOOL	115.24	0.00	115.24
TOTAL	264.07	0.00	264.07

[Pay Taxes](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 7 G CITY BLOCK 15
HOMESTEAD CODE	None		MAP 1180 DB/PG 541/717 2006/64
TAX DISTRICT	5110		04
FPIN	006153		B 2006 P 6404 09/14/2006
SECTION	34		
TOWNSHIP	19N		
RANGE	14E		

Book 2006

Page 6404

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
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 page 1, Thursday, December 8, 2022.

FIRST NOTICE OF VIOLATION

Candice Lasha Hunt
280 Northern Ave Apt 26-a
Avondale Estates, GA 30002

Case No. 22-000632
Issued: December 08, 2022

VIOLATION LOCATION

111 Roosevelt Taylor,
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on December 08, 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
December 19, 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 Pensz, Code Enforcement Officer

RECIPIENTS: Candice Lasha Hunt

Violations Listing

Unsafe Structures and Equipment (PMAC 2021 Section 11 f)

Reported By: Sarah Perez on Dec 07, 2022 at 1:40 PM

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

CORRECTION	DESCRIPTION
Unsafe Structures REQUIRED	An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
	

The photographs below were taken by Officer Sarah Perez at the first inspection on Wednesday, December 7, 2022, at approximately 1455.

Call # 22-048274
Date/Time 12/07/2022 14:55:59
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

111 ROOSEVELT TAYLOR SR ST

Officer Information

Badge - Name

PEREZ, S

Dispatched

14:55:59

Arrived

14:55:59

Cleared

14:56:32

De-Assign

Case Number

Notes

12/7/2022 2:56:23 PM PEREZ, S

PHOTOS TAKEN OF DILAPIDATED PROPERTY

(FRONT OF PROPERTY EAST SIDE OF THE PROPERTY)









(RIGHT SIDE OF PROPERTY NORTH SIDE OF THE PROPERTY)





(BACK OF PROPERTY WEST SIDE OF THE PROPERTY)







(LEFT SIDE OF PROPERTY SOUTH SIDE OF THE PROPERTY)







The photographs below were taken by Officer Sarah Perez at the second inspection on Monday, December 19, 2022, at approximately 1003.

Call # 22-049650
Date/Time 12/19/2022 10:03:12
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

111 ROOSEVELT TAYLOR SR. ST.

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:03:12	10:03:12	10:13:07		

Notes

12/19/2022 10:03:27 AM PEREZ, S

TAKING PHOTOS

(FRONT OF PROPERTY EAST SIDE OF THE PROPERTY)













(RIGHT SIDE OF PROPERTY NORTH SIDE OF THE PROPERTY)





(BACK OF PROPERTY WEST SIDE OF THE PROPERTY)





(LEFT SIDE OF PROPERTY SOUTH SIDE OF THE PROPERTY)







AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: February 7, 2023
PAGE: 1

SUBJECT: Consideration of a board order to provide Tax Assessor, Allen Morgan, with the authority to tax the parcel located at 755 Cambridge Drive with the PPIN number 7455 in proportion to the percentage of the property that resides in the city with the city tax rate. This parcel was inadvertently split during the annexation process. Mr. Havelin has calculated that as the lot being 28% ($\$45,000 \times .28 = \$12,600$) inside the city and the improvements i.e. house, being 43% inside the city improvements ($\$172,270 \times .43 = \$74,076.10$).

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 662-648-9706

SUGGESTED MOTION:

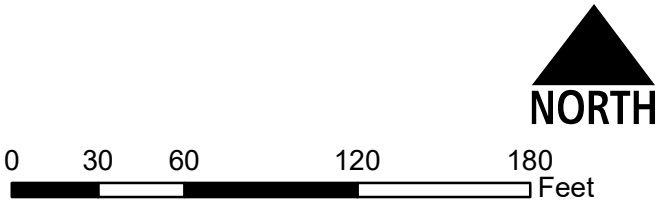
Move approval of the board order to authorize the percentage of tax valuation reflect a tax obligation of 28% of the value of the land and 43% of the value of the to be submitted to the Oktibbeha County Tax Assessor for his consideration and determination.

755 Cambridge Drive



Legend

-  Property
-  Oktibbeha_Parcel_2022
-  City Limits



101A-00-045.00	Card	1 of 1
Alt:	Map:	
TD 2110	STR 01 18N 14E Block	
755	CAMBRIDGE DR	
Field work by	/00/	

Date Printed 09/07/2022
Oktribbeha County Tax Assessor
Card 1 of 1
PPIN 7455

GULF HOLDINGS LLC
P O BOX 5279
BRANDON

BRANDON	MS	39047
Exempt Code		
PT SE4	SE4 BETWEEN	EDINBOROUGH
DR & CAMBRIDGE	DR	
2015/1823	2017/19785	2020/1675
MAP 101A	DB/PG	769/95
DEED-2020	1675	02/21/2020
DEED-2017	9785	12/21/2017
DEED-2015	1823	03/12/2015
DEED-2007	2003	02/14/2007

Land Value	Buildings Total Value	MAP 101A DB/PGR	769/95	769/95	02/21/2007	02/21/2003
45000	17270	DEED-2020	1675			
		DEED-2017	9785			
		DEED-2015	1823			
		DEED-2007	2003			

Lot Size	Acres Use Code
	1110

ALL Type	Size	Price	D/F	Adj	Desc	\$/ft	Value C						

Bld Type	1.00X	45000			Base Area	Adjust Base Rate	Adjusted Cost per Ft	45000 1					

1 RESIDENCE		SLAB H/B- A	158		1750 90	39.05 4.89	61.70 4.89	72.19 5.72	Replace Cost	Year % Buil	Value	SL C	Old Value
2 PATIO									175265 515	98 98	2016 2016	171760 510	98 95 1 160010 470

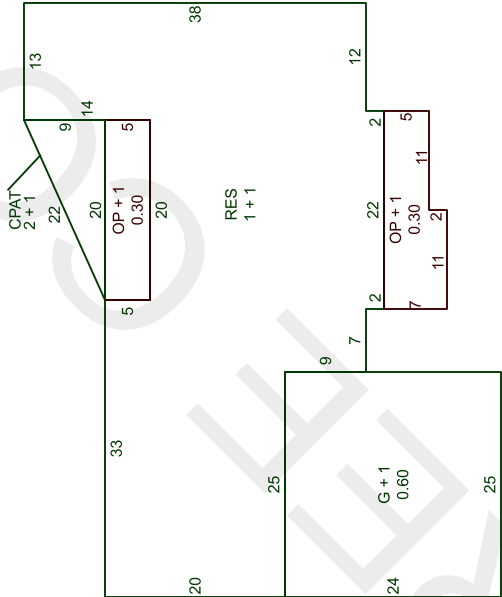
Exterior walls			Roof Type		Roof Material		Floors						

1 BRICK VENEER	38	GABLE			8 ASP SHINGLE HD		5	HARD WD/CPT & U	12	1	H&AC W/DUC	7332	
Interior walls			Interior Ceiling		Plumbing Electricity		Adjustments						

1 DRYWALL	30				GOOD	11	MAXIMUM 5						

PARCEL	101A-00-045.00
CARD	01
DATE	4/20/2017
FILE	101A-00-045_0001
SCALE: 1" = 20'	GRID-STEP: 1'

Bldg/Area	Actual	Adjust
Bldg 1: RES Base Heat x	1750	1750
Garage x 0.60	600	360
Porch_Open x 0.30	132	40
Porch_Open x 0.30	100	30
Total Base Heat Area =	1750	0
Total Upper Heat Area =	1750	0
Total Base Area =	1750	2180
Total Adjusted Area =		
Bldg/Area	Actual	Adjust
Bldg 2: CPAT Base Heat x	90	90
Total Base Heat Area =	90	0
Total Upper Heat Area =	90	0
Total Base Area =	90	90
Total Adjusted Area =		





Lynn Spruill <l.spruill@cityofstarkville.org>

Annexation Issue: 755 Cambridge Drive

Daniel Havelin <d.havelin@cityofstarkville.org>

Wed, Nov 16, 2022 at 4:25 PM

To: Chris Latimer <clatimer@mitchellmcnutt.com>, Lynn Spruill <l.spruill@cityofstarkville.org>

Chris,

Attached is an aerial showing the property as a whole with the city limit line crossing it. I have also attached the PRC from the county that has the taxing information for the land and structure. Approximately 28% of the lot and 43% of the existing home are within city limits. The name shown on the tax card is "Gulf Holdings LLC" which doesn't show up on the Secretary of State's website. I did a little digging on the name of the caller and found another llc with the same name as the caller and the same address that is on the tax card. That information is shown below. Let me know if you need anything else from me.

Caller:

Justin Barnard
1576 Old Fannin Road
Brandon, MS 39047
601-720-1198

Tax Card info:

Gulf Holdings LLC
PO Box 5279
Brandon, MS 39047

Daniel Havelin, AICP, PLA
City Planner, City of Starkville
110 West Main Street | Starkville | MS 39759-2823
Ph: 662.323.2525 ext: 3136
Planning | Unified Development Code | Zoning Map | Applications

2 attachments **101A-00-045_00_PRC Report.pdf**
99K **755 Cambridge.pdf**
1581K



Lynn Spruill <l.spruill@cityofstarkville.org>

tax calculations on 755 Cambridge

Lynn Spruill <l.spruill@cityofstarkville.org>

Tue, Dec 27, 2022 at 11:56 AM

To: "AMorgan@GTPDD.com" <AMorgan@gtpdd.com>

Mr. Morgan,

I am attaching the information that we have provided to the taxpayer regarding his property vis a vis the city and the county tax obligations.

He was inadvertently split during the recent annexation of the property into the city. The percentages are as follows: Approximately 28% of the lot and 43% of the existing home are within city limits.

Hopefully this will help with the determination of the tax properly owed on his land.

Best Regards

D. Lynn Spruill
Mayor
City of Starkville

splitparcel755 Cambridge.pdf
1581K



Lynn Spruill <l.spruill@cityofstarkville.org>

tax calculations on 755 Cambridge

amorgan@gtpdd.com <amorgan@gtpdd.com>

Thu, Dec 29, 2022 at 2:43 PM

To: Lynn Spruill <l.spruill@cityofstarkville.org>

Cc: jbarnard@barnardequipment.com

Mayor Spruill,

The 2022 Starkville Annexation lists this property located at 755 Cambridge Drive (PPIN #7455) as being one of the properties in the annexed area. According to the deed we are talking about 1.10 acres. The current way the line is drawn, most of the lot is located in the county and about half of the house. Our tax districts are coded for district & county or district & city. Currently I have a board order to collect the City Of Starkville taxes on this property. If a change is needed, please let me know, I will need a board order to make a change.

Best regards,

Allen Morgan / Oktibbeha County Tax Assessor-Collector

Lynn Spruill

Sent: Thursday, December 29, 2022 9:43 AM**To:** amorgan@gtpdd.com**Cc:** jbarnard@barnardequipment.com**Subject:** Re: tax calculations on 755 Cambridge

Mr. Morgan,

Their water and other utilities such as electric and sewer will come from other sources since they are in certificated areas that have precedence over Starkville's annexation. They are currently still getting their sanitation services from the county.

I am waiting to hear back from the property owner on their preferences for city vs county services. If their preference is for city services, then they will be receiving fire and police services through E911. The other services are utilities and as you know are paid for through the enterprise funds (rather than the general fund) and are not eligible for city services based on the existence of the superseding entities.

I have copied the taxpayer, Mr. Barnard, on this email so that he will have your contact information and can contact you directly to work this out.

Happy New Year.

Best Regards



Lynn Spruill <l.spruill@cityofstarkville.org>

tax calculations on 755 Cambridge

Lynn Spruill <l.spruill@cityofstarkville.org>

Tue, Jan 24, 2023 at 5:28 PM

To: Justin Barnard <jbarnard@barnardequipment.com>

Bcc: l.spruill@cityofstarkville.org

I consulted with our annexation expert and he indicated that this was not that unusual and the tax collector was the final arbiter on the amount owed. I can probably get a board order that reflects a division of the property at a tax obligation percentage we can approve. But we can't take you out of the city limits in terms of a simple board order to do so.

Regards,

Lynn
Sent from my iPhone

On Jan 24, 2023, at 17:21, Justin Barnard <jbarnard@barnardequipment.com> wrote:

[Quoted text hidden]



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: February 7, 2023
PAGE: 1

SUBJECT: Consideration of a resolution supporting the City of Greenwood in their application for a RAISE grant to perform an engineering study of the C & G corridor for a Rail to Trail project extending from West Point to Greenwood. There is a coalition of municipalities that are joining to support this transition from a unused rail line to a trail. This could potentially impact Starkville and support our efforts in having the KCS line similarly transitioned. It could also provide a potential biking connection that could connect along Highway 389 south into the city.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 662-648-9706

SUGGESTED MOTION:

Move approval of the resolution to support the City of Greenwood's RAISE grant application for an engineering study to convert the C & G rail line to a trail.

**CITY OF STARKVILLE, MISSISSIPPI
RESOLUTION**

**A 2023 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY
AND EQUITY (RAISE) PLANNING GRANT APPLICATION TO INCLUDE FURTHER
FEASIBILITY AND STAKEHOLDER COORDINATION FOR A POTENTIAL
CONVERSION OF THE C&G RAIL LINE INTO A RAIL TRAIL**

WHEREAS, the RAISE Planning Grant Application seeks funds for a Preliminary Engineering Report that will provide further study, detailed technical assessments, and important feasibility tasks including stakeholder/public coordination, operation and maintenance plan (including funding strategies and safety/security policies), community visioning concepts showing potential new development, and coordination with local leaders, other rail trail managers and key stakeholders to address all questions and concerns; and

WHEREAS, the completed Preliminary Engineering Report will provide important data to inform a future decision to move forward with corridor acquisition and construction of trail phases to include uses such as walking, hiking, cycling, equestrian, motorized, etc.; and

WHEREAS, the City of Starkville supports the City of Greenwood in its quest for the United States Department of Transportation to fund the RAISE Planning Grant Application sponsored by City of Greenwood, Mississippi, and described herein;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Starkville, that:

The Mayor and Board of Aldermen support the efforts of the City of Greenwood for the United States Department of Transportation to fund the RAISE Planning Grant Application and provide funding for a Preliminary Engineering Report.

The above and foregoing Resolution, after having been first reduced to writing, was moved by Alderman _____, seconded by Alderman _____, and was adopted by the following vote, to-wit:

WARD 1 ALDERMAN BEN CARVER _____
WARD 2 ALDERMAN SANDRA SISTRUNK _____

WARD 3 ALDERMAN JEFFREY RUPP	_____
WARD 4 ALDERMAN MIKE BROOKS	_____
WARD 5 ALDERMAN HAMP BEATTY	_____
WARD 6 VICE MAYOR ROY A.' PERKINS	_____
WARD 7 ALDERMAN HENRY S. VAUGHN	_____

The Mayor thereby declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: February 7, 2023
PAGE: 1

SUBJECT: Consideration of a resolution honoring and recognizing Willie Gay of the Kansas City Chiefs and AJ Brown of the Philadelphia Eagles on their achievement as SHS graduates and Superbowl LVII stars from Starkville,

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 662-648-9706

SUGGESTED MOTION:

Move approval of the board resolution recognizing and honoring Starkville High School standout athletes Willie Gay of the Kansas City Chiefs and AJ Brown of the Philadelphia Eagles on their simultaneous Superbowl LVII appearances.

**A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMAN
OF THE CITY OF STARKVILLE
HONORING AND CELEBRATING THE SUPERBOWL LVII APPEARANCES OF
FORMER STARKVILLE HIGH SCHOOL FOOTBALL STARS**

WILLIE GAY AND A.J. BROWN

WHEREAS, Super Bowl LVII is the upcoming American football championship game of the National Football League (NFL) for the 2022 NFL season. It will be played between the American Football Conference (AFC) champion Kansas City Chiefs and the National Football Conference (NFC) champion Philadelphia Eagles.

WHEREAS, Willie Gay and A.J. Brown are Starkville and Oktibbeha County residents and will play in their first Super Bowl on February 12, 2023; and

WHEREAS, the duo were concurrently star Yellowjacket athletes at Starkville High School and won the 2015 6A State Championship, which was Brown's senior year and Gay's junior season; and.

WHEREAS, Willie Gay, an American football linebacker for the Kansas City Chiefs of the American Football Conference is a Starkville native and graduate of Starkville High School. He played in the 2017 U.S. Army-All American Bowl and also played at Mississippi State University from 2017 to 2019. He was drafted by the Chiefs with the 63rd overall selection in the 2020 NFL Draft; and

WHEREAS, Arthur Juan (A.J.) Brown, an American football wide receiver for the Philadelphia Eagles of the National Football Conference is a Starkville native and graduate of Starkville High School. He played football and baseball and was named first-team All-State by USA Today, The Clarion-Ledger's Dandy Dozen, and the Mississippi Association of Coaches. Brown played college football at Ole Miss and was drafted by the Tennessee Titans in the second round of the 2019 NFL Draft.

WHEREAS, both are to be commended for bringing nationwide recognition to our city, their hometown and state by dedicating their greatest efforts to a sport they love; and

WHEREAS, Super Bowl LVII will be one for the record books, as a winner will hail from the state of Mississippi and a native of Starkville, Mississippi. They have made us, Starkville High School, the City of Starkville, Mississippi, Oktibbeha County proud.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS that the City of Starkville does hereby

SHOW GREAT HONOR AND APPRECIATION TO WILLIE GAY AND A.J. BROWN AS THEY REPRESENT THEIR HOMETOWN OF STARKVILLE AND STATE OF MISSISSIPPI BY DISPLAYING THEIR EXCELLENCE ON THE FIELD OF PLAY AT SUPERBOWL LVII IN 2023.

Upon motion duly made by Alderman _____ and seconded by Alderman _____, and following discussion, the foregoing Resolution is hereby duly adopted upon the following vote of the members of the City of Starkville.

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

This the 7th day of February, 2023.

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk



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

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: February 7, 2023
PAGE: 1**

SUBJECT: Request Approval of the Lease Agreement Renewal between the City of Starkville and Kyle Knight for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: One-time payment from Kyle Knight for \$4,653.50

FISCAL NOTE: Approved by the Airport Board on January 30, 2023

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: Airport**

**DIRECTOR'S
AUTHORIZATION: Rodney Lincoln**

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve of the Lease Agreement Renewal between the City of Starkville and Kyle Knight for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT**

This Lease Agreement is entered into effective the 8th day of April, 2021, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries in Figure "1" (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.
2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the

City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part

of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2021, and shall continue through and expire on April 7, 2022, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing thirty days prior to the expiration date.

4. RENT. The rent for the subject property shall be \$4,653.50 per year and shall be made in one lump sum payment on or before April 15, 2021. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Forty One Dollars and Zero Cents (\$41.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2021. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements,

aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to \$26.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations,

and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or

permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on

the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and

expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
110 W. Main Street
Starkville, MS 39759

To Lessee: KYLE KNIGHT
Kyle Knight
313 Watertank Road
Bellefontaine, MS 39737

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives

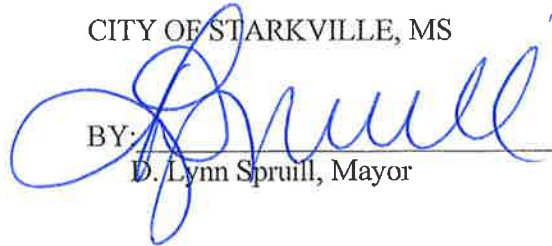
duly authorized so to do.

LESSEE



LESSOR

CITY OF STARKVILLE, MS

BY: 

D. Lynn Spruill, Mayor

ATTEST:



Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **KYLE KNIGHT**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the 15th day of March, 2021.



(SEAL)

V. Hampton
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/29/2024

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the 3rd day of March, 2021.

V. Hampton
NOTARY PUBLIC

(S E A L)



MY COMMISSION EXPIRES

04/29/2024



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 02.07.2023
PAGE: 1

SUBJECT: Consideration of accepting the low quote from G&C Supply Co., Inc. for materials needed to replace signage along Highway 182.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Cody A. Burnett

FOR MORE INFORMATION CONTACT: Cody A. Burnett

The Street Department is replacing various signage along Highway 182 that are missing, damaged, or severely weathered. We received three quotes for the needed materials.

G&C Supply Co., Inc.	\$6,702.50
Vulcan, Inc.	\$7,252.40
Custom Products Corporation	\$7,613.55

SUGGESTED MOTION: Move for approval to accept the low quote from G&C Supply Co., Inc. for signage related materials for the Street Department.

Master plan showing Additional overflow parking and access from Spruill Industrial Road



Vulcan Inc
410 E Berry Ave.
Foley, AL 36535
Tel 251-943-7000

QUOTE ACKNOWLEDGEMENT

CUSTOMER		ORDER	
Sold To: City Of Starkville Street Department 110 West Main Street Starkville, MS 39759		Order No: 28306 Ordered By: Chris Black Cust PO No: Quote Ship Via: Best Possible Way Building Name: Vulcan Signs Order Taker: Jennifer Wallace	Date: 1/12/2023 Phone: 662-341-5392 FOB: Destination Terms: Net 30 Inside Sales:
Ship To: City Of Starkville 506 Dr D. L. Connor Dr Starkville, MS 39759 USA			

Line No	Due Date	Customer Part	Description/Note	Freight Terms	Quantity	Unit	Unit Price	Extended Price
1		SQ14G-2-10	10' 2" 14 ga Galv Square Post Galvanized, punch full length	PrePaid	50	Ea	\$47.8100	\$2,390.50
2		SQ14G-2-12	12' 2" 14 ga Galv Square Post Galvanized, punch full length	PrePaid	50	Ea	\$53.2900	\$2,664.50
3		SQ12G-2.25-3	36" 2 1/4" 12 ga Galv Square Post Galvanized, punch full length	PrePaid	100	Ea	\$21.0500	\$2,105.00
4		006597	5/16" x 2 1/2" Medium Corner Bolt for 2 1/4" Square Post	PrePaid	120	Ea	\$0.6500	\$78.00
5		021883	5/16" Flanged Hex Nut	PrePaid	120	Ea	\$0.1200	\$14.40
Total								\$7,252.40
Grand Total								\$7,252.40

Notes

Please call 24 hours in advance to arrange delivery: 662-323-9676 - Tiara Cole



WATER, SEWER & GAS SUPPLIES
SIGN & SAFETY SUPPLIES

P.O. Drawer 459 = 1105 State Route 77
Atwood, TN 38220
(731) 662-7193 or (800) 238-3836

Bill To:

STARKVILLE STREET DEPT
ACCOUNTS PAYABLE
110 WEST MAIN STREET
STARKVILLE, MS 39759

Ship To:

STARVKILLE STREET DEPT
506 NORTH D.L. CONNER DRIVE
STARKVILLE, MS 39759

Customer ID: 6401

<i>Quantities</i>	<i>Item ID Item Description</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extended Price</i>
50	T20D12-10 10ft GALVANIZED SQUARE POST 2X2X 14 GA.	EA	\$41.52	\$2,076.00
50	T20D12-12 12ft GALVANIZED SQUARE POST 2X2X 14 GA.	EA	\$50.83	\$2,541.50
100	T22F12A3 2 1/4 X2 1/4 X36 SQUARE ANCHOR POST 12 GA.	EA	\$19.59	\$1,959.00
120	MCB-SP MEDIUM CORNER BOLT FOR SQUARE POST ANCHOR	EA	\$0.65	\$78.00
120	FN-SP FLANGED NUT FOR CORNER BOLT FOR SQUARE POST ANCHOR	EA	\$0.15	\$18.00

<i>SUB-TOTAL:</i>	\$6,672.50
<i>TOTAL FREIGHT:</i>	\$30.00
<i>TAX:</i>	\$0.00
<i>TOTAL QUOTE:</i>	\$6,702.50



Quotation Number B439912

Quote Date 01/12/23

Custom Products Corporation

P.O. Box 54091
Jackson, MS 39288-4091

Telephone: 601/932-5854

THIS IS A BID/ESTIMATE

Bill To:

City of Starkville MS V
City Hall Accounts Payable
110 W Main St
Starkville, MS 39759

Ship To:

City Of Starkville Street Dept
506 Dr Douglas L Conner Dr
STARKVILLE, MS 39759

Ship to Contact: Chris Black

Phone: 6623415392

Shipper Acct No:

BOL Instructions:

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.		
STAMS		ORIGIN-FreightQ	Net 45 Days	Quote	ET			
Qty. Quoted	Qty. Shipped	Item Number	cpartno	Unit of Meas	Requ Date	Unit Price	Extended Price	
	Back Ordered	Item Description				Disc % Tax		
50	0	RPOSG10142	EA	01/12/23	45.8000	N	2290.00	
		POST SQUARE GALVANIZED 10FT 2X2 14 GA (25/BDL) [F]				ST		
50	0	RPOSG12142	EA	01/12/23	54.9600	N	2748.00	
		POST SQUARE GALVANIZED 12FT 2X2 14 GA (25/BDL) [F]				ST		
100	0	RPOSG0312225	EA	01/12/23	21.2900	N	2129.00	
		POST SQUARE GALV 3FT(36")2.25X2.25 12GA(BRWY ANCH FOR 2"POST(25/BDL)[F				ST		
200	0	RHBCORNERBOLT25FN	EA	01/12/23	0.6700	N	134.00	
		CORNER BOLT/MEDIUM/SQUARE POST THRU 2.5"(FLANGE NUT VCN168-2 INCL)[100				RE		
1	0	Q1KFR	EA	01/12/23	312.5500	N	312.55	
		FREIGHT (C) ESTIMATE ONLY				Q		
- Quotes expire 5 days from the quoted date unless otherwise noted above. - Please refer to our website for terms of sale; ordering and artwork guidelines. - The "C.A.L.T." is our estimated current average lead time based on historical information.					SHIP & BACKORDER			
					YES OR NO			
					Non Taxable Subtotal			7613.55
					Taxable Subtotal			0.00
					Tax		0.00	
					Total Order		7613.55	



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 02.07.2023
PAGE: 1

SUBJECT: Acceptance of the Safe Streets and Roads for All (SS4A) Action Plan Grant in the amount of \$192,000 and authorization to advertise for related consultant services.

AMOUNT & SOURCE OF FUNDING
\$192,000 from the SS4A Grant

FISCAL NOTE:

AUTHORIZATION HISTORY:

The Board authorized submitting the grant application at the September 6th, 2022 Board of Aldermen meeting.

REQUESTING
DEPARTMENT: Engineering & Street

DIRECTOR'S
AUTHORIZATION: Cody A. Burnett

FOR MORE INFORMATION CONTACT: Cody A. Burnett

The Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) discretionary program to fund initiatives through the grant to prevent roadway deaths and serious injuries. The program will appropriate \$5 billion in funds over the next 5 years.

In order to receive funding for infrastructure projects, an Action Plan must be in place. The SS4A program funds the creation of an Action Plan. Once an Action Plan has been created and finalized, the City will be able to apply for safety related projects that are identified in the Action Plan over the next 4 years.

Mississippi State University is partnering on the grant so the Action Plan will look at both entities. A 20% match is required for the grant with the possibility of in-kind services from the City contributing to the match.

SUGGESTED MOTION: Move to accept the grant award of \$192,000 and authorization to advertise for consulting services for assistance with the Safe Streets and Roads for All (SS4A) Action Plan.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
STARKVILLE, MISSISSIPPI, OKTIBBEHA COUNTY AND MISSISSIPPI STATE UNIVERSITY
FEDERAL AID PROJECT NO. STP-0420-00 (026) LPA/ 109194-701000**

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

WITNESSETH

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

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

WHEREAS, the City, the University, and the County desire to enter into an Interlocal Agreement for the purpose of constructing pedestrian improvements to the intersection of Spring Street and MS Highway 12. ("Spring Street & MS Highway Pedestrian Improvements Project" or "Project")

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

WHEREAS, the City reasonably estimates that the total cost of designing and constructing the multi-use path will be \$580,000.00, with \$400,000.00 coming from Federal Transportation Alternative Funds and the remainder of the cost being split between the Parties; and

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

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

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

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

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

2. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The City agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.
2. To complete design plans for the Project. This will include all activities and documents normally associated with design of a federal transportation alternatives project.
3. To provide construction management for the Project.
4. To advertise for bids, receive bids, open bids, and award a contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the City.
6. To manage the engineering, bidding, and construction process in a manner that furthers the purpose of this Agreement.
7. To provide an equal one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus one-third (1/3) share of preliminary engineering costs.

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

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.
2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering

costs.

C. The County hereby covenant, warrant and agree as follows:

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.
2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering costs.

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

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

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

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

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

CITY OF STARKVILLE, MISSISSIPPI

By: _____
D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____
Dr. Mark Keenum, President

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 02.07.2023
PAGE: 1

SUBJECT: Request authorization for the Mayor to execute an Interlocal Agreement with Mississippi State University and Oktibbeha County to complete the Spring Street and MS Hwy 12 Pedestrian Improvements project.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Cody A. Burnett

FOR MORE INFORMATION CONTACT: Cody A. Burnett

The Transportation Alternatives Program (TAP) was jointly applied for in the fall of 2021 with the City, Mississippi State University, and Oktibbeha County participating and the City being the lead agency.

This project involves the construction of pedestrian improvements at the Spring Street and Highway 12 intersection. The interlocal agreement outlines the responsibilities of each entity including sharing the local match portion of the grant.

It is anticipated that construction will commence in the summer of 2023.

SUGGESTED MOTION: Move for approval for the Mayor to execute an Interlocal Agreement with Mississippi State University and Oktibbeha County to complete the Spring Street and MS Hwy 12 Pedestrian Improvements project.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
STARKVILLE, MISSISSIPPI, OKTIBBEHA COUNTY AND MISSISSIPPI STATE UNIVERSITY
FEDERAL AID PROJECT NO. STP-0420-00 (026) LPA/ 109194-701000**

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WITNESSETH

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

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

WHEREAS, the City, the University, and the County desire to enter into an Interlocal Agreement for the purpose of constructing pedestrian improvements to the intersection of Spring Street and MS Highway 12. ("Spring Street & MS Highway Pedestrian Improvements Project" or "Project")

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

WHEREAS, the City reasonably estimates that the total cost of designing and constructing the multi-use path will be \$580,000.00, with \$400,000.00 coming from Federal Transportation Alternative Funds and the remainder of the cost being split between the Parties; and

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

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

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

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

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

2. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The City agrees as follows:

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2. To complete design plans for the Project. This will include all activities and documents normally associated with design of a federal transportation alternatives project.
3. To provide construction management for the Project.
4. To advertise for bids, receive bids, open bids, and award a contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the City.
6. To manage the engineering, bidding, and construction process in a manner that furthers the purpose of this Agreement.
7. To provide an equal one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus one-third (1/3) share of preliminary engineering costs.

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

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.
2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering

costs.

C. The County hereby covenant, warrant and agree as follows:

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.
2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering costs.

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

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

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

CITY OF STARKVILLE, MISSISSIPPI

By: _____
D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____
Dr. Mark Keenum, President

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 02/07/2023

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 February 07, 2023 is \$3,158,870.47
Of which the claims amount for Starkville Utilities is \$1,951,310.10.

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of February 2, 2023 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

CLAIMS DOCKET

By Fund

Post Dates 1/20/2023 - 2/1/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
KRONOS	11990960	11/15/2022	PAYROLL	001-000-054-205	1,020.06
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	001-000-053-206	64.76
LOWE'S-FIRE	01599	01/11/2023	GRILL & PELLETS	001-000-160-697	696.34
CARYL PRITCHARD	INV0035955	01/26/2023	REIMBURSE FOR FAMILY FIRST LUNCHEON	001-000-160-698	13.97
Outstanding Total:					1,795.13
Paid					
CORY SHIERS	INV0035914	01/20/2023	RESTITUTION	001-000-149-691	200.00
EVONNA STOVALL	INV0035915	01/20/2023	DISORDERLY CONDUCT RETIRED	001-000-149-691	595.75
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0035916	01/20/2023	DECEMBER TAX COLLECTIONS	001-000-200-084	2,624.33
RONALD SCOTT HAYES	INV0035918	01/20/2023	OVERPAID FINE	001-000-149-691	0.75
DAVID LEAL	INV0035934	01/27/2023	DISMISSAL WAS DONE AFTER HE PAID	001-000-149-691	193.00
FANNISHA JONES	INV0035935	01/27/2023	RESTITUTION	001-000-149-691	30.00
KOBE JONES	INV0035936	01/27/2023	PROVIDED PROOF OF INSURANCE	001-000-149-691	473.00
MISSISSIPPI MAGNOLIA	INV0035939	01/27/2023	PRO-RATED 10 MONTHS PRIV LICENSE	001-000-220-018	16.67
Paid Total:					4,133.50
Department 000 - UNDESIGNATED Total:					5,928.63
Department: 005 - MISSING DESCRIPTION FOR DEPT - 005					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	001-005-054-208	50.25
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	001-005-054-208	113.33
CANON FINANCIAL SERVICES, INC	29827315	01/12/2023	METER USAGE	001-005-054-208	429.54
FUELMAN / FLEETCOR	NP63659779	01/16/2023	FUEL CHARGES 1.9.23-1.15.23	001-005-054-208	59.51
FUELMAN / FLEETCOR	NP63684886	01/23/2023	FUEL CHARGES 1.16.22-1.22.23	001-005-054-208	61.07
ATMOS ENERGY	INV0035942	01/30/2023	MONTHLY USAGE	001-005-054-208	18.95
ATMOS ENERGY	INV0035942	01/30/2023	MONTHLY USAGE	001-005-054-208	405.19
FUELMAN / FLEETCOR	NP63713507	01/30/2023	FUEL CHARGES 1.23.23-1.29.23	001-005-054-208	64.42
Outstanding Total:					1,202.26
Department 005 - MISSING DESCRIPTION FOR DEPT - 005 Total:					1,202.26
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CADENCE /ELAN VISA	INV0035920	01/12/2023	MIKE BROOKS ROOM FOR MML CONFERENCE	001-100-610-350	372.00
CADENCE /ELAN VISA	INV0035921	01/12/2023	HENRY VAUGHN MML CONF	001-100-610-350	372.00
HENRY VAUGHN, Sr.	INV0035923	01/13/2023	MEAL REIMBURSEMENT MML CONFERENCE	001-100-610-350	56.78
MIKE BROOKS	INV0035919	01/17/2023	MEALS MML CONFERENCE	001-100-610-350	84.83
CADENCE /ELAN VISA	INV0035943	01/27/2023	ADVANCE HOTEL DEP FOR JUNE 23 MML SUMMER CONFERENC	001-100-610-350	194.88

CLAIMS DOCKET

Post Dates: 1/20/2023 - 2/1/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	INV0035944	01/27/2023	ADVANCE HOTEL DEP FOR JUNE 23 MML SUMMER CONFERENC	001-100-610-350	206.08

Outstanding Total: 1,286.57

Department 100 - BOARD OF ALDERMEN Total: 1,286.57

Department: 110 - MUNICIPAL COURT

Outstanding

TYLER TECHNOLOGIES	025-406924	12/29/2022	EPSON THERMAL RECEIPT PRINTER USB NEW HARDWARE	001-110-501-200	1,185.33
TYLER TECHNOLOGIES	130-133918	12/31/2022	BRAZOS SETUP & CONFIGURATION	001-110-918-805	7,250.00
QUILL CORPORATION	29977134	01/06/2023	STAR MICRONICS BLK CASH DRAWER	001-110-501-200	125.33
QUILL CORPORATION	29999015	01/06/2023	COPY PAPER,POST IT,AA BATTERY,DESKPAD,ARROW FLAGS	001-110-501-200	134.52
QUILL CORPORATION	30030996	01/09/2023	SEE NOTE ARROW FLAGS	001-110-501-200	3.43
CANON FINANCIAL SERVICES, INC	29827320	01/12/2023	METER USAGE	001-110-604-330	121.55
CANON FINANCIAL SERVICES, INC	29827324	01/12/2023	METER USAGE	001-110-604-330	126.00
MIKE BROOKS	INV0035925	01/12/2023	REIMBURSE TRAVEL	001-110-610-350	142.68
VANYETTA HOLMES	INV0035924	01/16/2023	CONTRACT LABOR	001-110-600-301	37.00
TYLER TECHNOLOGIES	130-126812	01/27/2023	BRAZOS ECITATION	001-110-918-805	3,014.00
SULLIVAN'S OFFICE SUPPLY, INC.	78943	01/30/2023	1 CASE COPY PAPER	001-110-501-200	57.99

Outstanding Total: 12,197.83

Department 110 - MUNICIPAL COURT Total: 12,197.83

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	001-111-604-330	167.15
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Outstanding Total: 167.15

Department 111 - YOUTH COURT Total: 167.15

Department: 120 - MAYORS OFFICE

Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	001-120-604-330	100.50
CANON FINANCIAL SERVICES, INC	29827323	01/12/2023	METER USAGE	001-120-604-330	96.77
RETAIL STRATEGIES, LLC	248-8	01/18/2023	ANNUAL CONSULTING SERVICES	001-120-600-300	15,000.00
CAMINO TECHNOLOGIES INC	1231	01/24/2023	CAMINO GUIDE	001-120-600-300	7,500.00
COMMERCIAL DISPATCH, THE	INV0035940	01/25/2023	13 MONTH SUBSCRIPTION	001-120-691-550	173.40
CADENCE /ELAN VISA	INV0035945	01/27/2023	ADVANCE HOTEL DEP FOR JUNE 23 MML SUMMER CONFERENC	001-120-610-350	194.88
CORPORATE RELATIONS MANAGEMENT	COS2302	01/29/2023	JANUARY 2023 SERVICES	001-120-600-300	3,125.00
J SCOTT TENHET & ASSOCIATES INC	13103	01/31/2023	ROW ADKERSON WAY LEASE ANALYSIS	001-120-600-300	1,675.00

Outstanding Total: 27,865.55

Department 120 - MAYORS OFFICE Total: 27,865.55

Department: 123 - IT

Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	001-123-604-330	100.50
CANON FINANCIAL SERVICES, INC	29827314	01/12/2023	METER USAGE	001-123-604-330	98.27
CADENCE /ELAN VISA	INV0035950	01/27/2023	GATE.COM	001-123-600-300	19.95

CLAIMS DOCKET

Post Dates: 1/20/2023 - 2/1/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0035951	01/29/2023	CAMERA PROJECT	001-123-918-806	40.00
GOVERNMENT LEASING COMPANY, LLC	GLC23104-43/60	01/31/2023	10 CAMERAS	001-123-918-806	1,153.00
Outstanding Total:					1,411.72
Department 123 - IT Total:					1,411.72

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	001-145-604-330	50.25
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	001-145-604-330	16.19
AMAZON CAPITAL SERVICES, INC.	1RKN-GDQC-1LCT	01/12/2023	INK REFILLS, CALCULATOR	001-145-501-200	108.75
CANON FINANCIAL SERVICES, INC	29827313	01/12/2023	RIBBON,3WIRELESS KEYBOARD	001-145-604-330	481.81
CANON FINANCIAL SERVICES, INC	29827320	01/12/2023	METER USAGE	001-145-604-330	121.56
QUILL CORPORATION	30322879	01/20/2023	SUPPLIES	001-145-501-200	4.05
QUILL CORPORATION	30324172	01/20/2023	COPY PAPER, COFFEE,BATTERIES, FILE POCKET FOLDERS	001-145-501-200	168.20
PROFESSIONAL SOFTWARE & SERVICES	INV0035957	01/31/2023	FIXED ASSETS SOFTWARE	001-145-600-303	2,265.00
Outstanding Total:					3,215.81

Department 145 - OTHER ADMINISTRATIVE Total: 3,215.81

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	1279414	01/20/2023	J MCLAURIN BOND RENEWAL	001-159-620-371	175.00
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Outstanding Total: 175.00

Department 159 - BONDING-CITY EMPLOYEES Total: 175.00

Department: 180 - HUMAN RESOURCES

Outstanding

KRONOS	11990960	11/15/2022	PAYROLL	001-180-691-505	2,757.94
CLINIC AT ELM LAKE, THE	34999	01/11/2023	DRUG SCREEN	001-180-600-320	30.00
SULLIVAN'S OFFICE SUPPLY, INC.	78451	01/11/2023	MANILLA FOLDERS (2)	001-180-501-200	28.90
FEDEX	8-004-63667	01/11/2023	UKG PAYROLL SERVICES	001-180-691-505	33.12
CANON FINANCIAL SERVICES, INC	29827314	01/12/2023	METER USAGE	001-180-604-330	98.26
CLINIC AT ELM LAKE, THE	35086	01/19/2023	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	35096	01/20/2023	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	35142	01/25/2023	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	35152	01/25/2023	DRUG SCREEN	001-180-600-320	30.00
FEDEX	8-018-31495	01/25/2023	PAYROLL	001-180-691-505	41.14

Outstanding Total: 3,109.36

Department 180 - HUMAN RESOURCES Total: 3,109.36

Department: 190 - CITY PLANNER

Outstanding

VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	001-190-604-330	16.19
CANON FINANCIAL SERVICES, INC	29827323	01/12/2023	METER USAGE	001-190-604-330	96.79
GOLDEN TRIANGLE PLANNING & DEV. INC	1027012023	01/19/2023	E911 ADDRESSING	001-190-600-300	2,217.50
ARCHITECTONICS	INV0035931	01/24/2023	REVIEW BROOKSVILLE GARDENS APARTMENTS	001-190-600-305	200.00

Outstanding Total: 2,530.48

Department 190 - CITY PLANNER Total: 2,530.48

CLAIMS DOCKET

Post Dates: 1/20/2023 - 2/1/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
MCC - MEMPHIS COMMUNICATIONS CORP.	370892	01/05/2023	POSTAGE METER INK	001-192-510-220	226.91
CINTAS	4143625751	01/17/2023	SUPPLIES	001-192-510-220	72.85
CINTAS	4143625855	01/17/2023	SUPPLIES	001-192-510-220	18.44
CINTAS	4144344553	01/24/2023	SUPPLIES	001-192-510-220	12.62
CINTAS	4144344622	01/24/2023	SUPPLIES	001-192-510-220	37.22
ELEVATOR SAFETY INSPECTION SERVICE, INC.	MS-4009	01/25/2023	ELEVATOR LIFT INSPECTIONS	001-192-630-403	415.00
JAN-PRO OF MS	872175	01/26/2023	JANITORIAL FEE MONTH OF FEBRUARY 2023	001-192-600-338	1,619.00
BRISLIN, INC	230050	01/27/2023	CITY HALL WORK ORDER	001-192-600-338	1,125.00
BRISLIN, INC	230050	01/27/2023	CITY HALL WORK ORDER	001-192-630-403	201.53
CINTAS	4145025939	01/31/2023	SUPPLIES	001-192-510-220	74.44
CINTAS	4145025993	01/31/2023	SUPPLIES	001-192-510-220	12.62
Outstanding Total:					3,815.63
Paid					
ATMOS ENERGY	INV0035917	01/20/2023	MONTHLY USAGE	001-192-625-380	896.38
Paid Total:					896.38
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,712.01
Department: 197 - ENGINEERING					
Outstanding					
ESRI-ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	94345801	10/13/2022	ARCMAP SOFTWARE SUBSCRIPTION	001-197-502-201	1,520.00
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	001-197-690-450	32.38
CANON FINANCIAL SERVICES, INC	29827323	01/12/2023	METER USAGE	001-197-604-330	96.79
FUELMAN / FLEETCOR	NP63684886	01/23/2023	FUEL CHARGES 1.16.22-1.22.23	001-197-525-231	41.21
Outstanding Total:					1,690.38
Department 197 - ENGINEERING Total:					1,690.38
Department: 201 - POLICE DEPARTMENT					
Outstanding					
MID-SOUTH UNIFORM & SUPPLY, INC	628067	04/05/2022	5 TROUSERS,5 POLO,10 PATCHES	001-201-535-233	744.90
GRAPHIC TICKETS & SYSTEMS	007228	09/29/2022	1250 TICKET BOOKS W/CARBON	001-201-556-251	496.02
TRI-STARR MUFFLER & BRAKES	023344	11/14/2022	VIN#7165 TRANSMISSION,LABOR,FLUID,SHOP SUPPLIES,PR	001-201-630-360	5,288.00
COVERT TRACK GROUP, INC	33148	12/13/2022	RENEWAL (1YR) UNLIMITED UPDATES & ANNUAL SUBSCRIPT	001-201-604-330	600.00
PARKER CDJR*	RO201142	12/15/2022	VIN#5176 OIL CHANGE	001-201-630-360	75.66
SULLIVAN'S OFFICE SUPPLY, INC.	77990	12/21/2022	2 CASES COPY PAPER	001-201-501-200	111.98
TYLER TECHNOLOGIES	130-133918	12/31/2022	BRAZOS SETUP & CONFIGURATION	001-201-918-805	7,250.00
SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	001-201-604-330	100.50
SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	001-201-604-330	50.25
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	001-201-690-450	554.64
STARKVILLE RADIOLOGY PLLC	INV0035929	01/04/2023	PRISONER MEDICAL EXPENSES	001-201-541-240	32.00
POLLAN & ASSOC. PA	23005	01/05/2023	VELLCRO NAME TAGS 8)	001-201-535-233	88.90
DANNY MCCLUSKEY TOWING	3513	01/08/2023	TOW TO SHOOTING RANGE	001-201-600-300	150.00
ARMY NAVY PAWN SHOP	010923B	01/09/2023	UA STELLAR G2 TAC BOOT W/ZIPPER	001-201-535-233	80.00
IVY AUTO PARTS, LLC.	700379	01/10/2023	VIN#9549 BATTERY	001-201-630-360	140.64

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	855975	01/10/2023	SWAT BOOTS	001-201-535-233	124.85
CADENCE /ELAN VISA	INV0035928	01/10/2023	MANAGING MAJOR CASE INVESTIGATION COURSE B GLADNEY	001-201-690-552	271.20
PARKER CDJR*	201431	01/11/2023	VIN#0842 OIL CHANGE	001-201-630-360	74.07
R&M TIRES	1142754	01/12/2023	VIN#4279 INSTALL BATTERY & REPAIR FLAT TIRE	001-201-630-360	50.00
CANON FINANCIAL SERVICES, INC	29827317	01/12/2023	METER USAGE	001-201-635-369	553.08
CANON FINANCIAL SERVICES, INC	29827319	01/12/2023	METER USAGE	001-201-635-369	55.94
CANON FINANCIAL SERVICES, INC	29827321	01/12/2023	METER USAGE	001-201-635-369	271.14
CANON FINANCIAL SERVICES, INC	29827322	01/12/2023	METER USAGE	001-201-604-330	92.03
DANNY MCCLUSKEY TOWING	3520	01/12/2023	MERCEDES TOWED TO SHOOTING RANGE	001-201-600-300	150.00
IVY AUTO PARTS, LLC.	700525	01/12/2023	VIN#4279 BATTERY	001-201-630-360	140.64
WALMART- CAPITAL ONE	803098	01/12/2023	EAS;E,PENS,MARKERS,TAPE	001-201-501-200	78.74
POLLAN & ASSOC. PA	23015	01/13/2023	VELCRO NAME TAGS (2)	001-201-535-233	28.96
POLLAN & ASSOC. PA	23016	01/13/2023	28 SPD BADGES VELCRO SEWN ON BACKS	001-201-535-233	147.00
CADENCE /ELAN VISA	305155	01/13/2023	ROOM FOR TRAINING GULFPORT G TEXIDOR	001-201-690-552	133.43
AT&T-NCIC MONITOR LINE	INV0035954	01/14/2023	NCIC LINE	001-201-604-330	42.55
FUELMAN / FLEETCOR	NP63659779	01/16/2023	FUEL CHARGES 1.9.23-1.15.23	001-201-525-231	3,641.54
TRI-STARR MUFFLER & BRAKES	023329	01/17/2023	VIN#8070 2 FUSES AND LABOR	001-201-630-360	63.38
POLLAN & ASSOC. PA	23025	01/17/2023	VELCRO NAME TAG (6)	001-201-535-233	68.92
IVY AUTO PARTS, LLC.	700754	01/17/2023	2017 FORD EXPLORER	001-201-630-360	140.64
SIRCHIE COMMAND EVERY SCENE	0574505-IN	01/18/2023	EVIDENCE TAPE(10) BARRIER TAPE(6) FIRST AID KIT10	001-201-556-251	244.03
ARMY NAVY PAWN SHOP	11823A	01/18/2023	TAC BOOTS (2) 6 SABR RED CROSSFIRE GEL 1 BADGE HOL	001-201-535-233	288.00
WALMART- CAPITAL ONE	172889	01/18/2023	4 TRAFFIC CONES	001-201-556-251	37.76
POLLAN & ASSOC. PA	23028	01/18/2023	8 CHARCOAL TACTICAL POLOS W/PATCH & COMMUNICATIONS	001-201-535-233	384.94
POLLAN & ASSOC. PA	23029	01/18/2023	VELCRO NAME TAGS (2)	001-201-535-233	28.96
MAGNOLIA BOTTLED WATER CO	61310	01/18/2023	6 COOLER WATER	001-201-501-200	60.00
ARMY NAVY PAWN SHOP	011923A	01/19/2023	10 STREAM LIGHT STINGER 20 NAR KIT INDIVIDUAL AID	001-201-556-251	1,750.00
R&M TIRES	1142879	01/19/2023	VIN#5179 INSTALL NEW BRAKE PADS\FRONT	001-201-630-360	258.99
IVY AUTO PARTS, LLC.	700915	01/19/2023	TROLLY JACK IN CASE	001-201-630-360	66.93
ARMY NAVY PAWN SHOP	012023A	01/20/2023	2 SENTRY HANDCUFF KEY	001-201-556-251	20.00
ARMY NAVY PAWN SHOP	022023B	01/20/2023	10 SABRE RED LE CROSSFIRE GEL	001-201-556-251	200.00
CIOX HEALTH	0401264837	01/20/2023	MEDICAL RECORDS FELONY CASE PAPER COPIES FEE & SHIP	001-201-600-300	40.45
MID-SOUTH UNIFORM & SUPPLY, INC	636084	01/20/2023	UNIFORMS	001-201-535-233	1,387.53
STARKVILLE UTILITIES	INV0035941	01/20/2023	MONTHLY USAGE	001-201-625-380	5.12
WALMART- CAPITAL ONE	051841	01/23/2023	FILE FOLDERS (DISPATCH & INVESTIGATORS)	001-201-501-200	16.24
COPY COW	44419	01/23/2023	12 FTO BOOKS	001-201-615-343	144.59
SULLIVAN'S OFFICE SUPPLY, INC.	78743	01/23/2023	4 BOXES COPY PAPER	001-201-501-200	231.96
FUELMAN / FLEETCOR	NP63684886	01/23/2023	FUEL CHARGES 1.16.22-1.22.23	001-201-525-231	2,972.02
R&M TIRES	1142947	01/24/2023	VIN#0908 2 GEN G MAX TIRES ALIGNMENT & BALANCE	001-201-630-360	418.63
R&M TIRES	1142954	01/24/2023	VIN#8061 OIL CHANGE AND BRAKE PADS	001-201-630-360	305.95

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BRISLIN, INC	230004	01/24/2023	MAINTENANCE SERVICE AGREEMENT	001-201-630-426	2,495.00
SCOTT PETROLEUM DIV. #15	532721	01/24/2023	197.1 GAL PROPANE FIRING RANGE	001-201-545-238	597.52
IVY AUTO PARTS, LLC.	701233	01/24/2023	VIN#9662 PREMIUM CAPSULES /LIGHTS	001-201-630-360	44.49
WALMART- CAPITAL ONE	767136	01/24/2023	4 BINDERS	001-201-501-200	15.68
R&M TIRES	1142970	01/25/2023	VIN#8070 OIL CHANGE,FRONT&REAR BRAKE PADS ETC	001-201-630-360	1,273.92
AMAZON CAPITAL SERVICES, INC.	1G7D-7PD4-4YRP	01/25/2023	TP LINL USB TO ETHERNET ADAPTER	001-201-556-251	29.90
DANNY MCCLUSKEY TOWING	3539	01/25/2023	TOW STOLEN VEHICLE TO THE IMPOUND LOT	001-201-600-300	125.00
IVY AUTO PARTS, LLC.	701300	01/25/2023	VIN #7165 VENTVISOR 4 PC	001-201-630-360	64.87
TRI-STARR MUFFLER & BRAKES	901359	01/25/2023	VIN#7160 WIPER BLADES,OIL CHANGE & SCAM	001-201-630-360	235.43
GTPDD PHARMACY	37065	01/26/2023	MEDICINE CITY PRISONER	001-201-541-240	325.00
WALMART- CAPITAL ONE	575620	01/26/2023	EXTERNAL HARD DRIVE	001-201-501-200	49.97
SULLIVAN'S OFFICE SUPPLY, INC.	78852	01/26/2023	WRITING PADS,RULER,COMPASS,TAPE,CA RTRIDGES,DIVIDER	001-201-501-200	75.28
TRI-STARR MUFFLER & BRAKES	901361	01/26/2023	VIN#7328 UPPER CONTROL ARM, HEADLIGHT ASSEMBY	001-201-630-360	1,002.90
TRI-STARR MUFFLER & BRAKES	901367	01/26/2023	VIN# 8070 BLOWER MOTOR LABOR AND SCAN	001-201-630-360	279.60
DOLAN CONSULTING GROUP, LLC	L2284-0123-0366-0370	01/26/2023	VIRTUAL CLASS TRAINING HORTON & GLADNEY	001-201-690-552	1,492.50
R&M TIRES	1143008	01/27/2023	VIN#8066 4 GEN G MAX TIRES BAL & ALIGNMENT	001-201-630-360	798.16
TYLER TECHNOLOGIES	130-126812	01/27/2023	BRAZOS ECITATION	001-201-918-805	30,873.00
AMAZON CAPITAL SERVICES, INC.	1DX1-FVLP-MTGT	01/27/2023	RAIN GUARDS FOR DURANGO	001-201-630-360	69.99
CONNOR BLAKENEY	2	01/27/2023	REPAIR BROKEN HANDLE ON BACK ROOM EXTERIOR DOOR	001-201-630-426	40.00
IVY AUTO PARTS, LLC.	701438	01/27/2023	EXPLORER/SGT COLEMAN/LIGHT BULB	001-201-630-360	44.49
WALMART- CAPITAL ONE	705542	01/27/2023	SUPPLIES	001-201-556-251	317.31
CADENCE /ELAN VISA	INV0035949	01/27/2023	GOOGLE	001-201-501-200	1.99
CADENCE /ELAN VISA	INV0035953	01/27/2023	ADOBE RECURRING FEE	001-201-918-805	595.00
R&M TIRES	1143040	01/30/2023	VIN#5179 1 GEN G MAX TIRE	001-201-630-360	164.32
AMAZON CAPITAL SERVICES, INC.	14TX-NKF3-1Y7M	01/30/2023	BLU-RAY DRIVE,BATTERIES, PENS	001-201-501-200	207.57
WATERMARK PRINTERS LLC	15470	01/30/2023	150 BUSINESS CARDS	001-201-501-200	39.00
CADENCE /ELAN VISA	INV0035958	01/30/2023	TEXTBOOK RENTAL	001-201-690-552	750.00
POWER DMS, INC	INV-31803	01/30/2023	ANNAUL CONTRACT FEE,POWER FOR LE ACCREDITATION	001-201-690-552	6,417.66
FUELMAN / FLEETCOR	NP63713507	01/30/2023	FUEL CHARGES 1.23.23-1.29.23	001-201-525-231	3,789.50
CADENCE /ELAN VISA	INV0035959	01/31/2023	TEXTBOOK RENTAL	001-201-690-552	270.12
PILEUM CORPORATION	P88129	01/31/2023	4 FUSUS CORE PRO WITH 4TB STORAGE	001-201-918-802	2,400.00
Outstanding Total:					85,638.87
Paid					
ATMOS ENERGY	INV0035917	01/20/2023	MONTHLY USAGE	001-201-625-380	41.86
PILEUM CORPORATION	P84302	01/20/2023	ANNUAL BILLING FOR 2022-2023 YEAR 2	001-201-918-802	65,000.00
Paid Total:					65,041.86
Department 201 - POLICE DEPARTMENT Total:					150,680.73
Department: 246 - CODE ENFORCEMENT					
Outstanding					
FUELMAN / FLEETCOR	NP63659779	01/16/2023	FUEL CHARGES 1.9.23-1.15.23	001-246-525-231	32.40

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP63684886	01/23/2023	FUEL CHARGES 1.16.22-1.22.23	001-246-525-231	29.62
TYLER TECHNOLOGIES	130-126812	01/27/2023	BRAZOS ECITATION	001-246-630-360	4,870.00
FUELMAN / FLEETCOR	NP63713507	01/30/2023	FUEL CHARGES 1.23.23-1.29.23	001-246-525-231	66.74
Outstanding Total:					4,998.76
Department 246 - CODE ENFORCEMENT Total:					4,998.76

Department: 261 - FIRE DEPARTMENT

Outstanding

ALARM SECURITIES, INC. dba ASI	52807	12/27/2022	REPLACED MEDIA CARD & REPROGRAMMED SYSTEM	001-261-604-330	593.20
SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	001-261-604-330	621.66
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	001-261-690-450	404.75
HOLLIS BROTHERS HEATING & COOLING	56208	01/02/2023	REPAIR HEATER STA 3	001-261-558-269	330.00
LANN CHEMICAL & SUPPLY	109356	01/03/2023	JANITORIAL SUPPLIES	001-261-555-208	723.65
TELETEC COMMUNICATIONS, LLC	10248563	01/06/2023	RADIO REPAIR & REMOTE SPEAKER MICROPHONE	001-261-630-404	220.00
STARKVILLE UTILITIES	INV0035933	01/06/2023	MONTHLY USAGE	001-261-625-380	817.85
LANN CHEMICAL & SUPPLY	109356-01	01/10/2023	JANITORIAL SUPPLIES	001-261-555-208	183.50
EAST MISSISSIPPI LUMBER CO.	F54124	01/10/2023	MATERIAL TO REPAIR WALL ETC ST 4	001-261-558-269	753.02
DIRECTV	010315788X230111	01/11/2023	SATELITE FOR STA 5	001-261-625-380	186.44
LOWE'S-FIRE	01600	01/11/2023	BAG FOR TOOLS & SHOVEL	001-261-630-360	73.12
GATEWAY TIRE & SERVICE CENTER	1018-172534	01/11/2023	REPAIR FLAT TRIRE LADDER 1	001-261-630-360	37.50
EAST MISSISSIPPI LUMBER CO.	E111264	01/11/2023	2X4-8 STD (5)	001-261-555-250	21.85
PRESTON NEWMAN	00046743	01/12/2023	REIMBURSE FOR EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
O'REILLY AUTO PARTS	0997-287271	01/12/2023	CAPSULE & LIGHT SOCKET	001-261-630-360	12.90
CANON FINANCIAL SERVICES, INC	29827316	01/12/2023	METER USAGE	001-261-604-330	228.76
GUARDIAN LOCK AND KEY	6802	01/12/2023	KEYS FOR ST 5 STORAGE	001-261-555-250	137.85
EMPIRE TRUCK SALES, LLC	RE00501507.01	01/12/2023	DEF LEVEL SENSOR LABOR & SHIPPING	001-261-630-360	2,403.80
BRIAN ARNETT	00046759	01/13/2023	REIMBURSE FOR EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
STATE FIRE ACADEMY	29919	01/13/2023	FIRE SERVICE INSTRUCTOR ROCKWELL & STARKS	001-261-600-390	1,200.00
GOLDY'S FIRE APPARATUS. LLC	0003748	01/16/2023	SENSOR FOR L 1	001-261-630-360	471.49
FUELMAN / FLEETCOR	NP63659779	01/16/2023	FUEL CHARGES 1.9.23-1.15.23	001-261-525-231	733.51
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17044386	01/17/2023	FIREFIGHTER GEAR BAG	001-261-918-805	240.00
SULLIVAN'S OFFICE SUPPLY, INC.	78607	01/17/2023	OFFICE SUPPLIES	001-261-501-200	20.78
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17044381	01/18/2023	HELMET: BULLARD PX:4" SHIELD (1)	001-261-918-805	269.00
AMAZON CAPITAL SERVICES, INC.	1XCK-6MQW-971F	01/18/2023	HEATER & HOUSING ASSEMBLY ST 1 DRYER	001-261-558-269	102.86
STARKVILLE UTILITIES	INV0035941	01/20/2023	MONTHLY USAGE	001-261-625-380	432.31
AMAZON CAPITAL SERVICES, INC.	1V6C-PFLV-JKMG	01/22/2023	2 EMERGENCY MEDICAL RESPONDER 11 EMERGENCY MEDICAL	001-261-600-390	1,461.86
EMERGENCY EQUIPMENT PROFESSIONALS	478777	01/23/2023	SWITCH,ROCK,BLKSPST-MOM FREIGHT LADDER 2	001-261-630-360	30.35
EAST MISSISSIPPI LUMBER CO.	D108220	01/23/2023	CRIMPING TOOL,LOOSE NUTS BOLT SCREWS,(8)	001-261-555-250	19.43
FUELMAN / FLEETCOR	NP63684886	01/23/2023	FUEL CHARGES 1.16.22-1.22.23	001-261-525-231	708.68
AMAZON CAPITAL SERVICES, INC.	1PH9-TYJC-DJWQ	01/25/2023	DRYER THERMOSTAT ST 1	001-261-555-250	25.00
EAST MISSISSIPPI LUMBER CO.	A123221	01/25/2023	BATHROOM HEATER ST 1	001-261-555-250	57.99
LOWE'S-FIRE	02609	01/26/2023	FIRE EXTINGUISHER	001-261-558-269	119.66

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SULLIVAN'S OFFICE SUPPLY, INC.	78878	01/26/2023	SHREDDER & PUSH PINS	001-261-501-200	190.89
CADENCE /ELAN VISA	INV0035948	01/27/2023	VIASAT INTERNET	001-261-604-330	170.85
CADENCE /ELAN VISA	INV0035948	01/27/2023	VIASAT INTERNET	001-261-604-330	0.64
ATMOS ENERGY	INV0035942	01/30/2023	MONTHLY USAGE	001-261-625-380	675.27
ATMOS ENERGY	INV0035942	01/30/2023	MONTHLY USAGE	001-261-625-380	1,113.91
ATMOS ENERGY	INV0035942	01/30/2023	MONTHLY USAGE	001-261-625-380	2,030.48
FUELMAN / FLEETCOR	NP63713507	01/30/2023	FUEL CHARGES 1.23.23-1.29.23	001-261-525-231	654.14
Outstanding Total:					18,558.95
Department 261 - FIRE DEPARTMENT Total:					18,558.95
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	001-281-690-450	80.95
CANON FINANCIAL SERVICES, INC	29827323	01/12/2023	METER USAGE	001-281-604-330	96.79
FUELMAN / FLEETCOR	NP63659779	01/16/2023	FUEL CHARGES 1.9.23-1.15.23	001-281-525-231	80.91
Outstanding Total:					258.65
Department 281 - BUILDING/CODES OFFICE Total:					258.65
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0035933	01/06/2023	MONTHLY USAGE	001-290-625-380	101.12
STARKVILLE UTILITIES	INV0035941	01/20/2023	MONTHLY USAGE	001-290-625-380	56.06
Outstanding Total:					157.18
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					157.18
Department: 301 - STREET DEPARTMENT					
Outstanding					
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	001-301-690-450	259.04
MSU FACILITIES MANAGEMENT-	INV0035927	01/04/2023	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	40.05
NUNLEY TRUCKING CO., INC.	2200	01/06/2023	CRUSH & RUN CONNER HEIGHTS	001-301-560-271	844.28
STARKVILLE UTILITIES	INV0035933	01/06/2023	MONTHLY USAGE	001-301-625-380	30,889.14
STARKVILLE UTILITIES	INV0035933	01/06/2023	MONTHLY USAGE	001-301-625-380	37.56
MMC MATERIALS, INC.	804866	01/09/2023	CONCRETE CONNER HEIGHTS	001-301-560-271	696.00
AUTOZONE	0426587909	01/10/2023	WINDSHIELD WASHER FLUID	001-301-630-360	17.94
ENNIS-FLINT, INC.	271939	01/10/2023	TAPE STREET MARKETING	001-301-565-272	1,174.93
STARKVILLE AUTO PARTS	5151-157953	01/10/2023	PREM. HYD.FLUID 5 GAL	001-301-630-400	139.90
CANNON FORD LINCOLN	997124	01/10/2023	TRK 711 REPAIRS	001-301-630-360	179.95
STARKVILLE AUTO PARTS	5151-157970	01/11/2023	HOSES TRK 133	001-301-630-360	400.82
MMC MATERIALS, INC.	805233	01/11/2023	CONCRETE CONNER HEIGHTS	001-301-560-271	1,278.75
OKTIBBEHA COUNTY COOPERATIVE	856069	01/11/2023	HAY & GRASSSEAD	001-301-555-250	140.80
OKTIBBEHA COUNTY COOPERATIVE	856100	01/11/2023	HAY	001-301-555-250	48.50
OKTIBBEHA COUNTY COOPERATIVE	856131	01/11/2023	HAY	001-301-555-250	72.75
EAST MISSISSIPPI LUMBER CO.	E111234	01/11/2023	REBAR CONNER HEIGHTS	001-301-560-271	367.50
MMC MATERIALS, INC.	805754	01/13/2023	CONCRETE CONNER HEIGHTS	001-301-560-271	945.75
OKTIBBEHA COUNTY COOPERATIVE	856730	01/13/2023	JACKET WINTER GEAR P AGNEW	001-301-535-233	68.00
FUELMAN / FLEETCOR	NP63659779	01/16/2023	FUEL CHARGES 1.9.23-1.15.23	001-301-525-231	832.40
CINTAS	4143625818	01/17/2023	SUPPLIES	001-301-555-250	36.78
COVINGTON SALES & SERVICE, INC.	95139	01/17/2023	3 1" BALL VALVE 2 WAY & FREIGHT	001-301-630-360	357.88
AMAZON CAPITAL SERVICES, INC.	144N-333X-9V1R	01/18/2023	BUCKET TEETH	001-301-630-400	308.39
MITCHELL SIGNS	21485	01/19/2023	18' BREAKAWAY SIGN	001-301-565-272	1,138.68
NUNLEY TRUCKING CO., INC.	33016	01/19/2023	CRUSHER RUN ROCK	001-301-560-271	882.42
BELL BUILDING SUPPLY, INC.	365585	01/19/2023	REBAR CONNER HEIGHTS	001-301-560-271	348.60
BELL BUILDING SUPPLY, INC.	365589	01/19/2023	CONCRETE MIX-SET SIGNS	001-301-565-272	42.34

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MMC MATERIALS, INC.	806463	01/19/2023	CONCRETE MIX W/CALCIUM & FIBER CONNOR HEIGHTS	001-301-560-271	1,362.00
IVY AUTO PARTS, LLC.	701044	01/20/2023	PARTS TO REPAIR LIGHTS ON TRK #71	001-301-630-360	40.98
MMC MATERIALS, INC.	806539	01/20/2023	3500 CONCRETE MIX W/CALCIUM & FIBER CONNOR HEIGHTS	001-301-560-271	1,029.00
STARKVILLE UTILITIES	INV0035941	01/20/2023	MONTHLY USAGE	001-301-625-380	378.23
AMAZON CAPITAL SERVICES, INC.	1L4N-RWM6-FLQC	01/21/2023	DUST CAPS TO REPLACE CRACKED AXEL/CAPS TO TILT BED	001-301-630-400	43.97
AMAZON CAPITAL SERVICES, INC.	1NRV-PG9N-FJK3	01/21/2023	HYDRAULIC HOSE CAP KIT FOR REPAIR TO EQUIPMENT	001-301-630-400	64.94
BELL BUILDING SUPPLY, INC.	365847	01/23/2023	1/2" #4 20' REBAIR (30)	001-301-560-271	348.60
STARKVILLE AUTO PARTS	5151-158209	01/23/2023	HOSE FOR JET TRUCK	001-301-630-400	413.44
G&C SUPPLY CO., INC	6893788	01/23/2023	VINYL SHEETING	001-301-560-270	1,554.96
FUELMAN / FLEETCOR	NP63684886	01/23/2023	FUEL CHARGES 1.16.22-1.22.23	001-301-525-231	790.56
PAUL'S WELDING	0981	01/24/2023	REWELD & REPAIR DAMAGED SIGN	001-301-565-272	120.00
BELL BUILDING SUPPLY, INC.	365943	01/24/2023	REBAR	001-301-560-270	348.60
CINTAS	4144344500	01/24/2023	SUPPLIES	001-301-555-250	36.78
COVINGTON SALES & SERVICE, INC.	95238	01/24/2023	PRESSURE RELEIF VALVE & FREIGHT	001-301-630-360	174.80
AMAZON CAPITAL SERVICES, INC.	1PVL-4CNL-G1VG	01/26/2023	MUFFLER ASSEMBLY, MUFFLER CLAMP, BUCKET TEETH, SHIPP	001-301-630-400	681.66
BELL BUILDING SUPPLY, INC.	366137	01/26/2023	REBAR CONNOR HEIGHTS	001-301-560-271	348.60
MMC MATERIALS, INC.	807309	01/26/2023	CONCRETE MIX WITH FIER AND CALCIUM	001-301-560-271	1,538.75
GATEWAY TIRE & SERVICE CENTER	1018-173790	01/27/2023	JOHN DEERE EQUIPMENT TRAILER	001-301-630-400	140.15
GATEWAY TIRE & SERVICE CENTER	108-173855	01/30/2023	TIRES FOR TRUCK #195	001-301-630-360	467.56
CANNON FORD LINCOLN	207070	01/30/2023	COIL ASSEMBLY	001-301-630-360	126.11
CANNON FORD LINCOLN	207071	01/30/2023	OIL PLUG	001-301-630-360	11.82
OKTIBBEHA COUNTY COOPERATIVE	860116	01/30/2023	SHOVEL	001-301-555-250	9.99
FUELMAN / FLEETCOR	NP63713507	01/30/2023	FUEL CHARGES 1.23.23-1.29.23	001-301-525-231	1,091.31
UNITED RENTALS (NORTH AMERICA), INC.	215577174-001	01/31/2023	CONCRETE BROOM	001-301-555-250	70.00
BELL BUILDING SUPPLY, INC.	366439	01/31/2023	SHOVELS, SCOOP, PITCH FORK, MEASURING WHEEL	001-301-555-250	402.90
CINTAS	4145025957	01/31/2023	SUPPLIES	001-301-555-250	36.78
CODY BOYD	610123	01/31/2023	CUT & REMOVE LIMBS ST CHARKES ,MYRTLE, EDGEWOOD ST	001-301-600-300	3,888.00
Outstanding Total:					57,069.64

Paid

ATMOS ENERGY	INV0035917	01/20/2023	MONTHLY USAGE	001-301-625-380	1,845.39
Paid Total:					1,845.39
Department 301 - STREET DEPARTMENT Total:					58,915.03

Department: 360 - ANIMAL CONTROL

Outstanding

FUELMAN / FLEETCOR	NP63659779	01/16/2023	FUEL CHARGES 1.9.23-1.15.23	001-360-525-231	53.44
ARMY NAVY PAWN SHOP	0123223A1	01/23/2023	RATCHET TAC BELT	001-360-535-233	21.00
FUELMAN / FLEETCOR	NP63684886	01/23/2023	FUEL CHARGES 1.16.22-1.22.23	001-360-525-231	56.93
FUELMAN / FLEETCOR	NP63713507	01/30/2023	FUEL CHARGES 1.23.23-1.29.23	001-360-525-231	55.32
Outstanding Total:					186.69
Department 360 - ANIMAL CONTROL Total:					186.69

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035952	01/30/2023	JAN 2023 EXPENSE ADVANCE	001-550-600-297	75,000.00
Outstanding Total:					75,000.00
Department 550 - PARKS AND REC DEPARTMENT Total:					75,000.00
Fund 001 - GENERAL FUND Total:					374,248.74
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
MS AIRPORTS ASSOCIATION	INV0035956	12/07/2022	2023 MEMBERSHIP DUES	015-505-600-338	750.00
SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	015-505-604-330	171.68
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	015-505-690-450	32.38
AMAZON CAPITAL SERVICES, INC.	13LN-K9RM-FLFY	01/11/2023	TEST PRO MULTIMETER W/TEMP CAP BACKLIGHT	015-505-630-400	49.13
CLEARWATER INC., ENVIRONMENTAL ENGI	1232301	01/17/2023	PAY REQUEST NO 5	015-505-720-805	3,681.55
RYAN PINNIX	INV0035932	01/17/2023	STUMP REMOVAL NEAR THE FBO AT AIRPORT	015-505-691-550	200.00
TITAN AVIATION FUELS	3728146	01/18/2023	JET A FUEL	015-505-525-233	33,448.67
TABOR CONSTRUCTION & DEVELOPMENT	APP4	01/19/2023	SITE WORK	015-505-720-805	29,396.53
ERECT-A-TUBE, INC.	ENGSER30	01/19/2023	ENGINEERING SERVICES FOR SINGLE UNIT HANGAR 65X70	015-505-720-805	23,911.84
WALMART- CAPITAL ONE	761653	01/20/2023	supplies	015-505-541-237	108.17
STARKVILLE UTILITIES	INV0035941	01/20/2023	MONTHLY USAGE	015-505-625-380	2,367.59
TITAN AVIATION FUELS	3728516	01/23/2023	AVGAS FUEL	015-505-525-232	34,013.07
LOWE'S- AIRPORT	02401	01/24/2023	LACQUER THINNER GAL,PROLINE 8LB WIPING CLOTHS	015-505-501-198	68.35
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-501-198	1.48
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-501-198	3.00
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-501-198	7.50
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-501-198	8.00
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-501-198	10.72
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-501-198	3.85
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-555-250	14.23
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-555-250	5.21
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-555-250	14.24
LOWE'S- AIRPORT	01142	01/25/2023	LUMBER,GLOVES,HACKSAW,PLIE RS,BLADES,ETC	015-505-691-550	28.46
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2301	01/26/2023	CONTRACT SERVICES	015-505-720-805	2,075.00
IVY AUTO PARTS, LLC.	701524	01/30/2023	B FUID DOT 3 12 OZ	015-505-630-400	10.98
POWERSTROKE EQUIPMENT SALES & SVC	7249	01/31/2023	OIL FILTER	015-505-630-400	11.99
Outstanding Total:					130,393.62
Department 505 - AIRPORT Total:					130,393.62
Fund 015 - AIRPORT FUND Total:					130,393.62

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
TUPELO AVIATION UNLIMITED	22138	12/20/2022	LINE SERVICE LABOR FOR M LEACH MEMORIAL SERVICE	016-515-730-624	1,440.00
QT POD	0378-SP2022	12/23/2022	CELL PLAN 1 YEAR 12.1.22- 11.30.23 RENEWAL M4000	016-515-730-624	480.00
CLEARWATER INC., ENVIRONMENTAL ENGI	1232301	01/17/2023	PAY REQUEST NO 5	016-515-730-835	6,882.45
TABOR CONSTRUCTION & DEVELOPMENT	APP4	01/19/2023	SITE WORK	016-515-730-660	54,955.07
ERECT-A-TUBE, INC.	ENGSER30	01/19/2023	ENGINEERING SERVICES FOR SINGLE UNIT HANGAR 65X70	016-515-730-660	44,701.76
RSI NET * REMOTE SYSTEMS INTEGRATION *	2804	01/20/2023	AWOS SCHEDULED MAINTENANCE	016-515-730-624	800.00
RSINET	7011	01/22/2023	DATA SERVICE OCT-NOV 2022	016-515-730-624	180.00
ATLANTA ATTACHMENT CO.	634715	01/23/2023	RE-CELL FOR RB50A	016-515-730-624	2,455.29
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2301	01/26/2023	CONTRACT SERVICES	016-515-730-655	37,350.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2301	01/26/2023	CONTRACT SERVICES	016-515-730-656	2,075.00
Outstanding Total:					151,319.57
Department 515 - RESTRICTED PROJECTS Total:					151,319.57
Fund 016 - RESTRICTED AIRPORT Total:					151,319.57
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	INV0035922	12/31/2022	MONTHLY USAGE	022-322-604-330	50.25
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	022-322-691-450	356.18
VERIZON CONNECT-NWF	OSV000002960704	01/01/2023	MONTHLY USAGE	022-322-691-450	64.76
TERRY'S GARAGE & REPAIRS, LLC	7638	01/06/2023	TRUCK #93 REPAIR	022-322-630-252	167.74
GATEWAY TIRE & SERVICE CENTER	1018-173099	01/10/2023	TRUCK #93 TIRE	022-322-630-252	411.44
GATEWAY TIRE & SERVICE CENTER	1018-173141	01/11/2023	TRUCK #96A CONVENTIONAL OIL CHANGE	022-322-630-360	56.90
GATEWAY TIRE & SERVICE CENTER	1018-173164	01/11/2023	TRUCK # 88 BRAKE OSE INSTALLATION	022-322-630-360	125.78
POWERSTROKE EQUIPMENT SALES & SVC	7217	01/11/2023	REPAIRED STHIL HEDGE TRIMMER	022-322-630-406	128.98
MHC KENWORTH-TUPELO	R00573700028066	01/11/2023	TRUCK#41 REPAIR	022-322-630-360	877.97
UNIFIRST CORPORATION	1830030375	01/12/2023	UNIFORMS	022-322-535-233	284.30
GOLDEN TRIANGLE PLANNING & DEV. INC	2690012023	01/12/2023	MAILED ITEMS, BANK DRAFTS,STAFF HOURS,HANDLING FEE	022-322-600-364	550.75
STARKVILLE AUTO PARTS	5151-157993	01/12/2023	HOSE,TIES,SCREWDRIVER SET	022-322-555-250	110.31
STARKVILLE AUTO PARTS	5151-158000	01/12/2023	CLAMPS & HANGERS	022-322-555-250	37.47
EMPIRE TRUCK SALES, LLC	CE005101449.01	01/12/2023	PART FROM TUBE SUPPLY ISC	022-322-555-250	317.95
GATEWAY TIRE & SERVICE CENTER	1018-173247	01/13/2023	REPLACED FRONT & REAR BRAKE PADS TRUCK #127	022-322-630-254	266.32
FUELMAN / FLEETCOR	NP63659779	01/16/2023	FUEL CHARGES 1.9.23-1.15.23	022-322-525-231	4,403.61
TERRY'S GARAGE & REPAIRS, LLC	7691	01/17/2023	TRUCK #42 REPAIR	022-322-630-360	869.24
WATERS TRUCK & TRACTOR CO. INC.	01P118452	01/18/2023	SUPPORT MUFFLER HANGER	022-322-555-250	215.65
A+ AUTO REPAIR	024466	01/19/2023	TRUCK#97 DIAGNOSE & TEST	022-322-630-360	45.00
UNIFIRST CORPORATION	1830031326	01/19/2023	UNIFORMS	022-322-535-233	281.69
A+ AUTO REPAIR	024469	01/20/2023	TRUCK #87 DIAGNOSE & TEST	022-322-630-360	45.00
PAUL'S WELDING	0980	01/20/2023	TRUCK #39 REPAIR	022-322-630-360	480.00
STARKVILLE UTILITIES	INV0035941	01/20/2023	MONTHLY USAGE	022-322-625-380	1,782.62

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	11C7-YVVL-FGCR	01/21/2023	RAIN SUITS (3)	022-322-535-233	265.94
STARKVILLE AUTO PARTS	5151-158208	01/23/2023	SUPPLIES	022-322-555-250	144.85
FUELMAN / FLEETCOR	NP63684886	01/23/2023	FUEL CHARGES 1.16.22-1.22.23	022-322-525-231	3,589.15
CITY OF STARKVILLE	INV0035930	01/24/2023	2023 FREIGHTLINER M2 #9147	022-322-820-880	13,144.06
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-1122	01/25/2023	NOV 2022	022-322-600-333	5,128.78
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-1222	01/25/2023	DEC 2022	022-322-600-333	6,031.46
UNIFIRST CORPORATION	1830032379	01/26/2023	UNIFORMS	022-322-535-233	273.92
H&R AGRI-POWER	CN32550	01/26/2023	SUPPLIES AND PARTS	022-322-555-250	680.50
RJ YOUNG	INV6147880	01/26/2023	SERVICE PROTECTION FOR COPIER	022-322-604-330	95.18
GATEWAY TIRE & SERVICE CENTER	1018-173806	01/27/2023	TRUCK #91 TIRES	022-322-630-252	869.44
FUELMAN / FLEETCOR	NP63713507	01/30/2023	FUEL CHARGES 1.23.23-1.29.23	022-322-525-231	4,087.19
Outstanding Total:					46,240.38
Department 322 - SANITATION DEPARTMENT Total:					46,240.38
Fund 022 - ENVIRONMENTAL SERVICES Total:					46,240.38
Fund: 120 - MODERNIZATION USE TAX					
Department: 300 - STREET DEPARTMENT					
Outstanding					
MMC MATERIALS, INC.	782702	08/19/2022	CONCRETE FOR S MONTGOMERY DRIVEWAY	120-300-912-861	972.00
TEMPLE INC.	INV0225610	01/10/2023	ELECTRICAL SUPPLIES LOUISVILLE ST	120-300-912-852	135,611.00
Outstanding Total:					136,583.00
Department 300 - STREET DEPARTMENT Total:					136,583.00
Fund 120 - MODERNIZATION USE TAX Total:					136,583.00
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	129555	12/20/2022	NEPA ENVIROMENTAL ASSESSMENT	303-600-600-309	80.00
OKT COUNTY SUPERVISORS	129736	01/23/2023	HEADWATERS INC	303-600-600-309	471.25
Outstanding Total:					551.25
Department 600 - CAPITAL PROJECTS Total:					551.25
Fund 303 - INDUSTRIAL PARK BOND Total:					551.25
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT					
Department: 656 - MAIN STREET CORRIDOR					
Outstanding					
KIMLEY HORN	115326003-1222	12/31/2022	MAIN ST IMPROVEMENTS	311-656-600-300	64,930.00
Outstanding Total:					64,930.00
Department 656 - MAIN STREET CORRIDOR Total:					64,930.00
Fund 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Total:					64,930.00
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
KIMLEY HORN	115326004-1222	12/31/2022	NEEDMORE COMMUNITY CENTER	312-551-600-044	12,795.00
DD CONSULTING	DD23-STARKVILLE003	01/20/2023	MCKEE PARK AND NEEDMORE CENTER	312-551-600-002	3,000.00
Outstanding Total:					15,795.00
Department 551 - PARK & REC TOURISM Total:					15,795.00
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					15,795.00

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
ENNIS-FLINT, INC.	266904	06/30/2022	PARK PARKING LOT TAPE	375-551-907-942	374.93
Outstanding Total:					374.93
Department 551 - PARK & REC TOURISM Total:					374.93
Fund 375 - PARK AND REC TOURISM Total:					374.93
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
ATWELL & GENT, P.A.	10973	01/23/2023	OFF CORRIDOR ELCTRIC CE&I	377-318-912-841	1,515.67
Outstanding Total:					1,515.67
Department 318 - MS182/MLK Total:					1,515.67
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					1,515.67
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
BSN SPORTS	920141280	01/09/2023	PERMANENT 14 BAT RACK	380-551-918-805	1,502.56
T&M STEEL ERECTORS, INC.	PAY AP NO 019	01/31/2023	PHASE 3 #19	380-551-907-945	219,055.31
T&M STEEL ERECTORS, INC.	PAY AP NO 022	01/31/2023	PHASE 2 #22	380-551-907-945	14,177.04
SOUTHERN ELECTRIC CORP OF MS	PAY APP NO 012	01/31/2023	LIGHTING #12	380-551-907-943	33,630.00
Outstanding Total:					268,364.91
Department 551 - PARK & REC TOURISM Total:					268,364.91
Fund 380 - PARK BONDS 2020 Total:					268,364.91
Fund: 681 - PAYROLL					
Department: 000 - UNDESIGNATED					
Paid					
GEORGE COLEMAN	INV0035937	01/27/2023	AMERICAN PUBLIC REIMBURSEMENT	681-000-115-608	45.90
LASHONDA MALONE	INV0035938	01/27/2023	AMERICAN PUBLIC REIMBURSEMRNT	681-000-115-608	12.40
Paid Total:					58.30
Department 000 - UNDESIGNATED Total:					58.30
Fund 681 - PAYROLL Total:					58.30
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION					
Department: 300 - STREET DEPARTMENT					
Outstanding					
GARVER, LLC	22T18200-1	01/12/2023	HOSPITAL RD AND STARK RD EXTENSION	700-300-600-301	17,185.00
Outstanding Total:					17,185.00
Department 300 - STREET DEPARTMENT Total:					17,185.00
Fund 700 - STARK/HOSPITAL ROAD EXPANSION Total:					17,185.00
Grand Total:					1,207,560.37

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	374,248.74	71,917.13
015 - AIRPORT FUND	130,393.62	0.00
016 - RESTRICTED AIRPORT	151,319.57	0.00
022 - ENVIRONMENTAL SERVICES	46,240.38	0.00
120 - MODERNIZATION USE TAX	136,583.00	0.00
303 - INDUSTRIAL PARK BOND	551.25	0.00
311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT	64,930.00	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	15,795.00	0.00
375 - PARK AND REC TOURISM	374.93	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	1,515.67	0.00
380 - PARK BONDS 2020	268,364.91	0.00
681 - PAYROLL	58.30	58.30
700 - STARK/HOSPITAL ROAD EXPANSION	17,185.00	0.00
Grand Total:	1,207,560.37	71,975.43

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...	1,020.06	0.00
001-000-149-691	MUNICIPAL COURT BOND...	1,492.50	1,492.50
001-000-160-697	DONATION FIRE	696.34	0.00
001-000-160-698	DONATION POLICE	13.97	0.00
001-000-200-084	TAXES DUE TO DOWNTOWN...	2,624.33	2,624.33
001-000-220-018	PRIVILEGE LICENSE	16.67	16.67
001-005-054-208	DUE FROM PARKS & REC -...	1,202.26	0.00
001-100-610-350	TRAVEL / TRAINING	1,286.57	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	1,506.60	0.00
001-110-600-301	PROFESSIONAL & CONTR...	37.00	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	247.55	0.00
001-110-610-350	TRAVEL	142.68	0.00
001-110-918-805	EQUIP & SOFTWARE	10,264.00	0.00
001-111-604-330	COMMUNICATIONS	167.15	0.00
001-120-600-300	PROFESSIONAL SERVICES	27,300.00	0.00
001-120-604-330	COMMUNICATIONS	197.27	0.00
001-120-610-350	TRAVEL AND CONFERENC...	194.88	0.00
001-120-691-550	MISC EXPENSES / ADVERT...	173.40	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	19.95	0.00
001-123-604-330	COMMUNICATIONS	198.77	0.00
001-123-918-806	CAMERA LEASE PAYMENTS	1,193.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	281.00	0.00
001-145-600-303	SOFTWARE - CITYWIDE	2,265.00	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	669.81	0.00
001-159-620-371	BONDING-CITY EMPLOYE...	175.00	0.00
001-180-501-200	SUPPLIES AND EQUIPMENT	28.90	0.00
001-180-600-320	DRUG/BACKGROUND CH...	150.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	98.26	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	2,832.20	0.00
001-190-600-300	PROF. SVCS	2,217.50	0.00
001-190-600-305	ARCHITECTURE REVIEWS	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	112.98	0.00
001-192-510-220	SUPPLIES	455.10	0.00
001-192-600-338	CONTRACT SERVICES	2,744.00	0.00
001-192-625-380	UTILITIES	896.38	896.38
001-192-630-403	REPAIRS TO BUILDING & ...	616.53	0.00
001-197-502-201	SOFTWARE & REFERENCE...	1,520.00	0.00
001-197-525-231	GAS & OIL	41.21	0.00
001-197-604-330	COMMUNICATIONS	96.79	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-197-690-450	GPS EXPENSES	32.38	0.00
001-201-501-200	OFFICE SUPPLIES	888.41	0.00
001-201-525-231	GAS & OIL	10,403.06	0.00
001-201-535-233	UNIFORMS	3,372.96	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	357.00	0.00
001-201-545-238	FIRING RANGE SUPPLIES	597.52	0.00
001-201-556-251	POLICE SUPPLIES	3,095.02	0.00
001-201-600-300	PROFESSIONAL SERVICES	465.45	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	885.33	0.00
001-201-615-343	PRINTING & BINDING	144.59	0.00
001-201-625-380	UTILITIES	46.98	41.86
001-201-630-360	VEHICLE REPAIRS & MAIN...	11,001.70	0.00
001-201-630-426	BUILDING MAINTENANCE	2,535.00	0.00
001-201-635-369	COPIER RENTAL	880.16	0.00
001-201-690-450	GPS EXPENSES	554.64	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	9,334.91	0.00
001-201-918-802	FUSUS REAL TIME CRIME...	67,400.00	65,000.00
001-201-918-805	EQUIPMENT & SOFTWARE	38,718.00	0.00
001-246-525-231	GAS AND OIL	128.76	0.00
001-246-630-360	SOFTWARE, SMALL EQUI...	4,870.00	0.00
001-261-501-200	OFFICE SUPPLIES	211.67	0.00
001-261-525-231	GAS & OIL	2,096.33	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	907.15	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	262.12	0.00
001-261-558-269	BUILDING MAINTENANCE	1,305.54	0.00
001-261-600-390	FIRE TRAINING	2,741.86	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	1,615.11	0.00
001-261-625-380	UTILITIES	5,256.26	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	3,029.16	0.00
001-261-630-404	RADIO MAINTENANCE / E...	220.00	0.00
001-261-690-450	GPS EXPENSES	404.75	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	509.00	0.00
001-281-525-231	GAS & OIL	80.91	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	96.79	0.00
001-281-690-450	GPS EXPENSES	80.95	0.00
001-290-625-380	UTILITIES / CODE RED	157.18	0.00
001-301-525-231	GAS & OIL	2,714.27	0.00
001-301-535-233	UNIFORMS	68.00	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	855.28	0.00
001-301-560-270	CONSTRUCTION MATERIA...	1,903.56	0.00
001-301-560-271	CONSTRUCTION - CONNER...	9,990.25	0.00
001-301-565-272	STREETS SIGNS & PAINT	2,475.95	0.00
001-301-600-300	TREE TRIMMING	3,888.00	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	33,190.37	1,845.39
001-301-630-360	VEHICLE REPAIRS & MAIN...	1,777.86	0.00
001-301-630-400	EQUIPMENT REPAIR & MA...	1,792.45	0.00
001-301-690-450	GPS EXPENSES	259.04	0.00
001-360-525-231	GAS & OIL	165.69	0.00
001-360-535-233	UNIFORMS	21.00	0.00
001-550-600-297	OPERATING EXPENSE REI...	75,000.00	0.00
015-505-501-198	BUILDING REPAIRS & MAI...	102.90	0.00
015-505-525-232	100LL AV GAS PURCHASED	34,013.07	0.00
015-505-525-233	JET A FUEL PURCHASES	33,448.67	0.00
015-505-541-237	OPERATING SUPPLIES	108.17	0.00
015-505-555-250	SMALL EQUIPMENT & TO...	33.68	0.00
015-505-600-338	CONTRACT & LEGAL SERV...	750.00	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	171.68	0.00
015-505-625-380	UTILITIES	2,367.59	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-630-400	EQUIPMENT REPAIR & MA...	72.10	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	228.46	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT...	59,064.92	0.00
016-515-730-624	2021 FAA ACRGP GRANT 3...	5,355.29	0.00
016-515-730-655	FAA 3-28-0068-028-2022 ...	37,350.00	0.00
016-515-730-656	MDOT 3-28-0068-028-20...	2,075.00	0.00
016-515-730-660	CAPITAL IMPROVEMENT-...	99,656.83	0.00
016-515-730-835	PROFESSIONAL SERVICES-...	6,882.45	0.00
022-322-525-231	GAS & OIL	12,079.95	0.00
022-322-535-233	UNIFORMS	1,105.85	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	1,506.73	0.00
022-322-600-333	ADMINISTRATIVE SERVICES	11,160.24	0.00
022-322-600-364	BILLING SERVICES	550.75	0.00
022-322-604-330	COPIER, PHONES, RADIOS	145.43	0.00
022-322-625-380	UTILITIES	1,782.62	0.00
022-322-630-252	VEHICLE R&M - COMMER...	1,448.62	0.00
022-322-630-254	VEHICLE R&M - LANDSCA...	266.32	0.00
022-322-630-360	VEHICLE R&M - RESIDENT...	2,499.89	0.00
022-322-630-406	EQUIPMENT R&M - LAND...	128.98	0.00
022-322-691-450	GPS EXPENSES	420.94	0.00
022-322-820-880	GEN FUND 2023 FREIGHTL...	13,144.06	0.00
120-300-912-852	LOUISVILLE STREET TRAFF...	135,611.00	0.00
120-300-912-861	2022 STREET IMPROVEM...	972.00	0.00
303-600-600-309	LEGAL AND PROF SVCS EX...	551.25	0.00
311-656-600-300	PROFESSIONAL SERVICE/...	64,930.00	0.00
312-551-600-002	KIMLEY HORNE - MCKEE ...	3,000.00	0.00
312-551-600-044	KIMLEY HORNE - NEEDM...	12,795.00	0.00
375-551-907-942	EXISTING PARK IMPROVE...	374.93	0.00
377-318-912-841	OFF-CORRIDOR ELECTRIC ...	1,515.67	0.00
380-551-907-943	LIGHTING	33,630.00	0.00
380-551-907-945	CORNERSTONE - PHASE 2 ...	233,232.35	0.00
380-551-918-805	CORNERSTONE EQUIPME...	1,502.56	0.00
681-000-115-608	AMERICAN PUBLIC LIFE W...	58.30	58.30
700-300-600-301	PROFESSIONAL SERVICES -...	17,185.00	0.00
Grand Total:		1,207,560.37	71,975.43

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	841,272.35	71,975.43
311656600300	64,930.00	0.00
312551600002	3,000.00	0.00
312551600044	12,795.00	0.00
377318912841	1,515.67	0.00
380551907943	33,630.00	0.00
380551907945	219,055.31	0.00
380551907946	14,177.04	0.00
PROFESSIONAL SERVICES - FEASIBILITY	17,185.00	0.00
Grand Total:	1,207,560.37	71,975.43



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

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

A handwritten signature in dark ink, appearing to read "Emilia Montgomery", with a large, sweeping flourish at the end.

Emilia Montgomery
Accountant
Starkville Utilities

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 02/08/23 ACCOUNT 23110			RUN DATE 01/31/23		02:22 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR: 4 INNOVATIVE BROADCAST SERVICE									
INV-003030	01/12/23	6111 Repairs		02/08/23	1281.25	.00	ACH		
INV-003031	01/18/23	6098 Maintenance		02/08/23	177.50	.00	ACH		
INV-003032	01/12/23	6107 Repairs		02/08/23	844.50	.00	ACH		
INV-003033	01/18/23	6099 Meeting (Time/Hours)		02/08/23	250.00	.00	ACH		
INV-003046	01/18/23	5992 Maintenance		02/08/23	718.00	.00	ACH		
INV-003047	01/18/23	6010 Supplies		02/08/23	1489.25	.00	ACH		
INV003036	01/12/23	6109 Repairs		02/08/23	600.00	.00	ACH		
				VENDOR TOTAL:	5360.50				
VENDOR: 95 2 LADIES PROMO									
1025	01/23/23	6051 Uniforms		02/08/23	472.07	.00	ACH		
				VENDOR TOTAL:	472.07				
VENDOR: 105 ACCESS ENVIRONMENTAL									
23.01	01/30/23	5638 Professional Fees		02/08/23	2823.14	.00	CHK		
				VENDOR TOTAL:	2823.14				
VENDOR: 116 AMAZON CAPITAL SERVICES									
1QRT-NJ3D-CY73	01/17/23	6087 Materials		02/08/23	55.48	.00	ACH		
1WVJ-QQFK-FHC3	01/18/23	6096 Supplies		02/08/23	7.95	.00	ACH		
				VENDOR TOTAL:	63.43				
VENDOR: 124 ATMOS ENERGY									
3020752702-01/23	01/31/23	0 Utility bill		02/08/23	132.66	.00	ACH		
3020752962-01/23	01/31/23	0 Utility bill		02/08/23	63.46	.00	ACH		
				VENDOR TOTAL:	196.12				
VENDOR: 188 BOX CONSTRUCTION LLC									
11/30/22 - 33	01/18/23	5993 Sewer Repairs		02/08/23	5598.00	.00	ACH		
				VENDOR TOTAL:	5598.00				
VENDOR: 194 AUTOZONE									
0426587702	01/12/23	6094 Maintenance		02/08/23	14.87	.00	ACH		
0426587916	01/12/23	6094 Maintenance		02/08/23	66.98	.00	ACH		
0426589401	01/18/23	6254 Supplies		02/08/23	14.87	.00	ACH		

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
0426589496	01/18/23	6254 Supplies		02/08/23	14.87	.00	ACH			
VENDOR TOTAL:					111.59					
VENDOR: 202 BELL BUILDING SUPPLY										
365024	01/12/23	6112 Materials		02/08/23	34.86	.00	ACH			
365089	01/12/23	6186 Materials		02/08/23	236.49	.00	ACH			
VENDOR TOTAL:					271.35					
VENDOR: 220 CENTRAL PIPE SUPPLY										
S100299891.001	01/18/23	7090 Materials		02/08/23	1515.80	.00	ACH			
S100305037.001	01/30/23	5601 Materials		02/08/23	195.60	.00	ACH			
S100307884.001	01/30/23	5668 Materials		02/08/23	197.08	.00	ACH			
S100318811.001	01/12/23	6072 Materials		02/08/23	760.50	.00	ACH			
S100318811.002	01/25/23	6072 Materials		02/08/23	6027.03	.00	ACH			
S100320169.001	01/18/23	6031 Materials		02/08/23	2909.54	.00	ACH			
VENDOR TOTAL:					11605.55					
VENDOR: 266 COLUMBUS RUBBER & GASKET										
659840-001	01/12/23	6066 Materials		02/08/23	83.75	.00	ACH			
660286-001	01/10/23	6078 Maintenance		02/08/23	655.94	.00	ACH			
VENDOR TOTAL:					739.69					
VENDOR: 320 COKER ENVIROMENTAL LABS LLC										
6418	01/25/23	5660 Testing		02/08/23	185.00	.00	ACH			
6419	01/25/23	5660 Testing		02/08/23	185.00	.00	ACH			
VENDOR TOTAL:					370.00					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3125710-002-000	01/12/23	5994 Materials		02/08/23	372.50	.00	ACH			
3130077-000-000	01/12/23	6081 Materials		02/08/23	111.00	.00	ACH			
3130077-001-000	01/12/23	6081 Materials		02/08/23	222.00	.00	ACH			
3130290-000-000	01/23/23	6464 Materials		02/08/23	515.00	.00	ACH			
VENDOR TOTAL:					1220.50					
VENDOR: 605 FERGUSON ENTERPRISES LLC										
0771051	01/12/23	6083 Maintenance		02/08/23	550.00	.00	ACH			
0772737	01/27/23	7015 Materials		02/08/23	2086.12	.00	ACH			
VENDOR TOTAL:					2636.12					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ACH SEQ
VENDOR:	606	4-COUNTY EPA								
01/30/23	01/31/23	0 Utilities expense		02/08/23	89.20	.00	CHK			
		VENDOR TOTAL:			89.20					
VENDOR:	621	EMPIRE TRUCK SALES, LLC								
CE005101382:01	01/12/23	6075 Maintenance		02/08/23	15.38	.00	CHK			
		VENDOR TOTAL:			15.38					
VENDOR:	639	GOLDEN TRIANGLE								
13365 & 13366	01/31/23	0 Billing services		02/08/23	61.00	.00	ACH			
		VENDOR TOTAL:			61.00					
VENDOR:	690	GARVER LLC								
21W10050-11	01/31/23	0 Engineering-Green Oaks South		02/08/23	8313.30	.00	ACH			
		VENDOR TOTAL:			8313.30					
VENDOR:	698	ROBERT K. FORTENBERRY								
01/30/23	01/31/23	0 CUE hours for WW License		02/08/23	149.76	.00	ACH			
		VENDOR TOTAL:			149.76					
VENDOR:	765	HYDRA SERVICE, INC.								
164852	01/17/23	5426 Equipment Rental		02/08/23	5358.00	.00	ACH			
164853	01/17/23	5423 Equipment Rental		02/08/23	316.00	.00	ACH			
164859	01/17/23	5424 Equipment Rental		02/08/23	437.00	.00	ACH			
164878	01/17/23	5425 Equipment Rental		02/08/23	1166.00	.00	ACH			
164879	01/17/23	5422 Equipment Rental		02/08/23	506.00	.00	ACH			
165451	01/30/23	5426 Pump Rental		02/08/23	5358.00	.00	ACH			
165464	01/30/23	5425 Equipment Rental		02/08/23	1166.00	.00	ACH			
		VENDOR TOTAL:			14307.00					
VENDOR:	808	HOLLIS BROTHERS ELECTRIC INC								
53777	01/25/23	6045 Services		02/08/23	205.00	.00	CHK			
		VENDOR TOTAL:			205.00					

STARKVILLE WATER DEPT		ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT		FOR: 02/08/23 ACCOUNT 23110						01/31/23 02:22 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR:	821	H & H TRUCK & OUTDOOR							
CO-T-1039540	01/25/23	6129 Tool Box		02/08/23	1639.99	.00	CHK		
VENDOR:	825	H & H CONSTRUCTION & EXC LLC							
				VENDOR TOTAL:	1639.99				
1389	01/23/23	6090 Water & Sewer Repairs		02/08/23	1406.00	.00	ACH		
1390	01/23/23	6781 Sewer Repair		02/08/23	4710.00	.00	ACH		
1391	01/23/23	7112 Sewer Repair		02/08/23	890.00	.00	ACH		
VENDOR:				VENDOR TOTAL:	7006.00				
VENDOR:	942	ICM OF AMERICA, INC							
022721	01/27/23	6077 Materials		02/08/23	7671.70	.00	ACH		
VENDOR:	1010	JT RAY CO							
				VENDOR TOTAL:	7671.70				
230116-0437	01/17/23	6040 Maintenance		02/08/23	54.95	.00	ACH		
230126-0067	01/27/23	7128 Plotter Service		02/08/23	207.00	.00	ACH		
VENDOR:				VENDOR TOTAL:	261.95				
VENDOR:	1021	KIMBALL MIDWEST							
100645532	01/18/23	6097 Supplies		02/08/23	46.00	.00	CHK		
VENDOR:	1035	KANSAS CITY SOUTHERN							
				VENDOR TOTAL:	46.00				
64000056949	01/31/23	0 Annual Rent-Sewer		02/08/23	50.00	.00	ACH		
VENDOR:				VENDOR TOTAL:	50.00				
VENDOR:	1039	KIMLEY-HORN & ASSOC INC							
014627000-1222	01/31/23	0 Engineering-Main St W/S		02/08/23	4830.00	.00	ACH		
VENDOR:				VENDOR TOTAL:	4830.00				
VENDOR:	1205	LOWE'S							
901007	01/18/23	6493 Supplies		02/08/23	15.40	.00	CHK		
901140	01/27/23	7120 Supplies		02/08/23	77.33	.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
901188	01/12/23	6105	Supplies	02/08/23	02/08/23	90.48	.00	CHK			
901458	01/17/23	6261	Supplies	02/08/23	02/08/23	103.78	.00	CHK			
901785	01/17/23	6266	Supplies	02/08/23	02/08/23	64.48	.00	CHK			
902344	01/27/23	7117	Supplies	02/08/23	02/08/23	57.00	.00	CHK			
909721	01/17/23	6114	Supplies	02/08/23	02/08/23	58.86	.00	CHK			
VENDOR TOTAL:						467.33					
VENDOR: 1322 MMC MATERIALS, INC.											
805134	01/23/23	6088	Concrete	02/08/23	02/08/23	198.50	.00	ACH			
805431	01/18/23	6425	Concrete	02/08/23	02/08/23	531.00	.00	ACH			
806544	01/23/23	6423	Concrete	02/08/23	02/08/23	455.00	.00	ACH			
807196	01/27/23	7114	Concrete	02/08/23	02/08/23	382.75	.00	ACH			
807424	01/30/23	7114	Concrete	02/08/23	02/08/23	467.00	.00	ACH			
VENDOR TOTAL:						2034.25					
VENDOR: 1390 JACKSON NEWELL PAPER CO											
3152714	01/23/23	6104	Supplies	02/08/23	02/08/23	772.40	.00	ACH			
VENDOR TOTAL:						772.40					
VENDOR: 1391 NAVIGATION ELECTRONICS INC											
0089563-IN	01/23/23	6414	Supplies	02/08/23	02/08/23	1548.41	.00	ACH			
VENDOR TOTAL:						1548.41					
VENDOR: 1525 OKTIBBEHA COUNTY COOP											
855725	01/12/23	6091	Uniforms	02/08/23	02/08/23	143.45	.00	ACH			
856322	01/12/23	6086	Uniforms	02/08/23	02/08/23	102.12	.00	ACH			
857355	01/17/23	6356	Supplies	02/08/23	02/08/23	32.97	.00	ACH			
857797	01/23/23	6690	Uniforms	02/08/23	02/08/23	126.66	.00	ACH			
858171	01/23/23	7066	Materials	02/08/23	02/08/23	28.75	.00	ACH			
859534	01/27/23	7127	Maintenance	02/08/23	02/08/23	99.31	.00	ACH			
VENDOR TOTAL:						533.26					
VENDOR: 1627 PROGRAPHICS											
81591	01/27/23	7121	Supplies	02/08/23	02/08/23	76.50	.00	ACH			
VENDOR TOTAL:						76.50					

STARKVILLE WATER DEPT		ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		RUN DATE		PAGE	
PRG. ACTPAYLT		FOR: 02/08/23 ACCOUNT 23110						01/31/23		02:22 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: 1893 SCHWEITZER ENGINEERING LAB											
INV-000797193	01/23/23	5739	Materials		02/08/23	12676.40	.00	ACH			
					VENDOR TOTAL:	12676.40					
VENDOR: 1905 STARKVILLE AUTO PARTS											
5151-158106	01/18/23	6482	Supplies		02/08/23	15.99	.00	CHK			
5151-158279	01/27/23	7126	Maintenance		02/08/23	70.06	.00	CHK			
					VENDOR TOTAL:	86.05					
VENDOR: 1909 STARKVILLE WATER - UTILITIES											
JAN 2023	01/25/23	0	Utility bills		02/08/23	68362.41	.00	DFT			
					VENDOR TOTAL:	68362.41					
VENDOR: 1910 STARKVILLE ELECTRIC DEPT											
14610-1222	01/25/23	0	Due to Elec Dept-146.10		02/08/23	75113.88	.00	ACH			
					VENDOR TOTAL:	75113.88					
VENDOR: 1917 RONNIE JONES CONST, INC.											
20231008	01/18/23	6343	Limestone		02/08/23	1156.50	.00	ACH			
20231020	01/27/23	7025	Crusher Run		02/08/23	1140.04	.00	ACH			
					VENDOR TOTAL:	2296.54					
VENDOR: 1921 STAPLES BUSINESS CREDIT											
7604589710-0-1	01/23/23	6092	Supplies		02/08/23	558.22	.00	CHK			
					VENDOR TOTAL:	558.22					
VENDOR: 1937 SOUTHERN PIPE & SUPPLY											
7590554-00	01/30/23	6494	Materials		02/08/23	3771.80	.00	ACH			
					VENDOR TOTAL:	3771.80					
VENDOR: 1943 SOUTHERN TELECOMMUNICATIONS											
DECEMBER 2022	01/31/23	0	Phone Bill - 2490 - 66232318		02/08/23	153.70	.00	CHK			
					VENDOR TOTAL:	153.70					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES			PAGE	
PRG. ACTPAYLT			FOR: 02/08/23 ACCOUNT 23110						01/31/23 02:22 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: 1947 SUNCOAST INFRASTRUCTURE, INC										
S22079-2022	01/31/23	0 Green Oaks Sewer-Phase 2		02/08/23	123167.39	.00	ACH			
S22079-2022-2	01/31/23	0 Green Oaks Sewer-Phase 2		02/08/23	100350.66	.00	ACH			
				VENDOR TOTAL:	223518.05					
VENDOR: 1952 STORAGE AND CANOPY, INC.										
330	01/23/23	6080 Storage Canopy		02/08/23	6408.63	.00	ACH			
				VENDOR TOTAL:	6408.63					
VENDOR: 2024 THOMPSON MACHINERY										
PC110322831	01/23/23	7050 Maintenance		02/08/23	20.43	.00	CHK			
PC110322832	01/23/23	7050 Maintenance		02/08/23	34.40	.00	CHK			
				VENDOR TOTAL:	54.83					
VENDOR: 2039 TRIPLE C TRAILERS LLC										
2390	01/10/23	6079 Maintenance		02/08/23	145.00	.00	CHK			
2405	01/27/23	7125 Maintenance		02/08/23	390.00	.00	CHK			
				VENDOR TOTAL:	535.00					
VENDOR: 2098 ULINE										
158386949	01/12/23	6084 Supplies		02/08/23	2208.49	.00	ACH			
158694357	01/17/23	6354 Materials		02/08/23	259.74	.00	ACH			
				VENDOR TOTAL:	2468.23					
VENDOR: 2104 UPS										
000024W1X6013	01/23/23	6043 Shipping		02/08/23	237.58	.00	CHK			
000024W1X6023	01/23/23	6043 Shipping		02/08/23	41.05	.00	CHK			
000024W1X6532	01/23/23	6732 Shipping		02/08/23	43.52	.00	CHK			
				VENDOR TOTAL:	322.15					
VENDOR: 2111 USA BLUEBOOK										
228362	01/23/23	6023 Supplies		02/08/23	135.90	.00	ACH			
240412	01/23/23	6715 Materials		02/08/23	191.47	.00	ACH			
				VENDOR TOTAL:	327.37					

STARKVILLE WATER DEPT													ACCOUNTS PAYABLE LISTING													UNPAID 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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR: 110 ARKANSAS ELECTRIC											
03053699	01/23/23	10742	Materials		02/08/23	422.50	.00	ACH			
03058148	01/30/23	10962	Materials		02/08/23	1753.50	.00	ACH			
VENDOR TOTAL:						2176.00					
VENDOR: 116 AMAZON CAPITAL SERVICES											
13DP-YM3M-FG93	01/18/23	10946	Supplies		02/08/23	22.74	.00	ACH			
193N-PRDD-6VNQ	01/23/23	10933	Supplies		02/08/23	304.21	.00	ACH			
1GMX-JQ1Y-GMJP	01/17/23	10931	Supplies		02/08/23	404.88	.00	ACH			
1H9V-J9V7-13XH	01/25/23	10984	Supplies		02/08/23	23.17	.00	ACH			
1HFX-DNR-4JUM	01/25/23	10933	Supplies		02/08/23	38.28	.00	ACH			
1MXN-1J17-CCDY	01/23/23	10939	Supplies		02/08/23	108.75	.00	ACH			
1RHQ-H9K7-43HH	01/23/23	10933	Supplies		02/08/23	288.04	.00	ACH			
1T4J-VMHV-FV6W	01/25/23	10967	Supplies		02/08/23	52.09	.00	ACH			
VENDOR TOTAL:						1242.16					
VENDOR: 125 AT & T											
JAN 2023	01/31/23	0	Phone bill		02/08/23	400.34	.00	CHK			
VENDOR TOTAL:						400.34					
VENDOR: 131 ALTEC INDUSTRIES, INC.											
12196660	01/27/23	10969	Materials		02/08/23	2007.79	.00	ACH			
VENDOR TOTAL:						2007.79					
VENDOR: 134 ATWELL & GENT, P.A.											
10970-10975	01/31/23	0	Engineering Services		02/08/23	5545.00	.00	ACH			
VENDOR TOTAL:						5545.00					
VENDOR: 139 ACC BUSINESS											
230140705-01/23	01/31/23	0	Internet services		02/08/23	1362.68	.00	ACH			
VENDOR TOTAL:						1362.68					
VENDOR: 202 BELL BUILDING SUPPLY											
364935	01/12/23	10944	Materials		02/08/23	12.82	.00	ACH			
365050	01/12/23	10944	Materials		02/08/23	7.69	.00	ACH			
VENDOR TOTAL:						20.51					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	314	CINTAS CORPORATION								
5142419852	01/27/23	10897 Safety Supplies		02/08/23	25.49	.00	ACH			
				VENDOR TOTAL:	25.49					
VENDOR:	317	CHRIS MITCHELL MANAGEMENT								
053	01/31/23	0 Management Consultant Fees		02/08/23	3350.00	.00	ACH			
				VENDOR TOTAL:	3350.00					
VENDOR:	400	IVY AUTO PARTS								
6699625	01/11/23	10914 Maintenance		02/08/23	102.99	.00	ACH			
699941	01/11/23	10921 Supplies		02/08/23	210.97	.00	ACH			
700338	01/12/23	10942 Maintenance		02/08/23	189.99	.00	ACH			
				VENDOR TOTAL:	503.95					
VENDOR:	455	EXELL WATER & COFFEE, INC.								
020969	01/18/23	10898 Water		02/08/23	45.79	.00	ACH			
037132	01/27/23	10898 Water		02/08/23	35.84	.00	ACH			
909024	01/05/23	0 Return Credit		01/18/23	18.13-	.00	ACH			
				VENDOR TOTAL:	63.50					
VENDOR:	510	EDWARD KEMP								
01/12/23	01/31/23	0 HR Training Reimbursements		02/08/23	79.28	.00	ACH			
01/27/23	01/31/23	0 NMPPA Meeting		02/08/23	66.69	.00	ACH			
				VENDOR TOTAL:	145.97					
VENDOR:	616	FUELMAN								
NP63659779	01/31/23	0 Fuel - BG2416403		02/08/23	2761.72	.00	CHK			
NP63684886	01/31/23	0 Fuel - BG2416403		02/08/23	2083.30	.00	CHK			
				VENDOR TOTAL:	4845.02					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-173490	01/27/23	10966 Maintenance		02/08/23	104.12	.00	ACH			
1018-173760	01/27/23	10980 Maintenance		02/08/23	109.25	.00	ACH			
				VENDOR TOTAL:	213.37					

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								
596535	01/11/23	10813 Materials		02/08/23	4725.00	.00	ACH			
596536	01/11/23	10811 Materials		02/08/23	3750.00	.00	ACH			
				VENDOR TOTAL:	8475.00					
VENDOR:	701	GLENN MACHINE WORKS, INC.								
14105500	01/23/23	10948 Materials		02/08/23	354.50	.00	CHK			
847280100 X	01/11/23	0 Return Credit		02/08/23	285.00-	.00	CHK			
8475200	01/17/23	10875 Materials		02/08/23	330.00	.00	CHK			
				VENDOR TOTAL:	399.50					
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE								
12/31/22 STMT	01/11/23	10361 ROW Clearing		02/08/23	323.73	.00	ACH			
				VENDOR TOTAL:	323.73					
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.								
0024223-02	01/12/23	10823 Materials		02/08/23	3140.00	.00	ACH			
50024223-00	01/12/23	10823 Materials		02/08/23	7850.00	.00	ACH			
50024223-01	01/12/23	10823 Materials		02/08/23	23550.00	.00	ACH			
				VENDOR TOTAL:	34540.00					
VENDOR:	809	HOWARD INDUSTRIES, INC.								
248386-137215	01/11/23	10791 Materials		02/08/23	2479.00	.00	ACH			
248386-139425	01/25/23	10959 Materials		02/08/23	1875.00	.00	ACH			
				VENDOR TOTAL:	4354.00					
VENDOR:	815	HOWARD TECHNOLOGY SOLUTIONS								
22-00569757	01/23/23	10239 Supplies		02/08/23	6216.00	.00	ACH			
23-00569984	01/17/23	10787 Supplies		02/08/23	168.00	.00	ACH			
				VENDOR TOTAL:	6384.00					
VENDOR:	1010	JT RAY COMPANY								
230116-0435	01/18/23	10901 Copier Service		02/08/23	30.00	.00	ACH			
230116-0436	01/18/23	10901 Copier Service		02/08/23	103.78	.00	ACH			
230116-0438	01/18/23	10900 Copier Service		02/08/23	251.64	.00	ACH			
				VENDOR TOTAL:	385.42					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP
VENDOR: 1205 LOWE'S								
901416	01/27/23	10993	Supplies		02/08/23	28.44	.00	CHK
901419	01/27/23	10994	Tools		02/08/23	110.13	.00	CHK
902564	01/11/23	10943	Maintenance		02/08/23	20.62	.00	CHK
					VENDOR TOTAL:	159.19		
VENDOR: 1217 LIGHTS AND BALLASTS LLC								
840275	01/31/23	0	Maintenance		02/08/23	295.00	.00	ACH
					VENDOR TOTAL:	295.00		
VENDOR: 1293 MATHISTON MOBILE TRUCK REP.								
1348	01/11/23	10922	Maintenance		02/08/23	305.23	.00	ACH
1354	01/27/23	10975	Maintenance		02/08/23	285.70	.00	ACH
					VENDOR TOTAL:	590.93		
VENDOR: 1361 M & M PROSAFETY SUPPLY								
03074	01/18/23	10917	Supplies		02/08/23	546.56	.00	ACH
03075	01/30/23	10919	Supplies		02/08/23	1369.21	.00	ACH
					VENDOR TOTAL:	1915.77		
VENDOR: 1394 NARRATIVE 12 LLC								
01/25/23	01/31/23	0	Consulting		02/08/23	7545.00	.00	ACH
					VENDOR TOTAL:	7545.00		
VENDOR: 1400 NESCO								
.001	01/12/23	10920	Materials		02/08/23	152.82	.00	ACH
S2570292.001	01/12/23	10930	Supplies		02/08/23	35.76	.00	ACH
S2570531.001	01/23/23	10934	Materials		02/08/23	187.49	.00	ACH
S2570661.001	01/25/23	10973	Materials		02/08/23	374.98	.00	ACH
S2571519.001	01/23/23	10947	Materials		02/08/23	123.15	.00	ACH
S2572833.001	01/23/23	10964	Materials		02/08/23	280.34	.00	ACH
S2573676.001	01/27/23	10977	Materials		02/08/23	121.63	.00	ACH
S2573788.001	01/27/23	10978	Tools		02/08/23	90.72	.00	ACH
					VENDOR TOTAL:	1366.89		

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:										
1407 NEXT STEP INNOVATION										
NSI23317	01/17/23	10911 Supplies		02/08/23	1445.00	.00	ACH			
NSI23318	01/17/23	10910 Supplies		02/08/23	1995.00	.00	ACH			
VENDOR TOTAL:					3440.00					
VENDOR:										
1536 PALMER'S SERVICE CENTER LLC										
30134	01/27/23	10987 Maintenance		02/08/23	2986.86	.00	ACH			
VENDOR TOTAL:					2986.86					
VENDOR:										
1700 QUILL										
1859963	12/29/22	0 Return		01/18/23	161.03-	.00	ACH			
1885313	12/29/22	0 Return		01/18/23	214.90-	.00	ACH			
29755686	01/17/23	10954 Supplies		02/08/23	49.99	.00	ACH			
29780763	01/17/23	10951 Supplies		02/08/23	14.98	.00	ACH			
29781596	01/17/23	10950 Supplies		02/08/23	14.98	.00	ACH			
29782712	01/17/23	10949 Supplies		02/08/23	646.77	.00	ACH			
29796695	01/17/23	10953 Supplies		02/08/23	37.99	.00	ACH			
29806861	01/17/23	10952 Supplies		02/08/23	34.99	.00	ACH			
VENDOR TOTAL:					423.77					
VENDOR:										
1800 RACKLEY OIL, INC.										
000591331	01/27/23	10968 Maintenance		02/08/23	69.95	.00	ACH			
VENDOR TOTAL:					69.95					
VENDOR:										
1823 RENASANT INSURANCE, INC.										
1279412	01/31/23	0 Employee surety bond		02/08/23	175.00	.00	CHK			
VENDOR TOTAL:					175.00					
VENDOR:										
1887 S & S LINE SERVICE INC										
2485	01/11/23	10338 ROW Clearing		02/08/23	1495.60	.00	ACH			
2486	01/11/23	10338 ROW Clearing		02/08/23	4717.60	.00	ACH			
2487	01/11/23	10338 ROW Clearing		02/08/23	4350.80	.00	ACH			
2499	01/18/23	10904 ROW Clearing		02/08/23	1495.60	.00	ACH			
2500	01/18/23	10904 ROW Clearing		02/08/23	4717.60	.00	ACH			
2501	01/18/23	10904 ROW Clearing		02/08/23	4350.80	.00	ACH			
2502	01/18/23	10904 ROW Clearing		02/08/23	515.80	.00	ACH			
2503	01/18/23	10904 ROW Clearing		02/08/23	1420.45	.00	ACH			
2504	01/18/23	10904 ROW Clearing		02/08/23	829.50	.00	ACH			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
2505	01/27/23	10904	ROW Clearing		02/08/23	1495.60	.00	ACH			
2506	01/27/23	10904	ROW Clearing		02/08/23	4717.60	.00	ACH			
2507	01/27/23	10904	ROW Clearing		02/08/23	4350.80	.00	ACH			
2508	01/27/23	10904	ROW Clearing		02/08/23	515.80	.00	ACH			
2509	01/27/23	10904	ROW Clearing		02/08/23	1573.00	.00	ACH			
2510	01/27/23	10904	ROW Clearing		02/08/23	1221.30	.00	ACH			
2512	01/30/23	10904	ROW Clearing		02/08/23	1495.60	.00	ACH			
2513	01/30/23	10904	ROW Clearing		02/08/23	4167.60	.00	ACH			
2514	01/30/23	10904	ROW Clearing		02/08/23	4350.80	.00	ACH			
2515	01/30/23	10904	ROW Clearing		02/08/23	1017.60	.00	ACH			
VENDOR TOTAL:						48799.45					
VENDOR: 1893 SCHWEITZER ENGINEERING LAB											
INV-000796224	01/23/23	10840	Materials		02/08/23	13811.29	.00	ACH			
VENDOR TOTAL:						13811.29					
VENDOR: 1917 RONNIE JONES CONST, INC.											
20231021	01/27/23	10972	Crusher Run		02/08/23	2266.88	.00	ACH			
VENDOR TOTAL:						2266.88					
VENDOR: 1927 STAPLES BUSINESS CREDIT											
7371156253-0-1	01/27/23	10918	Supplies		02/08/23	79.74	.00	CHK			
7604655787-0-1	01/27/23	10945	Supplies		02/08/23	61.56	.00	CHK			
VENDOR TOTAL:						141.30					
VENDOR: 1933 STARKVILLE WATER DEPT											
DECEMBER 2022	01/25/23	0	Water-Sewer Collections		02/08/23	725590.93	.00	ACH			
VENDOR TOTAL:						725590.93					
VENDOR: 1945 SULLIVAN'S											
78640	01/23/23	10965	Supplies		02/08/23	13.46	.00	ACH			
VENDOR TOTAL:						13.46					
VENDOR: 2019 TC MARKETING LLC											
2937	01/12/23	10790	Safety Supplies		02/08/23	2696.40	.00	ACH			
VENDOR TOTAL:						2696.40					

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT				FOR: 02/08/23 ACCOUNT 23200				RUN DATE		01/31/23	
										01:45 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: 2040 TVPPA EDUCATION & TRAIN.											
INV0063938	01/31/23	0	Annual Dues		02/08/23	6346.46	.00	ACH			
INV0064384	01/31/23	0	Employee training		02/08/23	579.75	.00	ACH			
					VENDOR TOTAL:	6926.21					
VENDOR: 2098 ULINE											
158315769	01/12/23	10929	Supplies		02/08/23	456.40	.00	ACH			
158983120	01/27/23	10971	Supplies		02/08/23	367.76	.00	ACH			
					VENDOR TOTAL:	824.16					
VENDOR: 2118 BORDER STATES ELECTRIC											
925684421	01/27/23	10272	Materials		02/08/23	11460.00	.00	ACH			
					VENDOR TOTAL:	11460.00					
VENDOR: 2300 WALMART COMMUNITY BRC											
01/19/23 STMT	01/31/23	0	Supplies		02/08/23	120.34	.00	CHK			
					VENDOR TOTAL:	120.34					
VENDOR: 2303 WATERMARK PRINTERS											
15442	01/18/23	10800	Supplies		02/08/23	2099.00	.00	ACH			
15447	01/23/23	10928	Supplies		02/08/23	642.00	.00	ACH			
					VENDOR TOTAL:	2741.00					
VENDOR: 2305 WASTE PRO											
0000257385	01/11/23	10906	Dumpster		02/08/23	55.00	.00	ACH			
					VENDOR TOTAL:	55.00					
VENDOR: 99009991 FIRST NATL BANK CLARKSDALE											
01/17/23	01/31/23	0	March 2023 Bond Payment		02/08/23	485000.00	.00	CHK			
01/17/23-2	01/31/23	0	March 2023 Bond Interest Pay		02/08/23	74615.63	.00	CHK			
					VENDOR TOTAL:	559615.63					
					GRAND TOTAL:	1470793.84					



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 2-07-23
PAGE: 1 of 2

SUBJECT: Consideration of Addendum to Municipal Advisor Agreement with Stephens, Inc. dated October 20, 2022.

AMOUNT & SOURCE OF FUNDING: Paid out of investment income

AUTHORIZATION HISTORY: The City of Starkville appointed Stephens, Inc. as Financial Advisor on October 18, 2022 related to various bond issuances, including but not limited to general obligation bonds, bonds financed by special tax levy, revenue bonds, and tax increment financing bonds.

This addendum will allow Stephens, Inc. to assist in the investment of the City's funds in accordance with the investment policy dated January 17, 2023.

**REQUESTING
DEPARTMENT:** Finance & Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Webb Corban or Lesa Hardin

SUGGESTED MOTION:

Approval Addendum to Municipal Advisor Agreement with Stephens, Inc.

January 24, 2023

Webb Corban, CPA
Finance Director
100 West Main Street
Starkville, MS 39759

Dear Webb,

This should serve as an addendum to our Municipal Advisor Agreement dated October 20, 2022.

Proposed Services

The City has requested our services with regard to investing City funds, to include the following:

- 1) Participate in discussions with City officials regarding the investment of bond funds as well as excess City funds.
- 2) Review proposed investment policy.
- 3) Participant in discussions with various parties regarding investment opportunities and avenues for investing City funds.
- 4) Evaluate and summarize investment options for the City.
- 5) In the event the City proceeds with direct investing and requests Stephens' involvement, services may include providing CUSIPS for Treasury purchases and related yield analysis.
- 6) If requested by the City, assist with purchase of Treasury SLGS for bond funds.

Proposed Fee Arrangement

No fee will be charged for Proposed Services 1) through 4). For Proposed Services 5) and 6), the fee is \$250 per transaction/trade.

We appreciate the opportunity to work with the City of Starkville.

Sincerely,



Pierce Moore
Vice President

Accepted by:

City of Starkville, Mississippi

Date: _____



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 2-07-23
PAGE: 1 of 2

SUBJECT: Consideration of Custody Agreement with U.S. Bank Trust Company to allow City to invest in certain securities as defined in the Investment Policy with U.S. Bank Trust Company serving as custodian.

AMOUNT & SOURCE OF FUNDING: \$2,500

AUTHORIZATION HISTORY: The City of Starkville appointed Stephens, Inc. as Financial Advisor on October 18, 2022.

The City adopted an Investment Policy on January 17, 2023 which restricted and dictated the types of investments the City could invest.

This Custody Agreement will allow the City to establish a custodian account with U.S. Bank Trust Company and purchase investments as defined in the Investment Policy.

**REQUESTING
DEPARTMENT:** Finance & Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Webb Corban or Lesa Hardin

SUGGESTED MOTION:

Approval Custody Agreement with U.S. Bank Trust Company, National Association to allow City to invest in securities per the Investment Policy.

CUSTODY AGREEMENT

This custody agreement (the "Agreement") dated as of _____, 202_ (the "Effective Date"), is between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, as Custodian ("Custodian") and _____ ("Company") a _____ organized under the laws of _____.

The parties hereby agree as follows:

1. Appointment and Acceptance.

1.1 Company hereby appoints Custodian to provide custody services in connection with securities, cash and other property delivered from time to time to Custodian hereunder by, or at the direction of, Company, and income, distributions and payments received by Custodian with respect thereto (collectively the "Assets"); and Custodian hereby agrees to hold the Assets in a custody account established in the name of Company (the "Account"), upon the terms and conditions set forth below.

1.2 All references contained herein to actions, directions, and responsibilities (other than the obligations set forth in Sections 12 and 14) of Company shall include, apply to and be binding upon Company's agents, including any investment manager or advisor, appointed, and authorized by Company to direct Custodian or otherwise take actions on behalf of Company in connection with Custodian's services and responsibilities hereunder. Company shall provide written notice to Custodian of the identity of all such appointed agents and the scope of their authority to act or direct Custodian hereunder.

1.3 In the event that Company requires Custodian to establish one or more sub-accounts within the Account under this Agreement ("Sub-Accounts"), Custodian shall open such accounts pursuant to Custodian's account opening procedures in effect at the time. The term "Account" as used in this Agreement shall refer to one or all the Sub-Accounts, as the context of this Agreement shall require. The Company directs the Initial subaccounts according to Schedule D.

1.4 Custodian shall have no duties or responsibilities except those specifically set forth herein and shall not be liable except for failure to perform the duties and obligations set forth herein. No implied duties, responsibilities, representations, warranties, covenants, or obligations shall be read into this Agreement against Custodian.

2. Asset Delivery, Transfer, Custody and Safekeeping.

2.1 Company will from time to time deliver, or cause to be delivered, Assets to Custodian. Custodian shall receive and accept such Assets for the Account upon Appropriate Instructions (defined in Section 11.1) from Company. Custodian shall keep records of all transactions involving the Account and Assets belonging to the Account. Custodian shall not have any responsibility or liability for any assets of Company that are not delivered to and received by Custodian.

2.2 Upon receipt of Appropriate Instructions, Custodian shall return Assets to Company, or deliver Assets to such location or third party as Appropriate Instructions may indicate, provided that in connection therewith it is the sole responsibility of Company to provide any transfer documentation as may be required by the applicable Depository (defined in Section 3.3) or third-party recipient. Custodian shall have no power or authority to assign, hypothecate, pledge, or otherwise dispose of any Assets, except as provided herein or pursuant to Appropriate Instructions.

2.3 As part of the services for which Custodian charges its basic fee hereunder, Custodian shall furnish Company with monthly Account statements reflecting all Asset transactions in the Account during the reporting period and ending Asset holdings. To the extent Company has established an account in Custodian's on-line portal, Custodian will furnish such Account statements by way of such system. Failure to inform Custodian in writing of any error or omission in any such account statement within 90 days after receipt will conclusively be deemed confirmation and approval by Company of such account statement.

2.3.1 If Company wishes Custodian to report on Assets that are not in control of Custodian and Custodian agrees, Company shall execute Custodian's CLIENT CONTROL ADDENDUM, which shall be provided to Company upon request.

2.3.2 Custodian is not an investment manager of the Assets. The Account statements described above (including their timing and form) will serve as the sole written notification to Company of any securities transaction effected by Custodian for the Account unless Company requests that Custodian provide written notification of such transactions pursuant to 12 CFR 12.4(a) or 12 CFR 12.4(b) at no additional cost to Company.

2.4 Custodian shall forward to Company, or Company's designated agent identified in Section 17.4 (or as identified in a separate written designation by Company that is received by Custodian) all information it receives with respect to any of the Assets concerning redemption rights that are exercisable at Company's option, tender or exchange offers, all proxy material it receives with respect to securities included among the Assets and all other special matters or shareholder rights. This Section 2.4 is subject to the following exceptions:

2.4.1 Exception: If Custodian receives a class action litigation proof of claim in respect to any of the Assets, Custodian shall file such claim on behalf of Company, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

2.4.2 Exception: Custodian will not forward so-called "mini-tenders" to Company or its designated agent. Mini tenders are tender offers for a small amount of the outstanding securities of a "target" company, generally with an offer price at or below market value. For equity issues, unless a tender offer is made for 5% or greater of the outstanding securities and is subject to Securities and Exchange Commission ("SEC") review, the tender offer will not be forwarded by Custodian.

2.4.3 Exception: No tender offer will be forwarded by Custodian for a debt issue if, (i) it is not registered with the SEC, (ii) it has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause, or (iii) the offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

2.5 Absent Custodian's receipt of specific investment directions to the contrary from Company, Custodian is hereby authorized and directed by Company to hold funds in the investment indicated on Schedule A hereto. If applicable, Company acknowledges receipt of a current copy of the prospectus for the investment authorized in Schedule A prior to providing such direction.

3. Powers of Custodian. In the performance of its duties hereunder, Custodian shall have the following powers:

3.1 To register any of the Assets in the name of Company or in Custodian's name or in the name of a nominee of Custodian or in the name of Custodian's agent bank or to hold any of the Assets in unregistered form or in such form as will pass title by delivery, provided that such Assets shall always be recorded in the Account as belonging to Company. In consideration of Custodian's registration of any securities or other property in the name of Custodian or its nominee or agent, Company agrees to pay on demand to Custodian or to Custodian's nominee or agent the amount of any loss or liability, claimed or asserted against Custodian or Custodian's nominee or agent by reason of such registration.

3.2 To make, execute, acknowledge, and deliver all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to carry out the duties described, and powers granted herein.

3.3 To maintain qualifying Assets in any registered clearing agency such as the Depository Trust Company or in a Federal Reserve Bank (collectively a "Depository"), and to permit such deposited Assets to be registered in the name of Custodian, Custodian's agent or nominee or Depository, on the records of a Depository and to employ and use securities depositories, clearing agencies, clearance systems, sub-custodians or agents located outside the United States in connection with transactions involving foreign securities.

3.4 To employ agents and to delegate duties to them as it sees fit and to employ or consult with experts, advisors, and legal counsel (who may be employed by Company) and shall be fully protected in relying on information and advice received from such agents, experts, advisors, and legal counsel.

3.5 To perform all other ministerial acts deemed by Custodian necessary or appropriate to the proper discharge of its duties hereunder.

3.6 To hold uninvested cash awaiting investment or distribution and to deposit the same, with or

without interest, in the commercial or savings departments of Custodian.

3.7 To withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction. With respect to such Assets that are the subject of a dispute, Custodian may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Company will reimburse Custodian for any expenses, fees, costs, or other charges incurred by Custodian in filing such petition and implementing such directions, including, but not limited to, attorney's fees. Before disbursing Assets pursuant to such directions, Custodian will deduct therefrom an amount in payment or reimbursement for all amounts due to Custodian under this Agreement.

4. Purchases. Upon the receipt of Appropriate Instructions from Company, Custodian shall purchase securities for Company on a contractual settlement basis. Company's legal obligation to pay for such purchases arises immediately upon Custodian's receipt of such Appropriate Instructions. Company hereby covenants and agrees that (i) it shall not instruct Custodian to sell any Asset until such Asset has been fully paid for by Company, and (ii) Company shall not engage in any practice whereby Company relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

5. Sales. Upon receipt of Appropriate Instructions from Company, Custodian will deliver Assets held by it as Custodian hereunder and sold by or for Company against payment to Custodian of the amount specified in such Appropriate Instructions in accordance with the then current securities industry practices and in form satisfactory to Custodian. Custodian will not hold physical securities in the account.

6. Settlements.

6.1 Custodian shall provide Company with settlement of all purchases and sales of Assets in accordance with Custodian's then prevailing settlement policies if Custodian has timely received all funds and other information necessary to complete the transaction.

6.2 To avoid a deficiency in the Account, Company covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Company shall not notify a separate financial institution that it intends to settle purchases out of the Account without sufficient Assets to do so.

6.3 Custodian shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Company to purchase or sell securities for the Account.

6.4 Notwithstanding anything to the contrary, (i) if Custodian has advanced funds on behalf of Company for the purchase or settlement of Assets, any deposit of such Assets into the Account shall be provisional, subject to reversal if Custodian does not receive Full Payment (defined below) for such Assets, (ii) Custodian shall retain all interest, ownership and title to Assets for which Custodian has not received Full Payment, including the right to dispose of the Assets, until Custodian has been paid in full for any such Assets, and (iii) nothing in this Agreement shall constitute a waiver of any of Custodian's rights as a securities intermediary under Uniform Commercial Code §9-206 as in effect in the Jurisdiction (defined in Section 17.8). For the purposes of this Agreement, the term "Full Payment" with respect to any Asset shall mean Custodian's receipt of payment in full, in immediately available funds, in an amount equal to the purchase and settlement cost of that Asset

7. Corporate Actions. In connection with any mandatory conversion of Assets pursuant to their terms, reorganization, recapitalization, redemption in kind, consolidation or other exchange transaction that does not require or permit approval by the owner of the affected Assets, Custodian will tender, or exchange securities held for other securities, for other securities and cash, or for cash alone.

8. Collections.

8.1 Custodian shall collect all income, principal, and other distributions due and payable on Assets held either by Custodian or a Depository but shall be under no obligation or duty to act to effect collection of any amount if the Assets upon which such payment is due are in default, or if payment is refused after due demand and presentation. If Custodian receives notice of default or refusal to pay from an issuer or transfer agent, Custodian shall so advise Company.

8.2 Collections of monies in foreign currency, to the extent possible, are to be converted into United States dollars at customary rates through customary banking channels, including Custodian's own banking facilities, and in accordance with Custodian's prevailing policies for foreign funds repatriation. Custodian shall have no

responsibility for risks, expenses or fluctuating exchange rates affecting collections or conversions related to foreign assets.

9. No Discretionary Authority; Standard of Care.

9.1 Company and Custodian acknowledge that Custodian is not a fiduciary with respect to any Asset or Company and the duties of Custodian hereunder do not include discretionary authority, control, or responsibility with respect to the management or disposition of any Asset; or authority or responsibility to render investment advice with respect to any Asset. In addition, it is agreed that:

9.1.1 Custodian shall have no duty to make any evaluation or to advise anyone of the suitability or propriety of action or proposed action of Company in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset. Custodian shall have no duty or authority to review, question, approve or make inquiries as to any investment instructions given pursuant hereto. Custodian shall be under no duty or obligation to review the securities or other property held in the Account with respect to prudence or diversification.

9.1.2 Custodian shall not be liable for any loss or diminution of Assets by reason of investment experience or for its actions taken in reliance upon a direction or other instruction from Company or Company's agent.

9.1.3 Custodian shall have no duty or responsibility to monitor or otherwise investigate the actions or omissions of Company.

9.1.4 Custodian shall have no responsibility for the accuracy of Asset valuations quoted by outside services or sources.

9.1.5 Custodian shall only be responsible for the performance of such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Custodian. Custodian's sole responsibility shall be for the safekeeping of the Assets in accordance with Custodian's customary practices and disbursement thereof in accordance with the terms of this Agreement. The Custodian shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation any other agreement between any or all the parties hereto or any other persons even though reference thereto may be made herein. In no event shall Custodian be liable for indirect, special, or consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Custodian has been advised of the likelihood of such damages or penalty and regardless of the form of action damages.

9.1.6 Custodian shall not be liable for a failure to take an action required under this Agreement in the event and to the extent that the taking of the action is prevented or delayed by war, revolutions, terrorism, insurrection, riot, civil commotion, acts of God, epidemic, accident, fire, explosion, stoppage of labor, strikes or other differences with employees, communication line failures, computer viruses, attacks or intrusions, laws, regulations, orders or other acts of any governmental authority or any other cause whatsoever beyond its control; nor shall any such failure or delay give Company the right to terminate this Agreement, except as provided in Section 15 of this Agreement.

9.1.7 Custodian shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Custodian's gross negligence or willful misconduct in connection with a material breach of this Agreement was the sole cause of any loss to Company.

9.2 Custodian may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel.

10. Books, Records and Accounts. Custodian will make and maintain proper books of account and complete records of all Assets and transactions in the Account maintained by Custodian hereunder on behalf of Company. Custodian will preserve for the periods prescribed by applicable federal statute or regulation all records required by such statutes or regulations to be so maintained.

11. Instructions and Directions.

11.1 The following shall constitute appropriate instructions (“Appropriate Instructions”) if delivered in compliance with the requirements of Section 11.3 hereof: written instructions including a letter, memorandum, or other means of written communication, which Custodian believes is (i) given by any person whose name is listed on the most recent certificate delivered by Company to Custodian which lists those persons authorized to give orders, and instructions in the name of and on behalf of Company (“Authorized Persons Certificate”) or (ii) given by any other person duly authorized by Company to give instructions or directions to Custodian hereunder or who Custodian believes to be so authorized (for example an investment adviser or other agent designated by Company). Custodian may assume that any such person or agent continues to be so authorized, until Custodian receives notice to the contrary from Company (or, with respect to any such employee of any such agent, from such agent).

11.2 [reserved]

11.3 All notices, approvals, consents, requests, and other communications hereunder shall be in writing (provided that each such communication to Custodian shall be delivered (i) by personal delivery, or (ii) by national overnight courier service, or (iii) by certified or registered mail, return receipt requested, or (iv) via facsimile transmission, with confirmed receipt or (v) by email. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section 11.3, acknowledges having received that email (with an automatic “read receipt” or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 11.3.). Company assumes full responsibility for the authenticity and security of electronic signatures and electronically transmitted communications, whether sent by Company or Custodian. Such notices shall be sent the applicable party or parties at the address specified below:

If to Company, at:

Telephone: _____
Email: _____

If to Custodian, at:

U.S. Bank Trust Company, National Association, as Custodian
ATTN: Global Corporate Trust Services
Address: _____
Telephone: _____
Email: _____

and to:

U.S. Bank Trust Company, National Association
ATTN: _____
Trust Finance Management

Telephone: _____
Email: _____

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received.

11.4 In the event that Custodian is directed to deliver Assets to any person other than Company, Appropriate Instructions must include, and Company shall supply to Custodian all necessary funds transfer instructions.

11.5 Custodian may conclusively rely and shall be fully protected in acting or refraining from acting upon any direction, instruction, resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

11.6 In the event Asset transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, the Custodian is authorized but shall be under no duty to seek confirmation of such instructions by

telephone call-back to the person or persons designated on Schedule B hereto, and the Custodian may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing received and acknowledged by Custodian and shall be effective only after Custodian has a reasonable opportunity to act on such changes. If the Custodian is unable to contact any of the designated representatives identified in Schedule B, the Custodian is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Company's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as the Custodian may select. Such Executive Officer shall deliver to the Custodian a fully executed incumbency certificate, and the Custodian may rely upon the confirmation of anyone purporting to be any such officer. Company agrees that the Custodian may at its option record any telephone calls made pursuant to this Section. The Custodian in any funds or Asset's transfer may rely solely upon any account numbers or similar identifying numbers provided by Company to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Custodian may apply any of the Assets for any payment or transfer order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of Assets to a bank other than the beneficiary's bank or an intermediary bank designated. Company acknowledges that these optional security procedures are commercially reasonable.

12. Compensation, Security.

12.1 Company shall, upon demand, (a) reimburse Custodian for costs incurred by it hereunder, and (b) pay to Custodian fees for its services under this Agreement as set forth in Schedule C.

12.2 If any advance of funds is made by Custodian on behalf of Company to purchase, or to make payment on or against delivery of securities or there shall arise for whatever reason an overdraft in the Account, or if Company is for any other reason indebted to Custodian, including, but not limited to, any advance of immediately available funds to Company with respect to payments to be received by Custodian in next-day funds (which Company acknowledges Company is liable to repay if Custodian does not receive final payment), Company agrees to repay Custodian on demand the amount of the advance, overdraft or other indebtedness and accrued interest at Custodian's Prime Rate. As used in this Agreement, "Prime Rate" means the rate of per annum interest which U.S. Bank Trust Company, National Association ("USBNA") announces publicly or otherwise makes available to the public from time to time as its "prime rate" (currently calculated on the basis of the actual number of days elapsed over a year of 360 days) with any change in the "prime rate" to be effective on and as of the date of any change in said "prime rate". The Prime Rate and the calculation thereof may be established by USBNA in its sole discretion and is not necessarily the lowest rate of interest offered by USBNA to its most creditworthy customers. The Prime Rate is a variable or fluctuating rate which increases or decreases from time to time.

12.3 In the event of an advance of funds by Custodian, or if any overdraft is created by Account transactions, or if Company is otherwise in default of any obligation to Custodian, Custodian may directly charge the Account and deduct such payment therefrom.

12.4 In the event that a compensation or indemnity payment due Custodian is past due, such amount may be charged to the Account and Custodian may deduct such payment therefrom.

12.5 To secure such payment obligations as are set forth under this Section 12 or Section 14, Company does hereby grant to Custodian a first security interest in, lien upon and rights of sale and setoff against and deduction from all Assets up to the amount of any deficiency or other indebtedness to Custodian.

12.6 None of the provisions of this Agreement shall require Custodian to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder.

13. Company Responsibility. Company shall be responsible for the review of all reports, accountings and other statements provided by Custodian, and shall within 90 days following receipt thereof notify Custodian of any mistakes, defects or irregularities contained or identified therein, after which time all such matters shall be conclusively deemed ratified, approved, and correct and shall not provide any basis for claim or liability against Custodian.

14. Indemnification.

14.1 Company hereby agrees to indemnify Custodian and its affiliates, officers, directors, employees, and agents (each, a "Indemnified Party") and hold each Indemnified Party harmless from and against any costs, losses, claims (whether asserted by Company or any other person or entity), liabilities, fines, penalties, damages, and

expenses (including reasonable fees of attorneys and other professionals) (collectively, “Liabilities”) arising out of: fully and promptly

14.1.1 Custodian’s actions or omissions hereunder; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any Liabilities finally determined by a court of competent jurisdiction, subject to no further appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Custodian’s material breach of this Agreement; or

14.1.2 Custodian’s action taken or omitted hereunder or upon any direction, instruction, information, order, indenture, stock certificate, power of attorney, assignment, affidavit or other instrument delivered hereunder to Custodian and believed by Custodian to be genuine or to bear the signature of a person or persons authorized by Company to sign, countersign or execute the same.

14.2 Company further agrees to indemnify and hold harmless each Indemnified Party for costs and expenses incurred by such Indemnified Party in enforcing Company’s obligations hereunder.

14.3 The obligations of this Section 14 and Section 12 shall survive the termination of this Agreement and Custodian’s removal or resignation.

15. Termination.

15.1 This Agreement will remain in effect until terminated by either party giving written notice thirty days in advance of the termination date.

15.2 Upon termination of this Agreement, Custodian shall follow such reasonable Company instructions concerning the transfer of Assets, provided that:

15.2.1 Custodian shall have no liability for the costs of shipping and insurance associated therewith; and

15.2.2 Custodian shall not be required to make any delivery or payment until (a) full payment shall have been made by Company of all liabilities constituting a charge on or against Custodian, and (b) full payment shall have been made to Custodian of all its compensation, costs, including special termination costs, if any, and expenses hereunder; and

15.2.3 Custodian shall have been reimbursed for any advances of monies or securities made hereunder to Company. If any Assets remain in the Account after termination, Custodian shall require further transfer instructions regarding delivery of Assets to Company or a successor custodian. If a successor custodian is not appointed by Company within 30 days after termination notice is given, Company acknowledges and agrees that Custodian may petition a court of competent jurisdiction regarding such appointment and charge the Account for fees and expenses involved therein.

15.3 Upon termination of this Agreement, all obligations of the parties to each other hereunder shall cease, except that all payment and indemnification provisions herein shall survive with respect to any Liabilities arising from events prior to, or in connection with, such termination.

16. Binding Obligations. Company and Custodian each hereby represent and warrant that this Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with the terms hereof, subject, as to enforcement of remedies, to applicable bankruptcy and insolvency laws, and to general principles of equity.

17. General Provisions.

17.1. Tax Responsibility. Custodian shall have no responsibility for the tax consequences of this Agreement and Company shall consult with independent counsel concerning all tax matters. Company shall provide Custodian Form W-9 and an original Form W-8, as applicable, for each payee, together with any other documentation and information requested by Custodian in connection with Custodian’s reporting obligations under this Agreement. If such tax documentation is not so provided, Custodian is authorized to withhold taxes as required by the Internal Revenue Code and related regulations. Except as otherwise agreed by Custodian in writing, Custodian has no tax reporting or withholding obligation except to the IRS with respect to IRS Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and IRS Form 1099 and IRS

Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Custodian shall have no responsibility for Form 1099-MISC reporting with respect to disbursements that Custodian makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act.

17.3 Shareholder Communications Act Authorization. The Shareholder Communications Act of 1985, as amended, requires Custodian to make an effort to permit direct communications between a company that issues securities and the shareholder that exercises shareholder rights with respect to those securities. Unless Company specifically directs Custodian in writing not to release Company's name, address and security position to requesting companies, Custodian is required by law to disclose Company's name and address to such companies. Company hereby responds to the following question [the absence of a response will mean "Yes"]:

Does Company authorize Custodian to provide its name, address and security position to requesting companies whose stock is owned in this Account? ☐ Yes / ☐ No

17.4 Company's Agent – Shareholder Rights. Should Company require that a designated agent for the Account, such as an investment advisor, be responsible for proxy voting and other special matters and shareholder rights as specified in Section 2.4 above, Company shall provide the name and address of that agent below. Such agent shall be removed upon Custodian's receipt of a written removal from Company. Company may designate more than one agent to be responsible for separate sub-Accounts or investment accounts under this Agreement by providing a clear, written designation to that effect to Custodian. Custodian has no authority or responsibility with regard to proxy voting or any similar special matters. Therefore, Custodian may not be designated below unless Custodian has separately agreed in writing to act as investment advisor for the Account.

Designated Agent: _____
Address: _____
Telephone Number: _____

17.5 Publicity. Neither party will (a) use the other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify the other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of the other party.

17.6 Complete Agreement; Modification. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter, supersedes all existing agreements, both oral and written, between the parties concerning the subject, and cannot be amended or modified in any manner except by a written agreement executed by both parties.

17.7 Governing Law; Venue. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Mississippi (the "Jurisdiction") applicable to agreements made and to be performed in the Jurisdiction, without regard to the Jurisdiction's conflict of laws rules. All legal actions or other proceedings directly or indirectly relating to this Agreement shall be brought in federal court (when available, or state court when federal court is not available) sitting in the Jurisdiction. By execution of this Agreement, the parties submit to the courts of the Jurisdiction. To the extent that Custodian or Company may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

17.8 Assignment. No party may assign any of its rights hereunder without the consent of the other party.

17.9 Separability. If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

17.10 No Agency or Third-party Rights. In performing its services hereunder, Custodian is acting solely on behalf of Company. No agency, contractual or service relationship shall be deemed to be established hereby between Custodian and any other person or entity. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person other than Company, Custodian and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17.11 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. The delivery of copies of this Agreement as executed by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

17.12 Legal Actions affecting Account. If Custodian is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to the Account, (a “Legal Action”) Custodian will comply with that Legal Action and shall be protected, indemnified, and held harmless therefrom. Company will reimburse Custodian for all fees and expenses Custodian incurs in responding to any Legal Action affecting the Assets or the Account (including but not limited to the fees of attorneys and other professionals). If any portion of the Assets is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Custodian is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Custodian complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

17.13 Abandoned Property. Any Assets remaining unclaimed or abandoned by Company for a period of time as is set forth in the applicable state’s abandoned property, escheat, or similar law shall be delivered to the proper public official pursuant to law and Custodian shall be held harmless therefrom. This Section shall survive the termination of the Agreement.

17.14 Waiver of Jury Trial. Each of the parties hereby irrevocably waive all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort or otherwise) directly or indirectly arising out of or relating to this Agreement.

17.15 Brokerage Confirmations. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, Company waives receipt of such confirmations, to the extent permitted by law. The Custodian shall furnish a statement of security transactions on its regular monthly reports.

17.16 Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust, or other legal entity, Custodian asks for documentation to verify its formation and existence as a legal entity. Custodian may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

17.17 Electronic Transmission; Electronic Signatures. Custodian shall not have any duty to confirm that the person sending any notice, instruction or other communication (a “Notice”) by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Custodian to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Custodian) shall be deemed original signatures for all purposes. Company assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Custodian, including without limitation the risk of Custodian acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Custodian may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Custodian in lieu of, or in addition to, any such electronic Notice.

17.18 Services Not Exclusive. Custodian is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature. Nothing herein shall preclude Custodian from acting in any other capacity for Company or for any other person or entity.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative effective as of the Effective Date.

_____ (Company)

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Custodian**

By: _____

By: _____

Title: _____

Title: _____

SCHEDULE A

FIRST AMERICAN FUNDS: AUTOMATIC MONEY MARKET INVESTMENTS INVESTMENT AUTHORIZATION LETTER

Based upon client's prior review of investment alternatives, in the absence of further specific written direction to the contrary, U.S. Bank National Association ("USBNA") or U.S. Bank Trust National Association ("USBTNA") is hereby directed to invest and reinvest proceeds and other available moneys in the following fund as permitted by the operative documents:

First American U.S. Treasury Money Market Fund Class Y Shares

PLEASE REFER TO THE PROSPECTUS OF FIRST AMERICAN FUNDS, INC. WHICH YOU HEREBY ACKNOWLEDGE HAS PREVIOUSLY BEEN PROVIDED. NOTE THAT THE ABOVE FUNDS' INVESTMENT ADVISOR, CUSTODIAN, DISTRIBUTOR AND OTHER SERVICE PROVIDERS AS DISCLOSED IN THE FUNDS PROSPECTUS ARE U.S. BANK NATIONAL ASSOCIATION AND AFFILIATES THEREOF. U.S. BANK DOES NOT HAVE A DUTY NOR WILL IT UNDERTAKE ANY DUTY TO PROVIDE INVESTMENT ADVICE TO YOU. U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR. **FOR INFORMATION ABOUT OTHER AVAILABLE SWEEP OPTIONS, CONTACT YOUR ACCOUNT MANAGER.**

U.S. Bank National Association (or U.S. Bank Trust National Association) will not vote proxies for the First American Funds. Proxies will be mailed to you for voting.

SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION

The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless you indicate your objection below, we will provide the obligatory information to the registrant upon request. Your objection will apply to all securities held for you in the account now and in the future unless you notify us in writing.

_____ I object to US Bank providing my name, address, and securities positions to requesting issuers.
(Initial, check, or place an X on the [blank] to indicate your objection)

Acknowledgments. Client Acknowledges that:

1.1. Shares of Mutual Funds are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporations, the Federal Reserve Board, or any other government agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.

1.2. Same-day Settlement. If USBNA (or USBTNA) receives a direction to purchase or redeem Sweep Vehicle shares by the fund's established U.S. Bank cut-off time (the "Internal Trading Cut-off"), then such entity will settle the purchase or redemption on the same business day, subject to the Sweep Vehicle's cut-off and policy for determining when a purchase or redemption order is considered to be received. Meeting the Internal Trading Cut-off does not guarantee same-business-day settlement.

1.3. Advance of Funds. If USBNA (or USBTNA) receives a direction to redeem Sweep Vehicle shares (the "Redemption Direction") and to disburse or invest the proceeds thereof before the redeemed shares settle (the "Proceeds Direction"), then they have the power to (i) determine the dollar amount of anticipated proceeds based on the net asset value ("NAV") most recently determined (ii) advance funds in that dollar amount in furtherance of settling the redemption and, as applicable, the purchase; (iii) determine the number of shares redeemed based on the NAV at settlement; and (iv) as part of USBNA's (or USBTNA's) compensation for servicing the Account, retain the yield paid on Sweep Vehicle shares that were treated as redeemed. USBNA (or USBTNA) reserves the right not to advance funds, including where the Sweep Vehicle has a floating NAV and the dollar amount of the Proceeds

SCHEDULE A Continued

Direction is at least 99% of the dollar value of all Sweep Vehicle shares in the Account based on the NAV most recently determined.

1.4. Fund-level Fees. USBNA (or USBTNA), U.S. Bancorp Asset Management, Inc. (“USBAM”), U.S. Bancorp Fund Services, LLC, (“USBFS”) and Quasar Distributors, LLC (“Quasar”) are affiliates of U.S. Bancorp (collectively with U.S. Bancorp, “U.S. Bank”). USBAM is the investment advisor to the Mutual Funds in the First American Funds, Inc. family (the “First American Funds”). U.S. Bank may enter into agreements with First American Funds, other Mutual Funds, or any Mutual Funds’ service providers (including investment advisers, administrators, transfer agents, or distributors) whereby U.S. Bank provides services to Mutual Funds, including, as applicable, services provided by USBAM (investment advisory, shareholder services), by USBNA (or USBTNA) (custody, securities-lending, shareholder services, National Securities Clearing Corporation (NSCC) networking), by USBFS (accounting, administration, transfer agency, sub-transfer agency), and by Quasar (distribution, principal underwriting) and receives fees for these services. The fees received by Quasar may include distribution and service fees paid under a plan of distribution adopted pursuant to Rule 12b-1 under the Investment Company Act of 1940. The fees may be received from the Mutual Fund or its investment advisor, administrator, transfer agent, distributor, or other agent; are based on investment in a Mutual Fund, may vary by Mutual Fund and by class of shares issued by the Mutual Fund, are charged against the Mutual Fund’s assets, and reduce the Mutual Fund’s average daily balance and investment yields. From time to time, a Mutual Fund’s service provider may voluntarily waive a portion of the fees it is entitled to receive for serving the Mutual Fund. If a waiver is in effect, then the Client’s approval of the fees described herein includes approval up to the Sweep Vehicle’s total annual operating expenses before waivers; if the service provider terminates the waiver as provided in the Sweep Vehicle’s prospectus, the approval persists.

1.5. Directed Account. USBNA (or USBTNA) (i) has no discretion to invest Account assets (such as discretion to select the Sweep Vehicle; determine whether, or what amount of, Account assets will be used to purchase a position in the Sweep Vehicle; or redeem Sweep Vehicle shares) and (ii) does not render investment advice with respect to Account assets. Nor will USBNA’s (or USBTNA’s) power to advance funds in furtherance of settlement, whether exercised or not, be deemed to be such discretion or advice.

1.6. Revocation. The Client acknowledges that as part of its account administration fee package, it has directed investment in a money market fund that has several share classes. If client chooses to direct investment in a different class of the fund (or any other sweep investment), client agrees to renegotiate its account administration fee package in good faith.

2. Representations and Warranties. Represents and warrants that (i) the Client is independent of U.S. Bank; has discretionary authority to select the investments and approve the fees described herein for the Account; received, read, and understood the Sweep Vehicle’s prospectus and fund fact-sheet, including the sections thereof describing fees, gates, expenses, cut-offs, and compensation, before Account assets were first invested in the Sweep Vehicle; and understands and approves the services and fees described herein; (ii) if the Account assets are subject to the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”), then the Client is a trustee under ERISA §403(a) with respect to the assets, a “named fiduciary” with respect to the plan within the meaning of ERISA §402(a), or an “investment manager” within the meaning of ERISA §3(38) with respect to the assets that has been delegated the authority to manage, acquire, and dispose of such assets pursuant to ERISA §402(c)(3); and (iii) the foregoing designation, direction, acknowledgments, representations and warranties are made according to the Account’s governing service agreement and are not contrary to applicable law.

SCHEDULE A Continued

INVESTMENT DISCLOSURE AND AUTHORIZATION LETTER

U.S. Bancorp and U.S. Bank Money Center

Proprietary and Non-Proprietary Products

U.S. Bancorp U.S. Bank National Association, and U.S. Bank Trust Company, National Association (collectively, "U.S. Bank") offer investment trading services to Global Corporate Trust customers ("Accounts") through their fixed income trading unit or an affiliated broker dealer (collectively the "Money Center"). Such trades may include: fixed income U.S. Government securities; U.S. Government Agency securities; negotiable or non-negotiable certificates of deposit; unsecured commercial paper; bank notes; medium term notes; municipal bonds; corporate bonds; and variable rate demand notes for which U.S. Bancorp, its affiliates, or an associated party is the issuer or product provider, e.g., U.S. Bank Notes and U.S. Bancorp Medium Term Notes (collectively "Proprietary Assets"). Specific information on assets available through the Money Center, including credit ratings, may be obtained upon request to your Relationship Manager.

Global Corporate Trust customers using the Money Center receive competitive market pricing on directed asset transactions as follows:

Non-Proprietary Assets. Purchasers are charged a spread or "mark" which is the difference between the Money Center's purchase price for the asset and the sale price to an Account. The mark on non-proprietary assets is typically less than .50% of the securities' par value, and in no case will it exceed 2% of the securities' par value, calculated on an annualized basis.

Proprietary Assets. U.S. Bank receives a financial benefit from the sale of Proprietary Assets. The yield for Proprietary Assets is set as a spread below U.S. Bank's wholesale funding cost, i.e., the cost of raising funds from other, non-retail sources. Generally, the resulting financial benefit to U.S. Bank will be equivalent to .25% to .75% of the product's par value calculated on an annualized basis.

Time Deposits. All time deposits now or hereafter maintained by U.S. Bank for the Account through the Money Center will earn interest from the date of deposit until their respective maturity dates computed at the rate and in the manner established by U.S. Bank from time to time. U.S. Bank will advise you of the applicable interest rate at the time that the request for the time deposit is made. You agree that each time deposit will remain on deposit with U.S. Bank until the maturity date thereof. A penalty may be imposed if you withdraw the principal of any time deposit before the maturity date thereof.

By signing this form and providing investment directions to U.S. Bank, you acknowledge that you have reviewed investment alternatives and you approve asset purchases using the Money Center, including purchases of Proprietary Assets, and U.S. Bank's or an affiliate's receipt of compensation (as described above) resulting from such directed trades. Unless specifically waived by written agreement, you may receive written confirmation notices of all trade activity. You will be provided prior written notice of any changes in the Money Center pricing structure described above. As a directing Account party, you control the initiation and terms of investments selected for your Account. At any time, you may direct that the purchase of an asset be executed through an independent broker. You agree that any proprietary U.S. Bank deposits or securities will remain in the Account until its maturity or commitment date. If you withdraw any principal before such date, U.S. Bank will impose a penalty for such withdrawal and principal may be reduced to the extent necessary to cover the required penalty. All U.S. Bank proprietary deposits and securities will earn interest from the date of deposit or settlement date of the security computed at the rate and in the manner established by U.S. Bank from time to time. If you own or hold U.S. Bank proprietary deposits or securities which earn a variable rate of interest, U.S. Bank may change that rate at any time without notice, unless otherwise provided in a separate written agreement with you. The variable rate of interest may be zero or a negative rate. If any of your deposits or securities are subject to a variable or fixed rate of interest, and if such deposits or securities bear a negative interest rate, U.S. Bank shall charge you or the Account for the negative interest. Principal may be reduced to the extent necessary to cover the amount of the negative interest. If, on or before the settlement date, you fail to pay in full for any security purchased or fail to deliver any sold security, U.S. Bank is authorized in its discretion and without notice or demand to take any one or more of the following actions: cancel the transaction; sell the securities covered thereby; 'buy-in' securities or other property required to make delivery; charge the Account for the amount due; hold you liable for any resulting loss, including but not limited to, the interest cost to carry any securities purchased; or impose fees. Furthermore, nothing in this letter waives or limits U.S. Bank's lien and security interest in, and right of set-off against, Account assets as set forth in any governing service agreement. You may revoke this Investment Disclosure Authorization Letter at any time upon written notice to U.S. Bank.

If you desire to engage U.S. Bank to provide trading services to your Account, including the purchase of Proprietary Assets for your Account, and you approve of U.S. Bank's or its affiliates' compensation in connection with such transactions, all as described herein, please sign below and return this letter. Authorization will continue to be required directing U.S. Bank to buy or sell securities as required by the Account's governing documents. In the absence of specific written direction to the contrary regarding any future directed investments for your Account, U.S. Bank will utilize the Money Center for placing and executing directed investments for your Account.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING

WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

SCHEDULE B

Each of the following person(s) is authorized to execute documents and direct Custodian as to all matters, including Asset transfers, address changes and contact information changes on Company's behalf:

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No

(Note: if only one person is identified above, please add the following language)
The following person not listed above is authorized for call-back confirmations:

[_____] Name	_____ Telephone Number
-----------------	---------------------------

SCHEDULE C
Fees and Expenses of the Custodian

Acceptance Fee:	\$ 1,000.00
Annual Custodian Fee:	\$ 1,500.00
Out-of-Pocket Expenses:	\$ Included in Fee
Other Fees/Attorney, etc.:	\$ At cost
TOTAL Fee:	<u>\$ 2,500.00</u>

Wiring Instructions:

RBK U.S. Bank N.A.
ABA 091000022
BNF US BANK TFM ESCROW
Beneficiary Account Number: 104793255431
Beneficiary Account Address: 777 E. Wisconsin Avenue
Milwaukee, WI 53202-5300
OBI: Starkville MS Custodial

The Custodian Fee is payable upon execution of this Agreement. In the event the Custody account is not funded, the Acceptance Fee and all related expenses, including attorneys' fees, remain due and payable, and if paid, will not be refunded.

The fees quoted in this Schedule C apply to services ordinarily rendered in the administration of a custody account and are subject to reasonable adjustment based on final review of documents, or when the Custodian is called upon to undertake unusual duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports, and legal fees, will be billed as extraordinary expenses.

Unless otherwise indicated, the above fees relate to the establishment of three custodian accounts. Additional sub-accounts governed by this Agreement may incur an additional charge. Transaction costs include charges for wire transfers, checks, internal transfers, and securities transactions.

Schedule D

(List of Subaccounts)

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 07, 2023
Page: 1

SUBJECT:

Request authorization to hire David Carraway as a Manager of Accounting & Finance in the Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Exempt Annual Salary of \$72,500.00 (\$34.86 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2022/23 budget.
100% of pay from Electric Division, Acct. 901.20.

AUTHORIZATION HISTORY:

This is a replacement position previously held by David Wise. This position has a progression plan with an incentive up to 6% after successfully completing the Certified Utility Accountant program.

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire David Carraway as a Manager of Accounting & Finance in the Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 07, 2023
Page: 1

SUBJECT:

Request authorization to hire Curtis Anderson as a Sanitation Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Curtis Anderson - 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 Tycorress Jones who resigned.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION

Move approval to hire Curtis Anderson as a Sanitation Worker in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 07, 2023
Page: 1

SUBJECT:

Request authorization to hire Courtlin Jones as a Deputy Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Courtlin Jones - Annual Salary of \$40,000 (\$19.23 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #001-110-420-105

AUTHORIZATION HISTORY:

This is a replacement position previously held by Felisha Arney who resigned.

REQUESTING DEPARTMENT:

Municipal Court Department

DIRECTOR'S AUTHORIZATION:

Monica Lairy, Municipal Court Clerk

FOR MORE INFORMATION CONTACT:

Monica Lairy, Municipal Court Clerk;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Courtlin Jones as a Deputy Court Clerk in the Municipal Court Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: February 07,2023

Page: 1

SUBJECT:

Request approval of the promotion of Edwin Suggs to the rank of Lieutenant in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Budgeted from line item # 001-261-420-103

Name	Title	Salary
Edwin Suggs	Lieutenant	\$46,163.00

AUTHORIZATION HISTORY:

This is a replacement position previously held by Justin Edwards who was promoted Captain.

REQUESTING DEPARTMENT:

Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the promotion of Edwin Suggs to the rank of Lieutenant in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 7, 2023
Page: 1

SUBJECT:

Request authorization to hire Dalton Avent, Caleb Loftis, Tyler Tann and Duncan Williams as Entry Level Firefighters and Geron Gill, as a Certified Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

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

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

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

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

Geron Gill - Base Salary for Certified Firefighter, \$36,241.40 (\$13.15 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

These are replacement positions previously held by Cameron Lockridge, Dylan Rockwell, Daniel Triplett, Jason O'Connor, and Khamal Williams who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Dalton Avent, Caleb Loftis, Tyler Tann and Duncan Williams as Entry Level Firefighters and Geron Gill, as a Certified Firefighter in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 07, 2023
Page: 1

SUBJECT:

Request authorization to hire Lovely Fairley as an Engineering Intern in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Lovely Fairley - This position will not to exceed twenty (20) hours per week at \$14.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Paid out of 2022-2023 Water/Wastewater budget account 601.40

AUTHORIZATION HISTORY:

This is a replacement position previously held by Carl Feldmeyer who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Lovely Fairley as an Engineering Intern in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: February 07, 2023

Page: 1

SUBJECT:

Request authorization to hire Ke'Shawn Adams and Kyle Eaves as a Certified Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Ke'Shawn Adams - non-exempt salary for Police Officer II, @ \$49,684.32 (\$22.22 per hour) based on 2236 hours per year.

Kyle Eaves - non-exempt salary for Police Officer III, @ \$51,025.52 (\$22.82 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

These are replacement position previously held by Joshua Kitchens and Kenneth Vaxter 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 Ke'Shawn Adams and Kyle Eaves as a Certified Police Officers in the Starkville Police Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 2/02/2023
PAGE: 1 of 1**

SUBJECT: Request approval of a lease with Dell Financial Services for equipment for the City Hall datacenter. The total price of the equipment is \$134,590.00 on state contract. The lease payments are \$31,086 per year for five years.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project will come from account #001-123-918-805

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

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

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: This equipment will constitute a complete refresh of aging networking and storage hardware in the City Hall datacenter.

STAFF RECOMMENDATION: Staff recommends approval.

February 1, 2023

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	60
Option	TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	5
	Payments

nextstep Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	
NSQ45794	See Partner Quote	\$134,590.00	1	\$134,590.00	0.23097	\$31,086.25
TOTALS				\$134,590.00		\$31,086.25

Proposal Expiration Date:

March 3, 2023

PLEASE NOTE:
Personal Property Taxes (PPT) do not apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:
Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Bobby Hadley

Account Representative

Dell | Financial Services

office + 1 512 708-6318

bobby.hadley@dell.com
Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.

LEASE NO: TBD



02/02/2023

CITY OF STARKVILLE, MISSISSIPPI

110 W Main St
STARKVILLE, MS 39759

Dear Lynn Spruill

:

Thank you for choosing Dell Financial Services for your technology financing needs. Below, you will find the Finance Agreement and the Attachment A for your review. Once you have inspected the documents, please follow the steps listed below:

Step ① Complete all mandatory field required in your document. You can locate these fields by selecting the "You need to sign in X location(s) and fill in X mandatory field(s)." at the bottom of your screen.

Step ② After completing step 1, select  and your signed document will be returned to your Dell representative.

Step ③ **(Additional Options)** also available at the bottom of your screen if you do not wish to electronically sign your document

If you wish to return the document due to errors → [I will not eSign this document](#)
(You will be prompted to enter in comments as to why the document is being returned unsigned)

If someone other than you should sign the document → [Somebody else should sign](#)
(You will be prompted to enter the email address of the person whom is responsible for signing)

If you do not wish to electronically sign the document → [I would rather fax in my signature](#)
(Please print, sign and follow instructions given for faxing the document)

Thanks again for choosing Dell Financial Services. If you have any questions regarding the documentation, please feel free to contact me.

Mary Stewart
mary_stewart@dell.com

LEASE NO: _____



THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED. YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE CITY OF STARKVILLE, MISSISSIPPI	LEASE TERM (MONTHS) 60	RENT PAYMENT^ \$31,086.25	PERSONAL PROPERTY MGMT FEE^ As per Section 9 ^Subject to Applicable Tax	COMMENCEMENT DATE As per Section 3
DBA NAME (IF ANY)	TYPE OF BUSINESS Unknown			
BILLING ADDRESS LINE 1: BILLING ADDRESS LINE 2: CITY: STATE: ZIP CODE: BILLING EMAIL:				
FINANCING TERMS Product Cost = \$134,590.00 Shipping Charges* = \$0.00 Estimated Tax** = (Annually RENT PAYMENTS ARE DUE AND PAYABLE IN In Advance) *Shipping Charges are included in the Rent Payment as shown above. ** Payment excludes taxes, property mgmt fees, purchase option payment, and interim rent. These will appear on your first invoice when applicable.				
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A		
Guarantor (if applicable)		END OF LEASE PURCHASE OPTION TELP		

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. PROVIDED NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, WE HEREBY ASSIGN TO YOU FOR THE TERM OF THE LEASE ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

LEASE NO:

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-19, PAGES 1-6) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE

EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. SIGNING AND RETURNING THIS LEASE AGREEMENT CONSTITUTES AN OFFER BY YOU TO LEASE THE PRODUCTS DESCRIBED IN ATTACHMENT A. THE LEASE AGREEMENT IS SUBJECT TO ACCEPTANCE BY DELL FINANCIAL SERVICES. DELL FINANCIAL SERVICES MAY ACCEPT THIS LEASE AGREEMENT BY PAYING THE SUPPLIER THE COST OF THE PRODUCTS OR BY AUTHENTICATING THE LEASE AGREEMENT. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE ELECTRONICALLY SIGNED OR TRANSMITTED BY YOU TO US, AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE ("UCC"), THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

NOTICE: (i). DO NOT SIGN THIS LEASE IF IT CONTAINS BLANK SPACES. (ii). YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED-IN COPY OF THE LEASE WHEN YOU SIGN IT. (iii). UNDER THE LAW, YOU MAY HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE; (B) TO REDEEM THE PRODUCTS IF REPOSSESSED FOR A DEFAULT; AND (C) TO REQUIRE UNDER CERTAIN CONDITIONS, A RESALE OF THE PRODUCTS IF REPOSSESSED. Dell Financial Services' California Finance Lender License number is 6037884.

YOU/LESSEE: CITY OF STARKVILLE, MISSISSIPPI		US/LESSOR: (For DFS use only) Dell Financial Services L.L.C. Phone (800) 955-3355 99355 Collections Center Drive Fax (800) 934-4207 or Chicago, IL 60693 Fax (512) 246-2028	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE (For DFS use only)	
PRINT NAME AND TITLE		PRINT NAME AND TITLE (For DFS use only)	DATE

Step ①. Please sign and date the **YOU/LESSEE** section and print your name and **Title**.



LEASE NO:

PERSONAL AND CONTINUING GUARANTY OF LEASE NO.

This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. We may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Products or you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. **THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.**

Date:
(Date Signed)

INDIVIDUAL GUARANTOR NAME (PRINTED)

By

SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)

GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)

Step ②. If your name is pre-printed, please **SIGN** and date the Personal Guaranty section and provide your home address.

646001082

FEDERAL EMPLOYER IDENTIFICATION

Step ③. If your FEI number is **not pre-printed**, you **MUST** provide it in the box above.

3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you the personal property, and finance for you fees for services (including but not limited to installation and delivery) (the "Services") and software, all as described in Attachment A to this Lease (collectively, the "Products") on the terms and conditions shown in this Lease. With respect to Services, we will only finance one-time charges hereunder. Where the sum of the Product Cost plus the Shipping Charges plus the Upfront Tax is less than \$500,000, the Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier; where the sum of the Product Cost plus the Shipping Charges plus the Upfront Tax is \$500,000 or more, the Products will be deemed irrevocably accepted for purposes of this Lease upon your execution of the Certificate of Acceptance attached hereto as Attachment B (either, the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, the 1st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 4) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at www.dell.com. If payments are due in arrears, the first Rent payment is due 30 days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day each Annually of the Lease Term (or the following day of the subsequent Annually if there is no such day). You agree to pay us the Rent for the number or months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. This Lease may be amended by written notice from us to you provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (any increase up to 15% or any decrease) caused by any change made by you in your order with the Supplier, or any change in the Product cost charged by the Supplier. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$29 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the Product Location specified above, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers and other handheld mobile Products, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: Except for software that is subject to a separate License and Services, we are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in all of your rights and interest in and to the Products (including your

LEASE NO:

rights to obtain Services or use any software to the extent not prohibited by your License) and any replacements, substitutions, additions, attachments, and all proceeds thereof. You authorize us to file any financing statements or related filings as we may reasonably deem necessary or appropriate. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Two-Year U.S. Treasury Constant Yield Maturity Rate ("Discount Rate") in effect on the date you provide notice of the Loss and (iii) any costs and expenses incurred as a result of this event. Present value may be determined in certain states by the actuarial of Rule of 78's method. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "**AS-IS-WHERE-IS**", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. You agree to pay a personal property tax management fee calculated by us and based on the cost of the annual property tax assessed on the Products during the Lease Term. This fee shall be payable with each installment of Rent.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver some or all of the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. You will remove all proprietary data from the Products prior to return. Upon your return of the Products, you agree that your license with respect to the operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products. If you choose to return less than all of the Products, Products returned to us must be complete functional units.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase some or all of the Products for the amount of the Purchase Option price shown above which, if it is the then Fair Market Value of the Products ("FMV"), will be as determined by us, in our reasonable judgment, plus any applicable taxes. If you do not agree with our determination, the FMV will be determined for you at your expense by an independent appraiser selected by us and reasonably approved by you. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you timely provide such written notice of intent and purchase Products or return Products to us on the last day of the Lease Term, this Lease for such products will automatically renew on a continuing month-to-month basis until you give us thirty (30) days notice of return and deliver the Products to us. During such renewal terms, the Rent for such products will remain the same. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer to you our interest in the Products purchased, "**AS-IS-WHERE-IS**", without any warranty express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

12. Assignment: **YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after notice from us; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. Further, with respect to software and Services, if a Default occurs, you agree upon notice from us to (a) immediately cease using the software and Services, (b) deinstall and delete all copies of the software from any computer systems you own or control or that are used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

LEASE NO:

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, *et seq.* Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if UCC Article 2A applies to this Lease, this Lease will be considered a "finance lease". By signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to (i) supply missing information and correct obvious errors in this Lease, and (ii) add or correct serial numbers (or similar identifying information) for the Products in this Lease, on Attachment A and in any related filing or documentation. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, or transmitted electronically, addressed to the respective address specified in writing. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law. Any such excess payment will be applied to payments under the Lease in inverse order of maturity; any remaining payments will be refunded to you.

19. Products Consisting Solely of Software or Services: This Section 19 applies if the Products described on Attachment A consist exclusively of software, Services, or a combination of both. You agree that this Lease is a financing arrangement providing for your repayment to us of the cost of acquiring the Products from the Supplier (including any provider or seller of Services, licensor or seller of software), plus all other amounts that become due and owing under the terms of this Lease. For the purposes of this Lease and your obligations hereunder, the Products are deemed satisfactorily delivered and accepted by you upon the earlier of delivery from such Supplier or our payment to such Supplier for the cost of acquiring the Products. As security for your obligations under this Lease, you grant us a first-priority security interest in all of your rights and interest in and to the Products (including your rights to use software and obtain Services) and all proceeds thereof (including without limitation any refunds with respect to the software or Services financed hereunder ("Refund") that you receive or have a right to receive), free and clear of all security interests, liens or encumbrances. If you are entitled to a Refund from the Supplier (including any provider or seller of Services, licensor or seller of software), you authorize us to deliver a copy of this Lease to the Supplier as evidence of your consent to our collection and receipt of the Refund directly. Nothing in this Lease shall obligate us to pursue your Refund rights (if any) or modify, excuse or limit your obligations under this Lease, which you acknowledge and agree are absolute and unconditional. We shall apply any such Refund actually received by us against the next scheduled Rent payment(s) and all other amounts owed under this Lease. You agree that you shall owe any unpaid amounts remaining under this Lease after application of the Refund. Upon our written instructions following a Default, you agree to (a) immediately cease using the software and Services, (b) deinstall, delete and destroy all copies of the software from any computer systems owned or controlled by you or used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use, maintenance, deinstallation, deletion and destruction. Notwithstanding anything in this Lease to the contrary and only if this Section 19 applies, the Stipulated Loss Value you may be required to pay upon a Default shall equal the sum of (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term, discounted to present value at the Discount Rate and (iii) any costs and expenses incurred as a result of the Default. As the Products financed hereunder are solely software or Services, you agree that (i) any language herein pertaining to our ownership of the Products and (ii) the following provisions of this Lease shall not apply: Section 5 (in so far as it purports to vest in us ownership of improvements or additions to Products); Section 10 (Return); Section 11 (Purchase Option; Automatic Renewal); Section 14 (in so far as it purports to provide us with a right to sell, lease, or otherwise dispose of the Products consisting of Licenses or Services that would violate the underlying License or Services agreement). You acknowledge that all remaining terms and conditions of this Lease shall apply. Unless an uncured Default exists, this Lease and our interest and rights in the Products shall terminate at the expiration of the Lease Term; provided, however, that such termination shall not affect your obligations accruing prior to the termination.

LEASE NO: _____



Attachment A

Attached hereto and made a part hereof Lease No: _____ between DELL FINANCIAL SERVICES L.L.C. as Lessor
and CITY OF STARKVILLE, MISSISSIPPI as Lessee

Product Location	General Product Description/Supplier/Quantity
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All other terms and conditions of the Lease shall remain unchanged.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks & Recreation
AGENDA DATE: February 7th, 2023
PAGE: 1 of

SUBJECT: Discussion and consideration to accept best and lowest quotes for automated external defibrillators and the needed installation equipment to be placed at both the Starkville Sportsplex and Cornerstone Sports Complex on the recommendation of the Starkville Fire Department not to exceed the amount of \$14,000.00.

AMOUNT & SOURCE OF FUNDING: 1% sales tax revenue

FISCAL NOTE:

AEDSuperstore.com

- (2) Philips HeartStart FRx AED School & Community Value Package
- (2) Philips HeartStart FRx AED with Waterproof Hard Carry Case
- (3) Philips HeartStart FRx AED with Semi-Rigid Carry Case
- (5) Philips FRx AED Quick Reference Card
- (1) AED CHECK Tag – pack of 5

TOTAL: \$13,819.95

AED.com

- (2) Philips HeartStart FRx AED Semi-Rigid Carry Cases
- (2) Philips HeartStart FRx AED School & Community Value Package
- (5) Philips HeartStart FRx AED
- (2) Alarmed AED Wall Cabinets

TOTAL: \$14,803.98

**REQUESTING
DEPARTMENT:** Parks & Recreation

**DIRECTOR'S
AUTHORIZATION:**

Brandon Doherty
662.323.2294
bdoherty@sportsfacilities.com

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.

AEDSuperstore®

ITEMS	PRICE	QTY	TOTAL
 Philips HeartStart FRx AED School & Community Value Package (Includes Responder Premium Items) Choose Type of Cabinet:: Basic Cabinet Part #: SVP-FRX-B ✕ Delete	\$2,049.00	2 + - Update Cart	\$4,098.00
 Philips FRx AED Quick Reference Card Part #: 989803138601 ✕ Delete	\$6.00	5 + - Update Cart	\$30.00
 AED CHECK Tag (5 pack) - Now Improved! Part #: AMP3737 ✕ Delete	\$5.95	1 + - Update Cart	\$5.95
 Philips HeartStart FRx AED Choose an Optional Carry Case:: Waterproof Hard Carry Case - \$83.00 Part #: 861304-C03 ✕ Delete	\$1,987.00	2 + - Update Cart	\$3,974.00
 Philips HeartStart FRx AED Choose an Optional Carry Case:: Semi-Rigid Carry Case Part #: 861304-C01 ✕ Delete	\$1,904.00	3 + - Update Cart	\$5,712.00

Subtotal (13 items): **\$13,819.95**

Cabinets: 1 - Cornerstone
1 - Sportsplex

Hard Cases: 1 - Moncrief Pool
1 - Cornerstone

Semi-Rigid: 1 - Cornerstone
1 - Sportsplex
1 - Back-up



Item	Price	Qty	Subtotal
 Philips Heartstart FRx AED	\$1,904.00	- 7 +	\$13,328.00
 Philips HeartStart FRx AED School Package	\$2,222.00	- 2 +	\$4,444.00
 Philips Hard Shell AED Carrying Case	\$270.99	- 2 +	\$541.98
 Alarmed AED Wall Cabinet	\$149.00	- 2 +	\$298.00

Summary

Estimate Shipping and Tax ^

Enter your destination to get a shipping estimate.

Country

United States v

State/Province

Mississippi v

Zip/Postal Code

39759

Federal Express

- ☒ Ground \$0.00
☐ Standard Overnight \$330.63
☐ 2 Day \$330.79

Subtotal \$18,611.98

Shipping (Federal Express - Ground) \$0.00

Tax \$1,302.84

Order Total **\$19,914.82**

Apply Discount Code v



Verify with **ID.me**

Proceed to Checkout

Cabinets: 1- Cornerstone
1- Sportsplex

Hard Cases: 1- Moncrief Pool
1- Cornerstone

Semi-Rigid: 1- Cornerstone
1- Sportsplex
1- Back-up



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 7 February 2023
PAGE: 1 of 5

SUBJECT: Consideration and Discussion to approve construction of the pool building roof by Paul Davis with the lowest quote in the amount of \$22,383.29.

AMOUNT & SOURCE OF FUNDING: 1% sales tax revenue

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Authorization to award.

Paul Davis Starkville

Paul Davis of the Golden Triangle
305 Highway 12 W
Starkville, Ms 39759

Client: Starkville Parks and Rec
Property: 302 Critz St.
Starkville, MS 39759

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: Vehicle
Date Entered: 6/27/2022 Date Assigned:

Price List: STARKSTARK_001
Labor Efficiency: Restoration/Service/Remodel
Estimate: STARKVILLE_PARK_ROOF

Paul Davis of the Golden Triangle
305 Highway 12 W
Starkville, Ms 39759

STARKVILLE_PARK_ROOF**Roof****Roof1**

DESCRIPTION	QTY
Framing	
1. Rafters - 2x12 - stick frame roof (using rafter length)	408.00 LF
Framing for the new roof.	
2. 1-3/4" x 11-7/8" LVL lumber - material only	24.00 LF
3. Sheathing - plywood - 3/4" CDX	97.82 SF
4. Framing hurricane tie	24.00 EA
5. Framing hanger	24.00 EA
6. 2" x 8" lumber - treated (1.33 BF per LF)	88.05 LF
Roof	
7. Drip edge	88.05 LF
8. Fascia - metal - 10"	88.05 LF
9. Single ply membrane - Fully adhered system - 60 mil	0.98 SQ
10. Fiberboard - 1"	97.82 SF

2nd Roof**Roof1**

DESCRIPTION	QTY
Framing	
11. Rafters - 2x12 - stick frame roof (using rafter length)	408.00 LF
Framing for the new roof.	
12. 1-3/4" x 11-7/8" LVL lumber - material only	24.00 LF
13. Sheathing - plywood - 3/4" CDX	484.16 SF
14. Framing hurricane tie	24.00 EA
15. Framing hanger	24.00 EA
16. 2" x 8" lumber - treated (1.33 BF per LF)	88.05 LF
Roof	
17. Drip edge	88.05 LF
18. Fascia - metal - 10"	88.05 LF
19. Single ply membrane - Fully adhered system - 60 mil	4.84 SQ
20. Fiberboard - 1"	484.16 SF

Miscellaneous

STARKVILLE_PARK_ROOF

11/10/2022

Page: 2

Paul Davis of the Golden Triangle
305 Highway 12 W
Starkville, Ms 39759

DESCRIPTION	QTY
21. Tandem axle dump trailer - per load - including dump fees	6.00 EA
22. Permits & Fees (Paid Bill)	1.00 EA
Permit Fee to be applied once we know that price.	

Grand Total

\$22,383.29

Jace Caldwell

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
839.30 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
581.98 Surface Area	5.82 Number of Squares	176.09 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Benny Oglesby Construction, LLC
155 Oglesby Rd.
Sturgis, MS 39769 US
+1 6627692696
oglesbybenny@yahoo.com

Estimate

ADDRESS
Moncrief Park

ESTIMATE # 1350
DATE 01/30/2023

ACTIVITY	QTY	RATE	AMOUNT
Sales Frame & put roof on East & west end of concession stand over the bathroom. Rafters will be exposed. Material & Labor		25,900.00	25,900.00
TOTAL			\$25,900.00

Accepted By

Accepted Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: February 7, 2023
PAGE: 1 of 4**

SUBJECT:

Request approval for Tri-Starr Muffler and Brake to replace the transmission in a 2015 Ford Explorer VIN#4279 at the lowest estimate of \$5,288.00.

AMOUNT & SOURCE OF FUNDING: \$5,288.00

LINE ITEM:

Vehicle Repair and Maintenance
001-201-630-360

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval for Tri-Starr Muffler and Brake to replace the transmission in a 2015 Ford Explorer VIN#4279 at the lowest estimate of \$5,288.00 from the vehicle repair and maintenance line item #001-201-630-360.

Tri Starr Muffler and Brake

105 Avenue of Patriots
Starkville, MS 39759

Estimate

Date	Estimate #
12/19/2022	301014

Name / Address
Starkville Police Dept. 101 Lampkin St. Starkville Ms. 39759

			Project
Description	Qty	Cost	Total
Vin # 1FM5K8AROFGB84279 / 2015 FORD EXPLORER		0.00	0.00
TRANSMISSION		3,753.00	3,753.00
LABOR		1,155.00	1,155.00
FLUID		125.00	125.00
SHOP SUPPLIES		30.00	30.00
PROGRAM		225.00	225.00
# AVAILABILITY Feb. 16, 2023 Feb. 16, 2023			
		Subtotal	\$5,288.00
		Sales Tax (7.0%)	\$0.00
		Total	\$5,288.00

SERVICE DEPARTMENT ESTIMATE



CITY OF STARKVILLE POLICE DEPT
101 E LAMPKIN ST
STARKVILLE, MS 39759

YEAR-MAKE-MODEL-UNIT NUMBER	MILEAGE	VEHICLE IDENTIFICATION
2015 FORD EXPLORER POLICE	N/A	1FM5K8AR0FGB84219

QTY	PART NUMBER	DESCRIPTION	LABOR COST	PART COST	LABOR HOURS
	REMOVE AND REPLACE				
	TRANSMISSION ASY				
12	REPLACEMENT	LABOR	\$1,584.00		
1	ALIGNMENT	4 WHEEL	\$99.95		
1	DA5Z-7000-ARM	TRANSMISSION ASY		\$3,400.00	
2	W520215S440	NUT		\$1.78	
4	W710999-S439	SCREW		\$5.32	
2	W712146-S437	BOLT		\$0.92	
2	W713968-S440	NUT		\$10.00	
6	W714265-S440	NUT		\$3.48	
2	W714471-S439	BOLT		\$13.10	
3	W714722-S437	BOLT		\$8.52	
2	W714890-S440	NUT		\$6.84	
2	W717859-S439	BOLT		\$11.70	
8	XT-10-QLVC	FLUID		\$73.52	
1	DA5Z-9450-A	GASKET		\$4.20	
1	7T4Z-9450-AA	GASKET		\$9.72	
1	W712961-S439	BOLT		\$0.95	
1	BB5Z-4B422-A	CLIP		\$3.08	

LABOR \$1,683.95
PART \$3,553.13
Shop Supplies \$50.00
Total \$5,127.08

**Performance Automotive
Inc.**

13927 Ms Highway 182
Starkville, MS, 39759-6970
Phone: 662-323-1450

Email:

performanceauto1450@yahoo.com

Estimate #	7102
P.O.	
Date	Jan 18, 2023
Time	08:46 am

E S T I M A T E

Page 1 of 1

DIEGO SOTOMENESES CITY OF STARKVILLE Main: 786-564-1861 Email: DIEGO.SOTOMENESES@GMAIL.COM	Year	2015	Mileage		Labor	\$1,658.00
	Make	FORD	Tag		Parts	\$4,174.96
	Model	EXPLORER 4X4	Vehicle #		Misc	\$174.99
	Engine	3.7L DOHC SEQUENTIAL FI			Subtotal	\$6,007.95
	VIN	1FM5K8AR0FGB84279	Promised		Tax	\$420.56
	Parts	Do Not Return Old Parts			Total	\$6,428.51

Rate Type	Hourly	Payment Method	PAID	Estimate Charge	\$0.00
Other Authorized Person				Phone	

Labor

Description	Price
R & R TRANSMISSION (AUTOMATIC)	\$1,408.00
PROGRAM TRANS	\$250.00

Parts

Part No	Description	Quantity	Unit Cost	Price
	REMAN TRANSMISSION	1.00	\$3,999.073	\$3,999.07
	Transmission Fluid	11.00	\$15.99	\$175.89

Misc.

Description	Quantity	Unit Cost	Price
Shop Supplies	1.00	\$174.99	\$174.99

Notes: 3 YR 100K MILE WARRANTY

The signature below is my authorization for the auto repair facility to complete the repair work indicated above including the necessary materials and sublet work. I also authorize employees of the facility to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. I affirm that the facility is not responsible and shall be held harmless for loss or damage to my vehicle caused by fire, theft, or acts of nature.

SIGNED _____ DATE _____

Total	\$6,428.51
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**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Feb. 7, 2023
PAGE: Page 1 of 18

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 725 S. Jackson St. Starkville, MS 39759, with the parcel number 102H-00-151.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by WILLIAM HENRY EDMONDS ESTATE
801 S. JACKSON St. Starkville, MS 39759

1. An initial inspection performed by Code Enforcement Officer Sarah Perez was done on Friday, Jan. 6, 2023 at approximately 13:48.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez request on Monday, Jan. 9, 2023, at approximately 10:16 and deemed the structure at 725 S. Jackson St. Starkville, MS 39759 dilapidated.
3. Violation notice was created by Officer Sarah Perez on Friday, Jan. 10, 2023, at approximately 13:11 and mailed to the property owner.
4. A second inspection performed by Code Enforcement Officer Sarah Perez, was done on Friday, Jan. 27, 2023 at approximately 16:37. Property was still in violation with no apparent change.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 725 S. Jackson St. Starkville, MS 39759 with the parcel number 102H-00-151.00 is a menace to the public health, safety, and welfare of the community.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

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 structure or equipment, as defined and regulated by the adopted technical codes of Section 17, 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.

Property Link OKTIBBEHA COUNTY, MS

Current Date 1/ 6/2023

Tax Year 2022
Records Last Updated 1/ 5/2023

PROPERTY DETAIL			
OWNER	EDMONDS WILLIAM HENRY ESTATE		ACRES : **NA**
	801 JACKSON		LAND VALUE : 15000
	STARKVILLE MS 39759		IMPROVEMENTS : 4920
			TOTAL VALUE: 19920
			ASSESSED : 2988
PARCEL	102H-00-151.00		
ADDRESS	725 JACKSON		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	164.67	0.00	164.67
CITY	90.03	0.00	90.03
SCHOOL	197.21	0.00	197.21
TOTAL	451.91	0.00	451.91
			Pay Taxes
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL S PT LOT 23-T WELLBOURN SUB		
HOMESTEAD CODE	None	MAP 102H DB/PG 2004/1515	
TAX DISTRICT	4110	B 2004 P 1515 03/01/2004	
PPIN	003609		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book 2004	Page 1515		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By	
2020	DDD INVESTMENTS LLC	3/3/2022	EDMONDS WILLIAM HENRY ESTATE
2019	DDD INVESTMENTS LLC	2/17/2022	EDMONDS WILLIAM HENRY ESTATE
2018	DOWNTOWN RESTORATION	7/29/2020	EDMONDS WILLIAM HENRY ESTATE
2017	S & S PROPERTIES LLC	7/24/2019	EDMONDS WILLIAM HENRY ESTATE
2016	DDD INVESTMENTS LLC	8/1/2018	EVANS BARBARA
2015	WARNKEN PAMELA H	8/4/2017	BARBARA EVANS
2014	S & S PROPERTIES LLC	8/12/2016	EDMONDS BARBARA

[Back](#)



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

William Henry Estate Edmonds
801 Jackson
Starkville, MS 39759

Case No. 23-000004
Issued: January 06, 2023

VIOLATION LOCATION

725 Jackson,
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 06, 2023. 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 January 16, 2023.

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:

A handwritten signature in black ink, appearing to read "SP", on a white background.

Sarah Perez, Code Enforcement Officer

RECIPIENT(S): William Henry Estate Edmonds

Violations Listing

General Nuisance [UDC Section 18.1]

Reported By: Sarah Perez on Jan 06, 2023 at 3:55 PM

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.

CORRECTION

DESCRIPTION

Remove the nuisance

REQUIRED

For a case of nuisance, issue a written warning or a courtesy notice to the owner of the property, allowing ten (10) calendar days to correct the violation; For a case of public health and safety that requires immediate attention or after ten (10) days from the issuance of a written warning, issue a written Violation Notice to the owner of the property and/or a responsible party where the alleged violation occurred. (Section 3.19)



The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, Jan. 6, 2023, at approximately 13:48.

(CALL CARD)

Call #	23-000653	Dispatcher	PEREZ, S
Date/Time	01/06/2023 13:48:59	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

725 S JACKSON ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	13:48:59	13:48:59	13:58:32		

Notes

1/6/2023 1:49:23 PM	PEREZ, S	DILAPIDATED STRUCTURE
1/6/2023 1:58:23 PM	PEREZ, S	PHOTOS TAKEN

(FRONT OF PROPERTY)







(RIGHT SIDE OF PROPERTY)





(BACK OF PROPERTY)







(LEFT SIDE OF PROPERTY)



The photographs below were taken by Officer Sarah Perez at the second inspection on Friday, Jan. 27, 2023, at approximately 16:37.

(CALL CARD)

Call # 23-003375
Date/Time 01/27/2023 16:37:06
Type CODE ENFORCEMENT
How Rcvd PHONE
Sent To Dispatch 01/27/2023 16:37:15

Dispatcher SMITH, K
Disposition REPORT
Zone

Location Address
725 JACKSON ST SOUTH
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	16:37:57	16:37:59	16:41:28		

Notes

1/27/2023 4:37:23 PM	SMITH, K	TAKING PHOTOS OF DILAPATED STRUCTURE
1/27/2023 4:41:19 PM	SMITH, K	10-8

(FRONT OF PROPERTY)







(RIGHT SIDE OF PROPERTY)



(BACK OF PROPERTY)





(LEFT SIDE OF PROPERTY)





**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Feb. 7, 2023
PAGE: Page 1 of 19

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 202 Mckinley St. Starkville, MS 39759, with the parcel number 102B-00-026.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by Ethel Yeates Fisher
1014 Papin St. Alexandria, LA 71302

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Friday, Jan. 6, 2023 at approximately 13:58.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez request on Monday, Jan. 9, 2023, at approximately 10:18 and deemed the structure at 202 Mckinley St. Starkville, MS 39759 dilapidated.
3. Violation notice was created by Officer Sarah Perez on Tuesday, Jan. 10, 2023, at approximately 13:07 and mailed to the property owner.
4. A second inspection performed by Code Enforcement Officer Sarah Perez, was done on Wednesday, Jan. 25, 2023, at approximately 14:48. The property was still in violation with no apparent change.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 202 Mckinley St. Starkville, MS 39759, with the parcel number 102B-00-026.00 is a menace to the public health, safety, and welfare of the community.



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Feb. 7, 2023
PAGE: Page 1 of 19

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 203 Mckinley St Starkville, MS 39759 with the parcel number 102B-00-037.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by DANIELLE WILLIAMS-MCGEE
112 FREEMAN AVE. STARKVILLE, MS 39759

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Friday, January 6, 2023 at approximately 14:04.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez request on Monday, Jan. 9, 2023, at approximately 10:18 and deemed the structure at 202 Mckinly St. Starkville, MS 39759 dilapidated.
3. Violation notice was created by Officer Sarah Perez on Tuesday, Jan. 10, 2023, at approximately 13:07 and mailed to the property owner.
4. A second inspection performed by Code Enforcement Officer Sarah Perez, was done on Wednesday, Jan. 25, 2023, at approximately 14:53. The property was still in violation with no apparent change.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 203 Mckinley St Starkville, MS 39759 with the parcel number 102B-00-037.00 is a menace to the public health, safety, and welfare of the community.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

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 structure or equipment, as defined and regulated by the adopted technical codes of Section 17, 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.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 1/27/2023

Tax Year 2022
Records Last Updated 1/26/2023

PROPERTY DETAIL			
OWNER	WILLIAMS-MCGEE DANIELLE		ACRES : **NA**
	112 FREEMAN AVE		LAND VALUE : 22000
			IMPROVEMENTS : **NA**
	STARKVILLE MS 39759		TOTAL VALUE: 22000
			ASSESSED : 3300
PARCEL	102B-00-037.00		
ADDRESS	203 MCKINLEY		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	181.86	181.86	0.00
CITY	99.43	99.43	0.00
SCHOOL	217.80	217.80	0.00
TOTAL	499.09	499.09	0.00
LAST PAYMENT DATE 11 / 23 / 2022			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 6 C 40' ON MCKINLEY ST		
HOMESTEAD CODE	None	CITY BLK 48	
TAX DISTRICT	1110	2012/567 2012/996 2021/9343	
PPIN	006228	MAP 102B DB/PG 253/468 1007/15	
SECTION	03	1	
TOWNSHIP	18N	B 2021 P 9343 12/15/2021	
RANGE	14E		
Book 2021	Page 9343		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2020	BENNETT TAX CO INC	12/15/2021 DANIELLE WILLIAMS MCGEE
2019	BENNETT TAX CO INC	12/15/2021 DANIELLE WILLIAMS MCGEE
2018	WILLIAMS-MCGEE DANIELLE	12/15/2021 CONVEYANCE
2017	WILLIAMS-MCGEE DANIELLE	NOT REDEEMED
2016	WARNKEN PAMELA H	NOT REDEEMED
2015	WARNKEN PAMELA H	NOT REDEEMED
2014	BOAZ TAX SALE PROPERTIES LLC	NOT REDEEMED
Back		

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City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

DANIELLE WILLIAMS-MCGEE
112 FREEMAN AVE
Starkville, MS 39759

Case No. 23-000005
Issued: January 10, 2023

VIOLATION LOCATION

203 McKinley,
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 06, 2023. 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 January 23, 2023.

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: DANIELLE WILLIAMS-MCGEE



Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Jan 08, 2023 at 5:57 PM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION

DESCRIPTION

Agency Steps for Non-Compliance (Penalty)

REQUIRED

The City 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 governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (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.



Remove Dilapidated Structure

REQUIRED

It is the duty of person(s) in violation to comply by removing dilapidated structures.

MYGOV.US

City of Starkville, MS

Phone: (662) 323-4847



MYGOV.US

23-000805, 01/10/2023 at 1:25 PM

Page 3/3

The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, Jan. 6, 2023, at approximately 14:04.

(CALL CARD)

Call # 23-000656
Date/Time 01/06/2023 14:04:37
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

203 MCKINLEY ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:04:37	14:04:37	14:19:45		

Notes

1/6/2023 2:18:35 PM	PEREZ, S	SPOKE WITH MRS. THERESA BRADFORD DL # 800449375
1/6/2023 2:19:23 PM	PEREZ, S	MRS. BRADFORD GAVE A WRITTEN STATEMENT IN REFERENCE TO THE PROPERTY NEXT TO HER
1/6/2023 2:19:39 PM	PEREZ, S	PHOTOS TAKEN

(STREET VIEW OF THE PROPERTY)





(FRONT OF THE STRUCTURE)



(RIGHT SIDE OF THE STRUCTURE)



(BACK OF THE STRUCTURE)







(LEFT SIDE OF THE STRUCTURE)





Overgrowth of the property causing issues with rodents, snakes and insects for the neighboring properties.





Statement given by a neighboring property at 201 McKinley St Mrs. Theresa Bradford identified by her Mississippi Drivers License stating,

(I, Theresa Bradford have called complaining several times about the property next door. There have been multiple issues caused by the land next door, including me being afraid to allow my children to play outside. We have seen deer and there are also several other rodents that causes danger to family and I. We have seen fox families throughout our property and the property next door. I cannot clean and maintain my yard due to the threat of rodents and not being able to maintain it because of concerns from my surrounding area.)

2023-06-23 11:18

STARKVILLE POLICE DEPARTMENT

STATEMENT OF EVENTS

I, Theresa Bradford DATE OF BIRTH 5-30-80 WHO RESIDES
AT 201 McKinley Street TELEPHONE NUMBER (662) 418-1118
AM GIVING THIS STATEMENT FREELY AND VOLUNTARILY TO Officer Perez
WHO IDENTIFIED HIM/HERSELF AS A LAW ENFORCEMENT OFFICER OF THE STARKVILLE POLICE
DEPARTMENT.

2, Theresa Bradford have called complaining
several times about the property next door.
There have been multiple issues caused by the
land the next door, including me being afraid to
allow my children to play outside. We have
seen deer and there are also several other
rodents that causes danger to my family
and I. We have seen fox families throughout
our property and the property next door.
I cannot clean and maintain my yard due
to the threat of rodents and not being
able to maintain it because of concerns
from my surrounding area.

I HAVE READ THE PRECEDING STATEMENT AND IT IS TRUE AND CORRECT.

SIGNED: Theresa Bradford DATE: He-23 TIME: 2:14pm
WITNESS: [Signature] S-63 DATE: 1-6-23 TIME: 2:14pm
WITNESS: _____ DATE: _____ TIME: _____

SPD 59 REV. 5-27-08

The photographs below were taken by Officer Sarah Perez at the second inspection on Wednesday, Jan. 25, 2023, at approximately 14:53.

(CALL CARD)

Call #	23-003106	Dispatcher	PEREZ, S
Date/Time	01/25/2023 14:53:01	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
203 MICKINLEY ST			

Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:53:01	14:53:01	14:55:46		
Notes					
1/25/2023 2:55:36 PM		PEREZ, S	PHOTOS TAKEN		

(FRONT OF THE STRUCTURE)



(STREET VIEW OF THE PROPERTY)



(BACK OF STRUCTURE)



(LEFT SIDE OF STRUCTURE)



(OVERGROWTH OF THE PROPERTY)







**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Feb. 7, 2023
PAGE: Page 1 of 11

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 212 W Gillespie St. Starkville, MS 39759 with the parcel number 102B-00-319.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by Corneliuse Childs
212 W Gillespie St. Starkville, MS 39759

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Saturday, 7, 2023 at approximately 11:35.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez request on Jan. 9, 2023, at approximately 10:17 and deemed the structure at 212 W Gillespie St. Starkville, MS 39759 dilapidated.
3. Violation notice was created by Officer Sarah Perez on Tuesday, Jan. 10, 2023, at approximately 13:07 and mailed to the property owner.
4. A second inspection performed by Code Enforcement Officer Sarah Perez, was done on Thursday, Jan. 19, 2023, at approximately 11:00 Property was still in violation with no apparent change.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 212 W Gillespie St. Starkville, MS 39759 with the parcel number 102B-00-319.00 is a menace to the public health, safety, and welfare of the community.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

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 structure or equipment, as defined and regulated by the adopted technical codes of Section 17, 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.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

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

We apologize for any inconvenience this may cause.

Property Link OKTIBBEHA COUNTY, MS

Current Date 7/15/2021

Tax Year 2020
Records Last Updated 7/14/2021

PROPERTY DETAIL			
OWNER	CHILDS CORNELIUS ETAL	ACRES	**NA**
	212 GILLESPIE ST	LAND VALUE	: 10000
		IMPROVEMENTS	: **NA**
	STARKVILLE MS 39759	TOTAL VALUE	: 10000
		ASSESSED	: 1500
PARCEL	102B-00-319.00		
ADDRESS	212 GILLESPIE		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	82.64	0.00	85.12
CITY	45.20	0.00	46.56
SCHOOL	97.67	0.00	100.60
TOTAL	225.51	0.00	232.28 3.00% Penalty
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 12 CITY BLK 48
HOMESTEAD CODE	None		MAP 102B DB/PG 598/92
TAX DISTRICT	1110		
PPIN	002115		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By:
2019	BENNETT TAX CO INC	NOT REDEEMED
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](#)



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Cornelius Etal Childs

212 Gillespie St

Starkville, MS 39759

Case No. 23-000008

Issued: January 10, 2023

VIOLATION LOCATION

212 Gillespie,
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 06, 2023. 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 January 23, 2023.

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: Cornelius Etal Childs

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Jan 06, 2023 at 6:29 PM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION

DESCRIPTION

Agency Steps for Non-Compliance (Penalty)

REQUIRED

The City 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 governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (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.



The photographs below were taken by Officer Sarah Perez at the first inspection on Saturday, Jan. 7, 2023, at approximately 11:35.

(CALL CARD)

Call #	23-000743	Dispatcher	PEREZ, S
Date/Time	01/07/2023 11:35:20	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

212 GILLESPIE ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:35:20	11:35:20	11:38:59		
PEREZ, S	11:35:20	11:35:20	11:38:59		

Notes

1/7/2023 11:38:49 AM	PEREZ, S	PHOTOS TAKEN
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Photos taken of this property show over growth as well as some garbage, an old car tire, sheet metal, broken pieces of concrete and bricks, etc. It is not only a nuisance but a danger to those who live next door.









The photographs below were taken by Officer Sarah Perez at the second inspection on Thursday, Jan. 19, 2023 at approximately 11:00.

(CALL CARD)

Call #	23-002408	Dispatcher	PEREZ, S		
Date/Time	01/19/2023 11:00:35	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
212 GILLE SPIE ST					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:00:35	11:00:35	11:00:57		
Notes					
1/19/2023 11:00:47 AM		PEREZ, S	PHOTOS TAKEN		

The photos attached below show that no attempts have been made to correct any violations.







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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 2-07-23
PAGE: 1 of 2

SUBJECT: Consideration of a loan from General City Funds to Sanitation Fund in the amount of \$189,750.00 at 2.5% interest with quarterly payments over 3 years for the purchase of a 2022 Knuckleboom Loader which was ordered February 15, 2022.

AMOUNT & SOURCE OF FUNDING: 022-322-820-881: 2022 Knuckleboom – General Fund Loan

AUTHORIZATION HISTORY: The City of Starkville authorized the purchase of the Knuckleboom Loader on from Sansom Equipment following a reverse auction held January 26, 2022. The loader has been delayed due to availability of parts.

The loan will be over a period of three years with payments to be made quarterly in advance. Financing by the General City to the Sanitation Dept at the interest rate being earned by the General City currently will result in lower payments by the Sanitation Dept while maintaining the earnings of the General Fund.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Chris Smiley

FOR MORE INFORMATION CONTACT: Chris Smiley or Lesa Hardin

SUGGESTED MOTION:

Approval of a loan from General Fund to the Sanitation Fund in the amount of \$189,750.00 at 2.5% interest with quarterly payments over 3 years for the purchase of a 2022 Knuckleboom Loader which was ordered February 15, 2022.



City of Starkville - General Fund to Sanitation

\$ 189,500.00 Loan with Quarterly Payments 2.5% Interest

- 2022 KnuckleBoom / Sansom Equipment Co -

12 Quarters

<u>Quarter</u>		<u>Payment</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Remaining Balance</u>
1.	06/1/23	\$ 16,440.53	\$ 15,256.15	\$ 1,184.38	\$ 174,243.85
2.	09/1/23	\$ 16,440.53	\$ 15,351.51	\$ 1,089.02	\$ 158,892.34
3.	12/1/23	\$ 16,440.53	\$ 15,447.45	\$ 993.08	\$ 143,444.89
4.	03/1/24	\$ 16,440.53	\$ 15,544.00	\$ 896.53	\$ 127,900.89
5.	06/1/24	\$ 16,440.53	\$ 15,641.15	\$ 799.38	\$ 112,259.74
6.	09/1/24	\$ 16,440.53	\$ 15,738.91	\$ 701.62	\$ 96,520.83
7.	12/1/24	\$ 16,440.53	\$ 15,837.27	\$ 603.26	\$ 80,683.56
8.	03/1/25	\$ 16,440.53	\$ 15,936.26	\$ 504.27	\$ 64,747.30
9.	06/1/25	\$ 16,440.53	\$ 16,035.86	\$ 404.67	\$ 48,711.44
10.	09/1/25	\$ 16,440.53	\$ 16,136.08	\$ 304.45	\$ 32,575.36
11.	12/1/25	\$ 16,440.53	\$ 16,236.93	\$ 203.60	\$ 16,338.43
12.	03/1/26	\$ 16,440.55	\$ 16,338.43	\$ 102.12	\$ 0
<u>Totals</u>		\$ 197,286.38	\$ 189,500.00	\$ 7,786.38	



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

AGENDA ITEM NO: 2
AGENDA DATE: February 7, 2023
PAGE: 1

SUBJECT: Request authorization to approve Memorandum of Agreement No. 23-00067 between MDEQ and Starkville Utilities for two Charge Point DC Fast-Charging Stations. TVA has previously contracted to pay 80% of the funds for installation. Of the other project funds not covered by TVA contract, MDEQ agrees to pay up to 70% of the installation of the stations, not to exceed \$48,060.00, with Starkville Utilities to pay the remaining funds required on the project.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward C. Kemp 323-3133

Please see attached Memorandum of Agreement.

Starkville Utilities' actual project funding will look like the below:

TVA (Electric Vehicle Fast Charge Program Agreement) – 80% of total project cost, up to \$150,000 per port or \$300,000 total.

MDEQ (MDEQ Agreement 23-00067) – \$48,060.00 maximum

Starkville Utilities – Remaining cost

Since equipment costs have increased since the initial application, we estimate the project to total approximately \$275,000. At that cost, the funding breakdown will be as follows:

- TVA - \$220,000
- MDEQ - \$48,060
- Starkville Utilities - \$6,940 (This can be from in-kind contributions like transformers, wiring, lineman labor & equipment, etc.)

If for some reason we can hold the project total below about \$240,000, Starkville Utilities would not have any capital investment into the project, but will still benefit from ownership.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 23-00067

MEMORANDUM OF AGREEMENT
SUB-RECIPIENT OF THE VOLKSWAGEN DIESEL EMISSIONS ENVIRONMENTAL
MITIGATION TRUST FOR STATE BENEFICIARIES

This document reflects a Memorandum of Agreement (“MOA”) between the **Mississippi Department of Environmental Quality** (“MDEQ”) and the **City of Starkville Light & Water dba Starkville Utilities** (“SUB-RECIPIENT,” and together with MDEQ, the “Parties,” and each a “Party”), to provide funds for the work specified in paragraph 3, Statement of Work.

1. Purpose

The purpose of this MOA is to implement a nitrogen oxides (NOx) emissions reduction project in Mississippi. As the lead agency for the State of Mississippi under the Volkswagen Diesel Emissions Environmental Mitigation Trust Agreement for State Beneficiaries (“VW Trust Agreement”), MDEQ is responsible for distributing funds allocated to the State under the VW Trust Agreement. Through a competitive application process, MDEQ will offer rebates for NOx emissions reduction projects eligible for funding under the State of Mississippi Volkswagen Beneficiary Mitigation Plan.

2. Source of Funds

The funds provided by this MOA are provided through the VW Trust Agreement, a copy of which can be found at: <https://www.mdeq.ms.gov/wp-content/uploads/2022/08/statebeneficiaries.pdf>.

3. Statement of Work

A. Services:

For the consideration referred to in paragraph 5, Consideration and Payment, the SUB-RECIPIENT shall provide MDEQ with services, facilities, personnel, and materials specified below:

B. Tasks:

- 1) The SUB-RECIPIENT shall install two (2) ChargePoint CPE250 DC Fast-Charging stations at the publicly accessible Starkville Electric Department offices, located at 200 N. Lafayette St., Starkville, MS to support the use of electric vehicles. Should this approved location for charging station installation no longer be available or otherwise suitable, the SUB-RECIPIENT shall request in writing to MDEQ for approval of a similar, publicly accessible location. Written approval from MDEQ shall be obtained **prior** to proceeding with installation of the charging station(s).

4. Period of Performance

- A. The period of performance for this MOA shall commence upon execution by the Executive Director of MDEQ and end no later than **September 30, 2025**.

- B. Pre-award costs are those incurred prior to the effective date of this MOA directly pursuant to the negotiation and in anticipation of the award of funds where such costs are necessary for efficient and timely performance of the Statement of Work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the MOA and only with the written approval of MDEQ. These costs must be charged to the initial budget period of the award unless otherwise specified by MDEQ.

5. Consideration and Payment

A. Consideration:

As consideration for the performance of this MOA, MDEQ agrees to pay the SUB-RECIPIENT a maximum total not to exceed **\$48,060.00**.

MDEQ shall pay up to 70% of the installation of the Fast-Charging stations, not to exceed **\$48,060.00**. The SUB-RECIPIENT shall pay at least 30% of the purchase price of the Fast-Charging stations, or the remaining balance of the purchase price, whichever is higher.

B. Invoices:

- i. The SUB-RECIPIENT shall submit invoices supported by documentation of costs of work performed as required by MDEQ. The invoices shall include supporting documentation of costs incurred. MDEQ may request additional documentation if necessary for review of invoices.
- ii. All invoices for time periods ending June 30 of any year through the course of this MOA shall be submitted separately and no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than thirty (30) days after the end date of this MOA.
- iii. Invoices should be emailed to invoices@mdeq.ms.gov or mailed to:

MDEQ
Attention: Invoices
P.O. Box 2369
Jackson, MS 39225-2369

C. Payment:

Subject to available funding, the provisions of the VW Trust Agreement, and all other terms and conditions of this MOA, MDEQ shall pay all properly invoiced amounts due to the SUB-RECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim for payment from the SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.

- i. Request for Payment. The SUB-RECIPIENT shall request payment of funds on a reimbursement basis ("Reimbursement Requests") unless otherwise directed by MDEQ. The SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. The SUB-RECIPIENT may make Reimbursement Requests during the Period of Performance of this MOA.
2. The SUB-RECIPIENT shall only request payment under this MOA for the costs necessary to complete the Statement of Work specifically stated and required under this MOA.
3. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are deemed ineligible or not necessary for the completion of the Work in this MOA must be returned to MDEQ within 30 days from receiving MDEQ's written notification for return of funds.
4. The SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and the SUB-RECIPIENT shall remain responsible for performance in strict compliance with this MOA. If MDEQ rejects, condemns, or fails to approve any part of the Statement of Work, it may terminate this MOA as permitted in paragraphs entitled Termination for Convenience, Termination for Default, or Termination Upon Bankruptcy.
5. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request if, at the time the request is submitted, the SUB-RECIPIENT has failed to comply with any term or condition of this MOA or has otherwise failed to perform the Work to date in accordance with the Statement of Work.

6. Terms and Conditions

This MOA and the SUB-RECIPIENT are subject to requirements of the VW Trust Agreement a copy of which can be found at <https://www.mdeq.ms.gov/wp-content/uploads/2022/08/statebeneficiaries.pdf>. All of these requirements apply to the SUB-RECIPIENT and its Contractors.

7. Reporting Requirements and Final Payment

A. Annual Progress Reports

The SUB-RECIPIENT shall transmit an Annual Progress Report to MDEQ no later than January 31st for the preceding calendar year. The Annual Progress Report shall be completed using the form provided by the MDEQ Program Manager(s). The first Annual Progress Report shall be due January 31, 2024, and subsequent Annual Progress Reports are required until the Project has been completed and a Final Report has been transmitted to MDEQ, as required by paragraph 7.B. herein.

B. Final Project Report

When the SUB-RECIPIENT has performed all the Work, the SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Project Report"). As appropriate, the Final Project Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Project Report shall be provided by the SUB-RECIPIENT to MDEQ within thirty (30) days of Project completion.

C. Final Payment

Upon satisfactory completion of the work performed under this MOA, as a condition before final payment under this MOA or as a termination settlement under this MOA, the SUB-RECIPIENT shall execute and deliver to MDEQ a release of all claims, Attachment "A," which releases claims against MDEQ arising under, or by virtue of, this MOA, except claims which are specifically exempted by the SUB-RECIPIENT to be set forth therein. Unless otherwise provided in the MOA, by state law, or otherwise expressly agreed to by the parties in this MOA, final payment under this MOA or settlement upon termination of this MOA shall not constitute waiver of MDEQ's claims against the SUB-RECIPIENT or its sureties under this MOA or applicable performance and payment bonds.

8. Final Management and Compliance

MDEQ requires that the SUB-RECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this MOA from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, the SUB-RECIPIENT shall redact all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include Personally Identifiable Information (PII) that is required by law to be disclosed.

MDEQ has determined that the SUB-RECIPIENT is a low risk for noncompliance as stated in Attachment "B" a copy of which is attached hereto and incorporated herein in its entirety. The SUB-RECIPIENT agrees to submit to and cooperate with MDEQ in any risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds.

9. Employment Status

The SUB-RECIPIENT shall, during the entire term of this MOA, be construed to be an independent SUB-RECIPIENT. Nothing in this MOA is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

The SUB-RECIPIENT represents that it is qualified to perform the duties to be performed under this MOA and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this MOA. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ. Any person assigned by the SUB-RECIPIENT to perform the services hereunder shall be the employee of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employee. If the SUB-RECIPIENT is notified within the first eight (8) hours of assignment that the person is unsatisfactory, the SUB-RECIPIENT will not charge MDEQ for those hours.

The SUB-RECIPIENT shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required.

It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to the SUB-RECIPIENT shall be paid as a gross sum with no withholdings or deductions being made by MDEQ for any purpose from said MOA sum except as permitted in paragraphs, entitled Termination for Convenience, Termination for Default or Termination Upon Bankruptcy.

10. Applicable Law

The MOA shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations including applicable state public contracting laws.

11. Availability of Funds

It is expressly understood and agreed that the obligation of MDEQ to proceed under this MOA is conditioned upon the receipt of funds from the Trustee appointed in the VW Trust Agreement. If the funds anticipated for the continuing fulfillment of the MOA are, at any time, not forthcoming, are insufficient, or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUB-RECIPIENT, to terminate this MOA without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

12. Representation Regarding Contingent Fees

The SUB-RECIPIENT represents that it has not retained a person to solicit or secure a state MOA upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the SUB-RECIPIENT's bid or proposal.

13. Representation Regarding Gratuities

The SUB-RECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

14. Trade Secrets, Commercial, and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this MOA which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the MOA shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

15. Compliance with Laws

The SUB-RECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the SUB-RECIPIENT agrees during the term of the MOA that the SUB-RECIPIENT will strictly adhere to

this policy in its employment practices and provision of services. The SUB-RECIPIENT shall comply with, and all activities under this MOA shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

16. Stop Work Order

- A. Order to Stop Work. MDEQ may, by written order to the SUB-RECIPIENT at any time and without notice to any surety, require the SUB-RECIPIENT to stop all or any part of the work called for by this MOA. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the SUB-RECIPIENT, 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 SUB-RECIPIENT shall forthwith comply with its terms and take all reasonable 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, MDEQ shall either:
- 1) Cancel the stop work order; or
 - 2) Terminate the work covered by such order as provided in the Termination Clauses of this MOA.
- 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 SUB-RECIPIENT shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or service price, or both, and the MOA shall be modified in writing accordingly, if:
- 1) the stop work order results in an increase in the time required for, or in the SUB-RECIPIENT's cost properly allocable to, the performance of any part of this MOA; and
 - 2) the SUB-RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the work period of work stoppage; provide that, if MDEQ decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this MOA.
- C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

17. E-Payment

The SUB-RECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by MDEQ within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

18. E-Verification

If applicable, the SUB-RECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The SUB-RECIPIENT agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this MOA may subject the SUB-RECIPIENT to the following:

- A. Termination of this MOA for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- B. The loss of any license, permit, certification or other document granted to the SUB-RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. Both. In the event of such cancellation/termination, the SUB-RECIPIENT would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

19. Transparency

This MOA, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this MOA is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed MOA is required to be posted to the Mississippi Department of Finance and Administration’s independent agency Contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. The personal or professional services to be provided, the price to be paid, and the terms of this MOA shall not be deemed to be a trade secret or confidential commercial or financial information.

20. Paymode

Payments by state agencies using the electronic payment system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the SUB-RECIPIENT’s choice. The State, may at its sole discretion, require the SUB-RECIPIENT to electronically submit invoices and supporting documentation at

any time during the term of this MOA. The SUB-RECIPIENT understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

21. Termination for Convenience

- A. *Termination.* MDEQ's Executive Director or designee may, when the interests of the State so require, terminate this MOA in whole or in part, for the convenience of the State. MDEQ's Executive Director or designee shall give written notice of the termination to the SUB-RECIPIENT specifying the part of the MOA terminated and when termination becomes effective.
- B. *SUB-RECIPIENT's Obligations.* The SUB-RECIPIENT shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the SUB-RECIPIENT will stop work to the extent specified. The SUB-RECIPIENT shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The SUB-RECIPIENT shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MDEQ's Executive Director or designee may direct the SUB-RECIPIENT to assign the SUB-RECIPIENT's right, title, and interest under terminated orders or subcontracts to the State. The SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

22. Termination for Default

- A. *Default.* If the SUB-RECIPIENT refuses or fails to perform any of the provisions of this MOA with such diligence as will ensure its completion within the time specified in this MOA or any extension thereof, or otherwise fails to timely satisfy the MOA provisions, or commits any other substantial breach of this MOA, MDEQ's Executive Director or designee may notify the SUB-RECIPIENT in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by MDEQ's Executive Director or designee, such officer may terminate the SUB-RECIPIENT's right to proceed with the MOA or such part of the MOA as to which there has been delay or a failure to properly perform. The SUB-RECIPIENT shall continue performance of the MOA to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- B. *SUB-RECIPIENT's Duties.* Notwithstanding termination of the MOA and subject to any directions from the procurement officer, the SUB-RECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the SUB-RECIPIENT in which the State has an interest.
- C. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the MOA price. The State may withhold from amounts due to the SUB-RECIPIENT such sums as MDEQ's Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- D. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, the SUB-RECIPIENT shall not be in default by reason of any failure in performance of this MOA in accordance with its terms (including any failure by the SUB-RECIPIENT to make progress in the prosecution of the work hereunder which endangers such performance) if SUB-RECIPIENT has notified MDEQ's Executive Director or designee

within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the SUB-RECIPIENT shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit SUB-RECIPIENT to meet the MOA requirements. Upon request of the SUB-RECIPIENT, MDEQ's Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the SUB-RECIPIENT's progress and performance would have met the terms of the MOA, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

E. *Erroneous Termination for Default.* If, after notice of termination of the SUB-RECIPIENT's right to proceed under the provisions of this clause, it is determined for any reason that the MOA was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the MOA contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

F. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this MOA.

23. Termination Upon Bankruptcy

This MOA may be terminated in whole or in part by MDEQ upon written notice to The SUB-RECIPIENT, if the SUB-RECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the SUB-RECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, the SUB-RECIPIENT shall be entitled to recover just and equitable compensation for satisfactory work performed under this MOA, but in no case shall said compensation exceed the total MOA price.

24. Counterparts

This MOA may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this MOA delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOA.

25. Ownership of Documents and Work Products

MDEQ shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with this MOA, except for the SUB-RECIPIENT's internal administrative and quality assurance files and internal documents. The SUB-RECIPIENT shall deliver such documents and work papers to MDEQ upon termination or completion of this MOA. The foregoing notwithstanding, the SUB-RECIPIENT shall be entitled to retain a set of

such work papers for its files. The SUB-RECIPIENT shall be entitled to use such work papers only after receiving written permission from MDEQ and subject to any copyright protections.

26. Record Retention and Access to Records

All records related to this Agreement shall be retained by the SUB-RECIPIENT for a minimum of ten (10) years after final payment is made under this MOA and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this Project is commenced before the end of the ten-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten-year period, whichever is later.

The SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the “Right to Audit” provision only if all the following conditions are satisfied:

- A. The SUB-RECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten-year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before the SUB-RECIPIENT provides the records and corresponding certification to MDEQ, in which case the SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and
- C. The SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days’ written notice before providing the above-mentioned records and corresponding certification.

27. Modification or Amendment

Modification, changes, or amendments to this MOA may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision, or condition of this MOA must be in writing and signed by both parties hereto.

28. Assignment

The SUB-RECIPIENT shall not assign or otherwise transfer the obligation incurred on its part pursuant to the terms of this MOA without the prior written consent of MDEQ. Any attempted assignment or transfer of its obligations without such consent shall be null and void. All obligations and duties of either party under this MOA shall be binding on all successors in interest or assigns of such party.

29. Waiver

MDEQ may waive any provision, in whole or in part, of this MOA not otherwise required by law. Failure by MDEQ, at any time, to enforce the provisions of the MOA shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the MOA or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

30. Governing Law

This MOA shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. The SUB-RECIPIENT expressly agrees that under no circumstances shall MDEQ be obligated to pay an attorney's fee or the cost of legal action to the SUB-RECIPIENT.

31. Severability

If any term or provision of this MOA is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the MOA shall be valid and enforceable to the fullest extent permitted by law.

32. Disputes

Before pleading to any judicial system at any level, the SUB-RECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the SUB-RECIPIENT. Pending non-resolution of the complaint at this point, successive administrative remedies will include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Mississippi Code Annotated Section 49-17-35 (Rev. 2012), with appeals from the Commission's decision following procedures as outlined in Mississippi Code Annotated Section 49-17-41 (Rev. 2012).

33. Conflict of Interest

The SUB-RECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this MOA per the paragraphs entitled Termination for Convenience, Termination for Default or Termination Upon Bankruptcy.

34. Insurance

The SUB-RECIPIENT shall maintain during the Period of Performance of this Agreement the following liability insurance coverage, and shall require its contractors to maintain said coverage, related to the work of the SUB-RECIPIENT and in connection with this Agreement.

A. Workers' Compensation and Employer's Liability Insurance. This insurance shall protect the SUB-RECIPIENT against all claims under applicable State workers' compensation laws. The SUB-RECIPIENT shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a workers' compensation law. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of One Million and 00/100 Dollars (\$1,000,000.00). The SUB-RECIPIENT shall supply MDEQ endorsements from its carriers evidencing waiver of subrogation in favor of MDEQ.

35. Indemnification

The SUB-RECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. The SUB-RECIPIENT's tort liability, if the SUB-RECIPIENT is an entity of the State of Mississippi, is

determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this MOA shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

36. Subcontracts

The SUB-RECIPIENT must notify MDEQ in writing and submit a Request to Contract form, provided by MDEQ, prior to contracting any portion of the Work under this MOA. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. Should MDEQ determine that any proposed contractor of the SUB-RECIPIENT under this MOA has a conflict of interest with respect to MDEQ, the SUB-RECIPIENT or the Project; MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable procurement laws and regulations. MDEQ's failure to reject the letting of any contract under this MOA shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If the SUB-RECIPIENT issues any contract in coordination with this MOA, then the SUB-RECIPIENT will be deemed to have represented and certified to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, the SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by the SUB-RECIPIENT;
- B. in making such contract, the SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and, for work performed in Mississippi, is authorized to do business in the State of Mississippi;
- D. each contractor is required under its agreement with the SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;
- E. each contractor has agreed to conduct its activities related to the Work in compliance with all terms and conditions of this MOA, all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;
- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with Mississippi laws, including, without limitation Mississippi Code Annotated § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, the SUB-RECIPIENT or the Project.

The SUB-RECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management, and any work performed by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this MOA to have any contractual obligation to, or relationship with, any of the SUB-RECIPIENT's contractors, and the Parties agree and

acknowledge that, as between MDEQ and the SUB-RECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, the SUB-RECIPIENT. No contractor or other recipient of funds from MDEQ under this MOA shall be deemed to be an agent, representative, employee, or servant of MDEQ in connection with this MOA. Parties with whom contracts or sub-agreements are entered into shall be referred to herein as “Contracted Party” or “Contracted Parties.”

37. Third Party Action Notification

The SUB-RECIPIENT shall give MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the SUB-RECIPIENT by any entity that may result in litigation related in any way to this MOA.

38. No Third-Party Beneficiaries

This MOA is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOA.

39. Authority to Contract

The SUB-RECIPIENT certifies that (a) it is a Mississippi state agency; (b) entry into and performance under this MOA is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this MOA to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this MOA.

OR

The SUB-RECIPIENT certifies (a) that it is a validly organized business with valid authority to enter into this MOA; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this MOA is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this MOA to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this MOA.

40. Confidential Information

The SUB-RECIPIENT shall treat all MDEQ data and information to which it has access by its performance under this MOA as confidential to the extent that confidential treatment of same is required under federal and/or state law and shall not disclose such data or information to a third party without specific written consent of MDEQ. In the event that the SUB-RECIPIENT receives notice that a third-party request divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, the SUB-RECIPIENT shall promptly inform MDEQ and thereafter respond in conformity with such subpoena to the extent mandated by state or federal law. This section shall survive the termination or completion of this MOA.

41. Captions

The captions or headings in this MOA are for convenience only, and in no way define, limit, or describe the scope or intent of any provision or section of this MOA.

42. Notice

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Article):

The contact information for contract administration matters is as follows:

For MDEQ: Ms. Aveleka Moore
P. O. Box 2261
Jackson, MS 39225-2261

For SUB-RECIPIENT: Mr. Terry Kemp
P. O. Box 927
Starkville, MS 39760

43. MOA Changes

MDEQ may at any time, by written order, make changes within the general scope of the MOA or any of its Task Orders as to the services or work to be performed. If such changes cause an increase or a decrease in the SUB-RECIPIENT's cost or time required to perform any services under this MOA or assigned Task Orders, whether or not changed by any order, MDEQ shall make an equitable adjustment and modify this MOA , or the appropriate Task Order, in writing. The SUB-RECIPIENT must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the SUB-RECIPIENT received MDEQ's notification of change, unless MDEQ grants additional time before the date of final payment. No services for which the SUB-RECIPIENT will charge an additional compensation shall be furnished without the written authorization of MDEQ.

{Signature Page Follows}

For the faithful performance of the terms of this MOA, the parties hereto have caused this MOA to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF STARKVILLE LIGHT & WATER DBA STARKVILLE UTILITIES

Authorized Signature

Date

Typed/Printed Name

Title

ATTACHMENT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

MDEQ AGREEMENT NO. 23-00067

WHEREAS, pursuant to Section 7.C. (*Final Payment*) of the above-referenced Memorandum of Agreement (the “MOA”) entered into by the **Mississippi Department of Environmental Quality** (“MDEQ”) and the **City of Starkville Light & Water dba Starkville Utilities** (“Sub-Recipient”) wherein it is provided that after completion of all work, and prior to final payment, the Sub-Recipient will furnish MDEQ with a release of all claims.

NOW, THEREFORE, in consideration of the above premises and the payments by MDEQ to the Sub-Recipient pursuant to the above referenced MOA, the receipt and sufficiency of which is hereby acknowledged, the Sub-Recipient hereby remises, releases, and forever discharges MDEQ, its officers, agents, and employees, of and from all manner of debts, dues, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, and whether in law and equity, which the Sub-Recipient now has or may hereafter have arising out of or related to the MOA or any work performed pursuant to the MOA (collectively, all “Claims”) with the exception of only those Claims which are specifically exempted by the Sub-Recipient as set forth below.

The following are all Claims specifically exempted by the Sub-Recipient:

City of Starkville Light & Water dba Starkville Utilities

By: _____

Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

ATTACHMENT B

RISK ASSESSMENT AND MONITORING ACTIVITIES

FOR VOLKSWAGEN DIESEL EMISSIONS ENVIRONMENTAL MITIGATION TRUST FOR STATE BENEFICIARIES SUB-RECIPIENTS

MDEQ has evaluated the risk of noncompliance of Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries (“VW Trust”) Sub-Recipients with statutes, regulations, and the terms of conditions of the Memorandum of Agreement (“MOA”)—for purposes of determining the appropriate Sub-Recipient monitoring— and has determined the risk to be low.

MDEQ has determined that the VW Trust Sub-Recipients qualify for a determination of low risk of noncompliance based upon the following factors:

MDEQ reviews project applications to ensure that proposed projects are eligible mitigation actions pursuant to Appendix D-2 of the VW Trust and that the proposed mitigation action fits within the goals of Mississippi’s Beneficiary Mitigation Plan prior to entering an MOA.

Sub-Recipients must provide a detailed timeline and provide a detailed budget for proposed mitigation actions during the application process.

The MOA provides that MDEQ will reimburse eligible costs, after such costs are incurred, after MDEQ reviews invoices and supporting documentation that the Sub-Recipient must submit to MDEQ. MDEQ will not reimburse costs before confirming that costs are eligible for reimbursement.

Because the VW Trust is limited to funding specified categories of mitigation actions, and because of MDEQ’s oversight to ensure invoices and other documentation support requests for reimbursement, there appears to be minimal opportunity for possible deficiencies pertaining to VW Trust Sub-Recipient awards.

MDEQ will monitor the activities of the Sub-Recipients by requiring the Sub-Recipient to submit reports to MDEQ and by following up to ensure that the Sub-Recipients take timely and appropriate action on all deficiencies pertaining to the MOA identified through any audits and other means.

The MOA requires the Sub-Recipient to provide MDEQ with any audit, assurance, attestation, or monitoring engagement report (if applicable) and the Sub-Recipient must submit its response to MDEQ describing corrective actions taken during the project period to satisfy MDEQ’s audit, etc.



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

**AGENDA ITEM NO: 4
AGENDA DATE: February 7, 2023
PAGE: 1**

SUBJECT: Request authorization to purchase pipe material for Santa Anita Drive water replacement in the amount of \$17,851.26.

AMOUNT & SOURCE OF FUNDING: 2023 Budget

<u>FISCAL NOTE:</u>	Quote 1	Central Pipe Supply, Inc	\$17,851.26
	Quote 2	Consolidated Pipe and Supply Co., Inc.	\$17,898.00
	Quote 3	Ferguson Waterworks	\$18,846.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

Please see the attached quotes.

This project is part of the 2023 Capital Improvement project and the plans are currently being finalized.

This project is anticipated to start in the summer/fall of 2023 timeframe. Staff has performed preliminary quantity takeoffs for materials so they can be ordered with enough lead time that they will arrive in time for the project.

SUGGESTED MOTION:

Move approval to pipe material for Santa Anita Drive water replacement in the amount of \$17,851.26.



CENTRAL PIPE SUPPLY - JACKSON
101 WARE ROAD
PEARL, MS 39208
601-939-3322
Fax 601-932-8944



Quotation

EXPIRATION DATE	QUOTE NUMBER
01/19/2023	S100322762
CENTRAL PIPE SUPPLY - JACKSON 101 WARE ROAD PEARL, MS 39208 601-939-3322 Fax 601-932-8944	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

STARKVILLE UTILITIES
PO BOX 927
ACCOUNTS PAYABLE
STARKVILLE, MS 39759-2201

STARKVILLE UTILITIES
605 DR MLK JR DRIVE EAST
STARKVILLE, MS 39759

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
6294					
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
CAMERON DILMORE			NET 30 DAYS	01/17/2023	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
1300ft	PIPE PVC CL/235 C900 6" DR-18 Pn: 11073		13.340/ft	17342.00	
2ea	DI MJ 45 ELL 6" Pn: 2276		113.750/ea	227.50	
4ea	TYLER UNION LOCKING GLAND 6" FOR PVC PIPE TUFGRIP #113942 Pn: 2105		46.440/ea	185.76	
4ea	DI MJ ACC PACK 6" LESS GLAND #MJBGAS06P Pn: 2010		24.000/ea	96.00	
2ea	PIPE LUBE QUART (STANDARD) 2# Pn: 24973		0.000/ea	0.00	
Tax not included. Pricing subject to change due to volatility in the marketplace.			Subtotal		17851.26
			S&H Charges		0.00
			Amount Due		17851.26

Consolidated Pipe & Supply, Co., Inc.

2505 Mattox Street

Tupelo, MS 38801

Phone

(662) 841-1270

(662) 841-2490

Name

Location

STARKVILLE UTILITIES**Bid Date**

01/17/2023

Gentlemen, we are pleased to offer the following items for your consideration:

[illegible]

Thank you for the opportunity to quote on your requirements. The above prices are firm for delivery within 30 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the plans and specifications and are not guaranteed. Material warranties are limited to that of the manufacturer only.

Terms : Net 30 Days

F.O.B. Jobsite

Thanks,

Cliff Waddle

Utility Sales Representative

Consolidated Pipe & Supply Co., Inc.



FEL - GULFPORT WW #1227
14231 SEAWAY ROAD
UNIT B-5
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To:
From: Katje Elise Toups
Comments:

15:06:23 JAN 17 2023

Page 1 of 1

FERGUSON WATERWORKS #1221

Price Quotation
Phone: 228-863-2757
Fax: 228-863-6587

Bid No: B375105
Bid Date: 01/17/23
Quoted By: KET

Cust Phone: 662-323-3133
Terms: NET 10TH PROX

Customer: STARKVILLE UTILITIES
605 DR M L KING DR EAST
STARKVILLE, MS 39759

Ship To: STARKVILLE UTILITIES
605 DR M L KING DR EAST
STARKVILLE, MS 39759

Cust PO#:

Job Name: DR18,MJ 45

Item	Description	Quantity	Net Price	UM	Total
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	1300	14.340	FT	18642.00
MJ4LAU	6 MJ C153 45 BEND L/A	2	102.000	EA	204.00
Net Total:					\$18846.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$18846.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



AGENDA ITEM NO: 3
AGENDA DATE: February 7, 2023
PAGE: 1

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

SUBJECT: Request authorization to purchase F350 Regular Cab in the amount of \$50,165.00 and F350 Crew Cab in the amount of \$50,660.00.

AMOUNT & SOURCE OF FUNDING: 2023 Budget

<u>FISCAL NOTE:</u>	Quote 1 (F350 Crew Cab)	\$50,660.0
	Quote 2 (F350 Crew Cab)	\$51,135.00
	Quote 1(F350 Regular Cab)	\$50,165.00
	Quote 2 (F350 Regular Cab)	\$50,900.00

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

The purchase of vehicles has been difficult due to supply chain. These vehicles are reasonably priced and could be added to the fleet in a reasonable amount of time. One of these vehicles we have been trying to replace since 2021.

Vendors for State of MS contract are no longer honoring their prices and cannot provide availability of vehicles.

Please see the attached quotes from dealers.

SUGGESTED MOTION:

Move approval to purchase F350 Regular Cab in the amount of \$50,165.00 and F350 Crew Cab in the amount of \$50,660.00.

Image coming soon or preproduction computer-generated image where shown. Selected vehicle options and packages not shown. See dealer for details.



2023 Super Duty®

F-350 XL

PAINT ^{S4}

COLOR
Oxford White

\$50,900

ESTIMATED NET PRICE ^{S5}

\$908

PER MONTH FOR 60 MONTH
FINANCE ^{S6}

POWERTRAINS ^{S4}



3.73 Electronic Locking Axle Ratio

\$430

PACKAGES ^{S4}

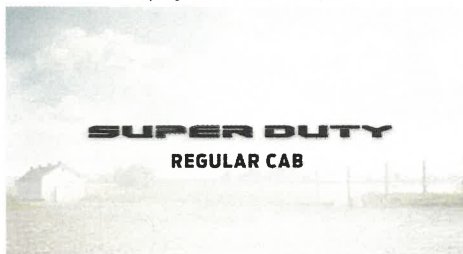


FX4 Off-Road Package

\$495

EXTERIOR ^{S4}

Image coming soon or preproduction computer-generated image where shown. Selected vehicle options and packages not shown. See dealer for details.



INTERIOR ^{S4}

Image coming soon or preproduction computer-generated image where shown. Selected vehicle options and packages not shown. See dealer for details.

2023 Super Duty®

F-350 XL

SUMMARY

PAINT ^{S4}

Oxford White	\$0
--------------	-----

POWERTRAINS ^{S4}

6.8L 2 Valve DEVCT NA PFI V8 Gas Engine	\$0
---	-----

4X4	\$0
-----	-----

TorqShift®-G Ten-Speed Automatic with Selectable Drive Modes with 6.8L	\$0
---	-----

3.73 Electronic Locking Axle Ratio	\$430
------------------------------------	-------

PACKAGES ^{S4}

FX4 Off-Road Package	\$495
----------------------	-------

EXTERIOR ^{S4}

18" Argent Painted Steel Wheels With Painted Hub Covers and Center Ornaments	\$0
---	-----

LT275/70Rx18E BSW A/T Tires - 4x4	\$265
-----------------------------------	-------

Trailer Tow Mirrors - Manually Telescoping and Folding with Power and Heated Glass	\$0
---	-----

Tailgate – Removable	\$0
----------------------	-----

Hill Descent Control™	\$0
-----------------------	-----

Skid Plates – Transfer Case and Fuel Tank	\$0
---	-----



INTERIOR ^{S4}	
Medium Dark Slate	\$0
Heavy-Duty Vinyl 40/20/40 Split Bench Seats with Center Armrest	\$0
Carpet Delete	\$0
Cruise Control	\$0
AM/FM Stereo with MP3 Player	\$0
SYNC® 4	\$0

PRICING SUMMARY	
BASE MSRP ^{S1}	\$47,815
OPTIONS ^{S4}	+ \$1,190
ACCESSORIES ^{S8}	+ \$0
DESTINATION CHARGES ^{S17}	+ \$1,895
TOTAL MSRP ^{S16}	= \$50,900
ESTIMATED NET PRICE ^{S5}	= \$50,900
MONTHLY PAYMENT ^{S6}	\$908
Finance based on \$5,090 down payment, 60 month term and 7% APR, \$0 trade-in-value	

KTP-003285 MS 9-NORMAL, NB, 203285, NL182 11567

UIC CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXPL ROTA

009564 3203/3522 1FT8W3A6X NEG43617 NB

SUPER DUTY

2022 F350 SRW 4X2 CREW CAB
XL 160" WB STYLESIDE
6.2L EFI V-8 ENGINE
10-SPEED AUTOMATIC

NE G43617

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM EARTH GRAY VINYL

California Air Resources Board

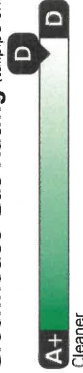
Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.™ See in-vehicle settings for connectivity options.

Based on 1974-2021 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Services are required for remote features (see FordPass App for details). Connected Services and features depend on compatible AT&T network availability. Evolving technology/cellular network/vehicle capacity may limit functionality of certain services. Connected service excludes Wi-Fi hotspot.



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.

1FT8W3A6XNEG43617



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.



STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- BOX RAIL/TAILGATE MOLDINGS
 - DOOR HANDLES - BLACK
 - HEADLAMPS - AUTOLAMP
 - LOCKING
 - REMOVABLE TAILGATE
 - PICKUP BOX, TIE DOWN HOOKS
 - NA W/BOX DLT
 - SPARE TIRE AND WHEEL LOCK
 - TOW HOOKS
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT

- INTERIOR**
- 60/40 REAR BENCH W/UP-LP
 - FLIP-DOWN W/ HEAD RESTRAINT
 - AIR COND, MANUAL FRONT
 - DRIVER SEAT-MANUAL LUMBAR
 - DRIVER SEAT-HEATER
 - PARTICULAR AIR FILTER
 - STEERING - TILT/TELESCOPIC
 - WHEEL WITH AUDIO
 - VINYL SUN VISORS

FUNCTIONAL

- 4-WHEEL ANTLKLOCK BRAKE SYS
- FORDPASS™ CONNECT
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- REVERSE W/ CAMERA
- NA W/BOX DLT
- TWIN L-BEAM INDEPENDENT FRT SUSPENSION W/STAB BAR

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVERPASSSENGER AIR BAGS
- SECURLOCK® ANTI-THIEF SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

- OPTIONAL EQUIPMENT/OTHER**
- PREFERRED EQUIPMENT PKG-6T0A
 - 10-SPEED AUTOMATIC
 - 3.73 ELECTRONIC-LOCKING AXLE
 - POWER EQUIPMENT GROUP
 - PROTECT SECURITY PACKAGE
 - 4G LTE W/FT HOTSPOT REMOVAL
 - 10200H GWRB PACKAGE
 - 50 STATE EMISSIONS
 - SPARE TIRE AND WHEEL
 - TELESCOPIC TT MIRR-POWER/HTD SIG
 - JACK
 - ADVANCED SECURITY PACK REMOVAL
 - REAR CHMSL CAMERA
 - XL VALUE PACKAGE
 - .CRUISE CONTROL

(MSRP)

- NO CHARGE
- 430.00
- 1,350.00
- NO CHARGE
- NO CHARGE
- 20.00
- NO CHARGE
- NO CHARGE
- 50.00
- 200.00
- 395.00

PRICE INFORMATION

- BASE PRICE \$45,560.00
- TOTAL OPTIONS/OTHER 2,305.00
- TOTAL VEHICLE & OPTIONS/OTHER 47,865.00
- DESTINATION & DELIVERY 1,795.00

(MSRP)

- \$45,560.00
- 2,305.00
- 47,865.00
- 1,795.00

RAMP ONE

RA20

RAMP TWO

RAIL

ITEM #:

23-2095 OJT 2

TOTAL MSRP \$49,660.00

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 280 003285 11 18 22

01/24/2023

1st QUOTE

\$49,660
+ \$425 (DOC FEE)
+ \$575 (DELIVERY FEE)
\$50,660

2ND QUOTE

Image coming soon or preproduction computer-generated image where shown. Selected vehicle options and packages not shown. See dealer for details.



\$51,135

ESTIMATED NET PRICE ^{S5}

\$912

PER MONTH FOR 60 MONTH
FINANCE ^{S6}

POWERTRAINS ^{S4}



3.73 Electronic Locking Axle Ratio

\$430

PACKAGES ^{S4}

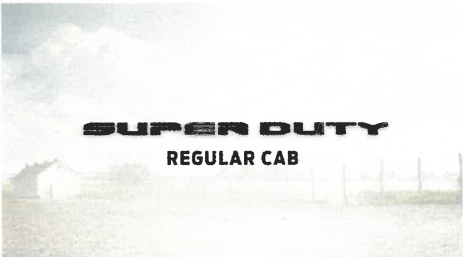


XL Off-Road Package

\$995

EXTERIOR ^{S4}

Image coming soon or preproduction computer-generated image where shown. Selected vehicle options and packages not shown. See dealer for details.



INTERIOR ^{S4}

Image coming soon or preproduction computer-generated image where shown. Selected vehicle options and packages not shown. See dealer for details.

2023 Super Duty®

F-350 XL

PAINT ^{S4}

COLOR

Oxford White

2023 Super Duty®

F-350 XL

SUMMARY

PAINT ^{S4}

Oxford White \$0

POWERTRAINS ^{S4}

6.8L 2 Valve DEVCT NA PFI V8 Gas Engine \$0

4X4 \$0

TorqShift®-G Ten-Speed Automatic with
Selectable Drive Modes with 6.8L \$0

3.73 Electronic Locking Axle Ratio \$430

PACKAGES ^{S4}

XL Off-Road Package \$995

EXTERIOR ^{S4}

17" Argent Painted Steel Wheel with Painted
Hub Covers and Center Ornaments \$0

33" Off-Road Tire (LT285/70R17 A/T) \$0

Trailer Tow Mirrors - Manually Telescoping and
Folding with Power and Heated Glass \$0

Tailgate – Removable \$0

Skid Plates - Transfer Case and Fuel Tank \$0



INTERIOR ^{S4}	
Medium Dark Slate	\$0
Heavy-Duty Vinyl 40/20/40 Split Bench Seats with Center Armrest	\$0
Carpet Delete	\$0
Cruise Control	\$0
AM/FM Stereo with MP3 Player	\$0
SYNC® 4	\$0

PRICING SUMMARY	
BASE MSRP ^{S1}	\$47,815
OPTIONS ^{S4}	+ \$1,425
ACCESSORIES ^{S8}	+ \$0
DESTINATION CHARGES ^{S17}	+ \$1,895
TOTAL MSRP ^{S16}	= \$51,135
ESTIMATED NET PRICE ^{S5}	= \$51,135
MONTHLY PAYMENT ^{S6}	\$912
Finance based on \$5,114 down payment, 60 month term and 7% APR. \$0 trade-in-value	



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

**AGENDA ITEM NO: 6
AGENDA DATE: February 7, 2023
PAGE: 1**

SUBJECT: Request authorization to execute Engineering Agreement for Professional Services for Babylon Road sewer project with Springer Engineering, Inc.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward C. Kemp 323-3133

This agreement was originally prepared on December 8, 2021 but has not been executed. Seeking approval to execute Engineering Agreement for Professional Services before proper approval of final invoice by Springer Engineering Inc. for the price of \$39,900 for the Babylon Road Sewer System Expansion.

This was the engineering design required to transition from a gravity system to a force main and lift station design. This was changed due to higher than anticipated initial bids for the project and to right size the project within funding budgets.

SUGGESTED MOTION:

Move to execute Engineering Agreement for Professional Services with Springer Engineering, Inc.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of December 8, 2021 ("Effective Date") between

Starkville Utilities ("Owner")

and Springer Engineering, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Babylon Rd. Sewer Addition ("Project").

Description of Engineer's Services: REVISE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE PROJECT.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

APPENDIX I

Engineering Services Proposal

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

(1 page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Engineer:

By:

By:

Title:

Title: President

Date

Date

Signed:

Signed:

Engineer License or Certificate No. PE 15931

State of: Mississippi

Address for giving notices:

Address for giving notices:

Springer Engineering, Inc.

206 Old West Point Road

Starkville, Mississippi 39759

APPENDIX I



206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
FAX 662-323-2297
SPRINGERMS@BELLSOUTH.NET

December 8, 2021

Starkville Utilities
ATTN: Terry Kemp, PE
200 North Lafayette Street
Starkville, Mississippi 39759

**RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR
SANITARY SEWER ADDITION – BABYLON ROAD
STARKVILLE, MISSISSIPPI**

Dear Mr. Kemp:

Your selection of Springer Engineering to perform the professional services on the project captioned above is appreciated. Having examined the information forwarded by your office and having discussed the scope of work with you, we offer to furnish the following item for the lump sum fee stipulated below.

Engineering Services \$ 39,900.00

I trust that this proposal meets your needs and is within your budget. However, should you have any questions concerning this submittal, the opportunity to address same will be appreciated.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Holland Cox', is written over the printed name.

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr



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

**AGENDA ITEM NO:2
AGENDA DATE: February 7, 2023
PAGE: 1**

SUBJECT: Request authorization to approve Change Order 02 to add 159 calendar days for material delays and a price increase of \$6,228.39.

AMOUNT & SOURCE OF FUNDING: CDBG and Local Funding

FISCAL NOTE: 2023

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward C. Kemp 323-3133

This change order is adding 159 calendar days to the contract and is adding \$6,228.39 to the contract for -the addition of electrical power supply and setup to Lift Station #1 and Lift Station #2. The contractor has requested additional days due to material delays.

SUGGESTED MOTION:

Move to approve Change Order #2 to add 159 calendar days and a price increase of \$6,228.39 for the Babylon Road Sewer Addition due to material delays and addition of power supply.

**AIA®****Document G701™ – 2017****Change Order****PROJECT:** *(name and address)*

Babylon Rd Sewer Additions

CONTRACT INFORMATION:

Contract For: Michael Box Construction

Date: Feb. 14, 2022

CHANGE ORDER INFORMATION:

Change Order Number: 02

Date: Jan. 24, 2023

OWNER: *(name and address)*

City of Starkville, MS

ARCHITECT: *(name and address)*

Springer Engineering, Inc.

CONTRACTOR: *(name and address)*

Michael Box Construction, LLC

The Contract is changed as follows:

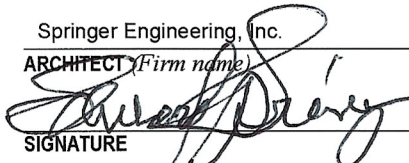
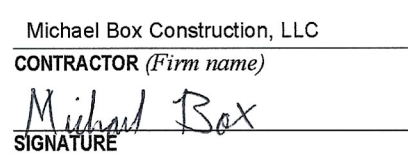
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attachment for detailed description.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	520,269.20
The net change by previously authorized Change Orders	\$	2,685.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	522,954.20
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	6,228.39
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	529,182.59
The Contract Time will be (increased) (decreased) (unchanged) by		(159) days.
The new date of Substantial Completion will be		Feb. 28, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Springer Engineering, Inc.	Michael Box Construction, LLC	City of Starkville, MS
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Edward Springer, P.E.	Michael Box	Lynn Spruill, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
1/25/23	1-25-23	
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Babylon Rd Sewer Additions
Change order Number 02
Date: January 24, 2023

Item No.	Description	Increase	Decrease
1	Provide power supply for two (2) sewer lift stations Invoice from 4-County for electricity (set poles)=\$3,064.39 Mini trackhoe \$150.00 per hour - 15.5 hours=\$2,325.00 Labor, 3 laborers at \$40.00 per hour - Total of 45 hours=\$1,800.00 Material=\$1,100.00 Electrician bill for wiring and hooking up meter base panels=\$2,500.00 Two Lift Station Totals = \$10,789.39	\$10,789.39	\$0.00
2	Decrease Silt Fence by 1087 feet Reason: Additional silt fence was not required.	\$0.00	\$3,261.00
3	Delete 100 straw bales Reason: Straw bales were not required.	\$0.00	\$1,300.00
4	Increase contract time by 159 days. Reason: Add days for project changes listed above. Add days for delayed supplies.	\$0.00	\$0.00

Total	\$10,789.39	\$4,561.00
Total Change Order Amount	\$6,228.39	



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

AGENDA ITEM NO: 8
AGENDA DATE: February 7, 2023
PAGE: 1

SUBJECT: Request authorization to accept the lowest quote from Premier Welding and Repair, LLC for four 30hp temporary floating aerator in the amount of \$36,950.00 each.

AMOUNT & SOURCE OF FUNDING: 2023 Budget

<u>FISCAL NOTE:</u>	Premier Welding and Repair, LLC	\$36,950
	S&N Airflow, Inc.	\$66,526

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

We continue to experience some issues with the gearboxes of our aerators at the Wastewater Treatment plant. These are critical items in the treatment process designed for our plant. During a 2/2/23 phone call, the current manufacturer indicated that they are unwilling to participate in gearbox replacement. We are going to continue to pursue any and all remedies with the manufacturer, but in the meantime we need to provide some additional capacity to keep our plant within permitted limits. We received 2 quotes for a 30hp temporary aerator. Additional aerators may likely be required in the near future, but this will help mitigate the need in the short term.

A recap of the quotes is found below:

Premier Welding and Repair, LLC	\$36,950
S&N Airflow, Inc.	\$66,526

SUGGESTED MOTION:

Move approval to accept the lowest quote from Premier Welding and Repair, LLC for two 30hp temporary floating aerator in the amount of \$36,950.



QUOTE NO. SNA6630

**To: Thomas Ware
Chief Plant Operator
City of Starkville Utilities**

Date: September 22, 2021

Project: Starkville Utilities; Ernest E. Jones WWTP, Starkville MS

**Subject: S&N Airoflo Aeration Equipment for Waste Water Treatment
Horizontal Floating Brush Rotor**

SCOPE OF SUPPLY

S&N Airoflo™ is pleased to submit a proposal for the supply of the following equipment and/or services:

ITEM 1. Floating Brush Rotors

One (1) 20_30*HP S&N Airoflo™ 2200 Series In-line Flex Drive, 304 Stainless Steel Horizontal Floating Brush Rotor, complete with the following features and components:

****Note: Individual Pricing for each HP Configuration listed below***

- **Motor:** 230/460 volt, 3-phase, 60 hertz, TEFC (totally enclosed fan cooled), horizontal electric motor. This motor meets the **NEMA Premium Efficiency specifications. Motor has a minimum 1.25 SF (at full load amps).**
- **Gear Reducer:** a constant-duty, AGMA class III, gear reducer at manufacturer's recommended operational load with the following features:
 - Gear reducers are upgraded with external labyrinth style seal guards designed to protect the gear reducer seals from grit, hair and the corrosive environment.

- Gear reducers shall be equipped with a vent breather modified for use with S&N Airoflo rotors. This device is designed to prevent water vapor from collecting in the gear reducer reservoir. This in turn will extend the life of the gear reducer lubricant.
- Gear reducer shall be fitted with a drain hose to allow for easier, cleaner oil changes.
- Gear reducers shall be supplied with S&N Aeration Duty Gear Lube.
- ***Motor and Gear Reducer Drive Devices:*** Direct Flex Drive Assembly consisting of a shaft mounted gear using a face mounted plate, is attached to the frame with heavy pins to allow tri-axial movement. The movement allowed by the pin and plate arrangement eliminates critical alignment issues, eliminating misalignment pressure on the bearings of the gear reducer. Further reduction of possible alignment issues is greatly reduced through the use of an elastomeric coupling between the motor and the gear.
- ***Drive Assembly Cover:*** The cover design is hinged to allow unimpeded access to the drive assembly for O&M inspections and repair. This cover has an open design to reduce moisture and solids retention in the drive assembly area.
- ***Horizontal Rotor Assembly:*** shall be constructed of 304 Stainless Steel. The torque tube is fitted with welded flanges on both ends to receive eight (8) bolt stub shaft assemblies. The blades are welded to the rotor for strength and then balanced. ***The Airoflo rotor design includes a unique blade shape with a C-shaped base and a blade placement pattern of alternating long & short blade lengths to maximize mixing and oxygen transfer.***
- ***Rotor Bearing Assembly:*** The bearing assembly consists primarily of a UHMW (Ultra High Molecular Weight) bearing block and wear sleeves (bronze & carbon steel) attached to the rotor shaft using a heavy heat shrink. The UHMW bearing block is uniquely machined to carry the weight of the rotor while allowing wastewater to flow through the bore for lubrication. A cutaway design provides an easy visual inspection of the condition of the bearing assembly. The maintenance free bearing assembly is designed to wear out over time, while eliminating scheduled greasing and possible catastrophic failure.
- ***Rotor Support:*** In-line Flex Drive Assemblies will include a Single UHMW Tail end bearing with a face mounted swing plate supporting the drive end. UHMW polyethylene self-wastewater lubricating (non-greasing, maintenance free) rotor bearing with bi-metallic wear sleeves are designed to absorb the wear and protect the shaft. The maintenance free UHMW bearing will eliminate the monthly greasing labor and possible contamination of the basin.
- ***Floatation Devices, Cradle Frames & Vertical Adjustable Linkage:*** Stainless Steel foam filled floats are mounted to the main frame with stainless steel cradles.

The connecting linkage between the cradle and the frame is adjustable to vary the rotor submergence and to control amperage.

- **Main Frame:** The main frame is constructed primarily of 304 stainless steel structural square tubing. Non-skid platforms are welded to both the drive end and tail end of the frame for secure footing and safe access during O&M inspections.
- **Fasteners & Threaded Rods:** all bolts, threaded rods, pins and clips will be 304 Stainless Steel. All adjustment rods will have brass nuts and all bolts will have brass lock nuts to prevent seizing.
- **Anchoring:** The anchoring system will be a Bridge Anchoring System (BAS). The BAS will attach to the bridge and allow the unit to float level and operate at the various water levels required for the application while securing the unit place and limiting lateral movement. Site specific anchors will be supplied.
- **Shields:** **EVS (Extended Vertical Shield)** The EVS deflects a sufficient amount of the flow of the rotor to reduce the accumulation of solids around the area of the motor and gear cover. The EVS assembly consists of a ¼" x 54"h X 96"w HDPE Marine Board shield attached to a system of overlapping splash guard and seals *to protect the drive assembly from splash created by the rotor and specifically to stop migration of waste water along the rotor shaft to the gear reducer seals*

ITEM 2. Electrical Panels & Disconnects:

- None quoted
- **Service Disconnect With a Hot Dipped Galvanized Mounting Bracket:** full details provided upon request
 - None quoted

ITEM 3. Power Cable and/or Pre-wired Motors: full details provided upon request

- None Quoted
- NOTE: In order to meet the warranty requirements on 25hp and 30hp S&N Airoflo units, soft starts or VFDs with Soft Start Functions must be used. Because of the reduction in starting torque to reduce wear and tear on any rotor, S&N Airoflo also recommends their use on any rotor over 10HP

ITEM 4. EZ Access Systems: based on our 35+ years of experience, we recommend a simple access system to provide *safe & easy access for O&M inspections* and light repairs.

- To be determined with drawing and input from customer

ITEM 5. Freight, Installation, Lifting Equipment, & Tech Service:

- **Freight: FOB Origin, Freight Prepaid & Added**
- **Installation: INCLUDED**
- **Lifting Equipment:** Customer Responsibility
- **Tech Service and Training: INCLUDED**

ITEM 6. Maintenance and Handling Accessories: S & N will provide the following to assist in handling the equipment and performing basic maintenance:

- **O&M Manual**
- **Lifting/handling bar for the units**

ITEM 7. Spare Parts and Specialty Tools:

- **One elastomeric element for the coupling on the rotors**

*****PLEASE REFENCE THE FOLLOWING PAGES FOR PRICING AND EXECUTION.***

PRICING AND EXECUTION

Due to the current volatility of steel prices, budgetary cost of equipment may be subject to change.

ITEMS 1,2,3, 4, 5, 6, & 7 Or otherwise noted above:

All Pricing is FOB Destination, Freight Prepaid and Added

One (1) 20HP S&N Airoflo™ 2200 Series In-line Flex Drive, 304 Stainless Steel Horizontal Floating Brush Rotor

\$ 52,466.00
(Prices good for 30 days)

One (1) 30 HP S&N Airoflo™ 2200 Series In-line Flex Drive, 304 Stainless Steel Horizontal Floating Brush Rotor

\$ 66,526.00
(Prices good for 30 days)

EXCLUSIONS: State or local taxes, if applicable; interconnecting wiring, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel, piping, connections, walkways, gratings, railings, installation, or any other auxiliary equipment or service **not detailed above.**

SPECIFICALLY EXCLUDED: LIQUIDATED AND CONSEQUENTIAL DAMAGES.

VALIDITY: The above price is firm for thirty days from the date of this proposal. Pricing is based on the schedules stated within this proposal.

OWNER/CONTRACTOR RESPONSIBILITY: *(The following will be the responsibilities of the Owner/Contractor unless specified otherwise within this document):*

- **Equipment for unloading, uncrating, and installation.** (Note: Installation will, at a minimum, require lifting equipment rated at 4,000 lbs. at its extended reach for non-stacked units; Sites with limited or difficult accessibility may require a crane or hoist.)

- **Two Inspections of the Units**...1st is start-up inspection. S&N will supervise and instruct start-up procedures if installation or tech service is included in your quote. 2nd inspection after 60 days of operation. 2nd inspection performed by contractor or owner. The 2nd inspection must be documented per the proper forms supplied in the O&M manual. Forms must be returned to the manufacturer, in order to execute the warranty.
- Electrical connection and interconnecting wiring to or from any of the following except as noted above:
 - Motor
 - Disconnect
 - Controls

DELIVERY: Eight (8) weeks after final submittal approval or Release to Manufacture.

TERMS: Net thirty (30) days after delivery.

WARRANTY: **Standard Warranty Terms:** S&N Airoflo™ warrants their equipment to be free from defects in material and workmanship for a period of one (1) year following operation start-up and acceptance. During this one (1) year period, S&N Airoflo™ will replace or repair (F.O.B., factory) any part (or parts) returned that have failed under normal use and service. The electric motor and gear reducer warranties shall be as stated by the manufacturers.

The S&N warranty period ends twelve (12) months after the start-up date or eighteen (18) months after delivery, whichever comes first.

Any damages resulting from acts of God, vandalism, animals, or high or low voltage will not be covered under warranty.

Thank you for your consideration and the opportunity to provide this quote.





205 Fellowship Rd
Taylorsville, MS 39168

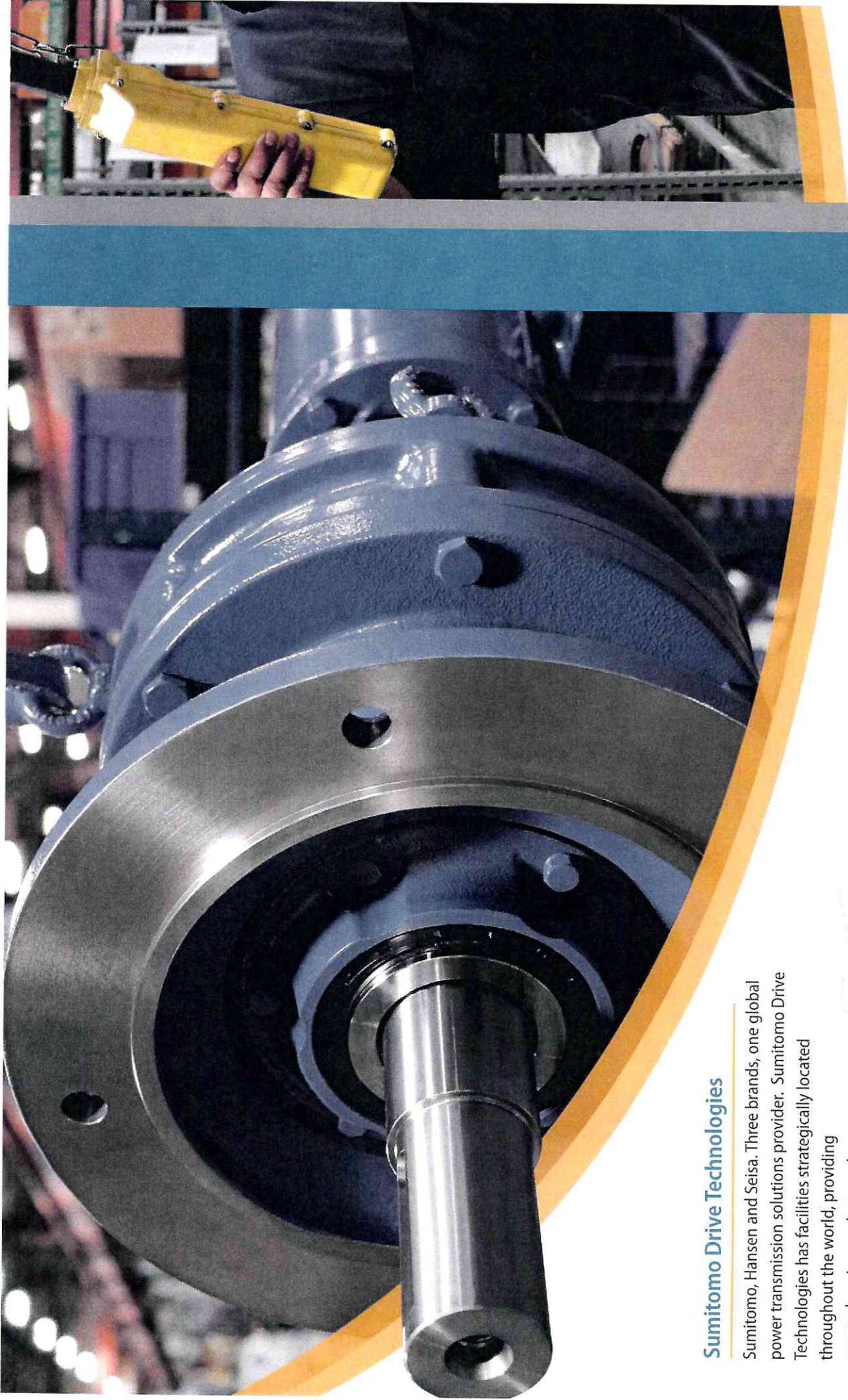
Quote

Date	Quote #
12/12/2022	551

Name / Address
City of Starkville - Wastewater Dept.

Ship To

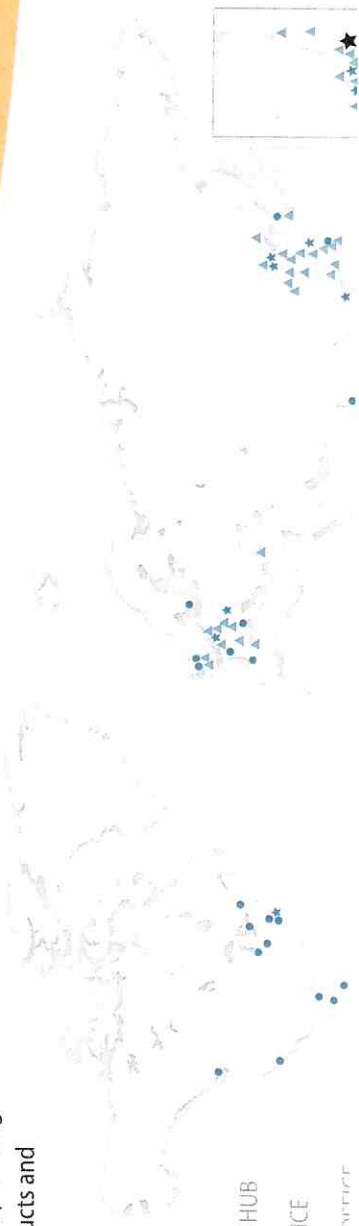
Item	Description	Qty	Cost	U/M	Total
30SUM	30 HP Floating Electric Wastewater Aerator Sumitomo CHHJ 6195 Drive (2:1 Service factor), Toshiba Motor, Timken QF150 Stainless Steel Coupler Unit will be constructed from steel coated with inorganic zinc galvanizing primer, 2 coats of Off-shore rated Aluminum Epoxy Paint, and final top coat of immersion rated paint. Unit will include catwalks on both sides for easy maintenance and service. 2 Year Warranty on structural components and manufacturers warranty on drive components. Projected delivery date is January 27, 2023 Price includes delivery, but does not include installation		36,900.00		36,900.00
			Total		\$36,900.00



Sumitomo Drive Technologies

Sumitomo, Hansen and Seisa. Three brands, one global power transmission solutions provider. Sumitomo Drive Technologies has facilities strategically located throughout the world, providing comprehensive products and services in your region.

- ★ MANUFACTURING HUB
- ASSEMBLY & SERVICE
- ▲ REGIONAL OFFICE



• "H" Foot

• V-Flange

• F-Flange

• Coupled C-Face

• Integral Motor

• Sh



MOUNTING

SEALS

Wear sleeves and pressure-rated to prevent leaks

HOUSING

Rugged, shock-resistant cast iron housing. Optional ductile iron housing also available

RING GEAR HOUSING

High power density, all reduction contained in compact ring gear housing

OIL LEVEL INDICATOR

SLOW-SPEED SHAFT

ECCENTRIC CAM

END SHIELD



*Rating applies to specific products.

CYCLO® 6000

UNMATCHED RELIABILITY & EXCEPTIONAL PERFORMANCE

Cyclo® speed reducers and gearmotors are the premier in-line drives. The revolutionary Cyclo® design provides **unmatched reliability and reliable performance** exceeding that of involute tooth gear designs.