



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
March 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, MARCH 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 FEBRUARY 7, 2023 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 17, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 21, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

FRANK NICHOLS REPRESENTING THE STARKVEGAS JUNETEENTH COMMITTEE FOR UNITY

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF VA 23-01: A REQUEST FOR A VARIANCE FROM SETBACK REQUIREMENTS OF AN ACCESSORY STRUCTURE AT 109 OAK RIDGE IN A SD-2 ZONING DISTRICT.

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

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

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

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

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION SUPPORTING OKTIBBEHA COUNTY IN THE SUBMISSION OF A COMMUNITY PROJECT FUNDING APPROPRIATION GRANT FROM CONGRESSMAN GUEST FOR THE REPLACEMENT AND UPGRADE OF THE WATER INFRASTRUCTURE OF THE FORMER BLUEFIELD WATER ASSOCIATION.

B. CONSIDERATION OF A RESOLUTION SUPPORTING THE SUBMISSION OF A COMMUNITY PROJECT FUNDING APPROPRIATION STAG GRANT FROM CONGRESSMAN GUEST FOR THE INSTALLATION OF SEWER INFRASTRUCTURE IN THE NEWLY ANNEXED AREAS CURRENTLY LACKING SERVICE AND OUTSIDE THE EAST OKTIBBEHA SEWER ASSOCIATION FOOTPRINT.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF ACCEPTING THE LOWEST QUOTE FROM BAKERS READY MIX & CONSTRUCTION FOR WIDENING BOTH OF THE TARMAC FBO ENTRANCES IN THE AMOUNT OF \$17,620.00.

2. REQUEST APPROVAL OF RENEWAL OF THE LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE, MS AND CIRCLE S AVIATION, LLC AT 320 AIRPORT ROAD.

3. REQUEST ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$4.5 MILLION FROM THE FAA AIRPORT TERMINAL GRANT PROGRAM WITH A LOCAL MATCH OF UP TO 5%, PENDING RECEIPT AND REVIEW OF FINAL DOCUMENTS.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 23-02: REQUEST FOR FINAL PLAT APPROVAL FOR “ LOTS 330 & 331 GREENBRIAR SUBDIVISION” AT 800 AND 802 GREENBRIAR STREET IN AN SD-2 ZONING DISTRICT WITH PARCEL NUMBERS 106C-00-081.00 AND 106C-00-082.00.
2. CONSIDERATION OF THE AWARD TO THE SOLE PROPOSAL, JACKSON STATE UNIVERSITY MARGARET WALKER CENTER, IN THE AMOUNT OF \$10,000.00 FOR THE CREATION OF A STARKVILLE HISTORIC CIVIL RIGHTS SITES BROCHURE AS PART OF THE MS DEPARTMENT OF ARCHIEVES AND HISTORY GRANT PROGRAM.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 27, 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. REQUEST APPROVAL TO RENEW THE MECHANICAL HVAC SERVICE AGREEMENTS WITH BRISLIN, INC. FOR THE POLICE DEPARTMENT AND CITY HALL HVAC SYSTEMS FOR INSPECTIONS AND MAINTENANCE OF EQUIPMENT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$155,000 TO BE USED FOR THE PURCHASE OF 50 SETS OF TURN-OUT GEAR WITH A 15% MATCH.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE STEVENSON TUTTON AS A SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE SCOTT GRICE AS A PRINCIPAL SYSTEMS ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE SHANNA CUNNINGHAM AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE COLTON BIRMINGHAM AS A STARKVILLE POLICE OFFICER.
5. REQUEST AUTHORIZATION TO HIRE JOHN ARNOLD AND JAMES PUMPHREY AS ENTRY LEVEL FIREFIGHTERS.
6. REQUEST APPROVAL OF THE PROMOTION OF JEREMY WEAVER TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE JOHN SCOTT AS THE ASSISTANT MANAGER IN STARKVILLE UTILITIES.
8. REQUEST AUTHORIZATION TO HIRE NOAH JONES AS APPRENTICE LINEMAN 1 IN STARKVILLE UTILITIES.
9. REQUEST AUTHORIZATION TO HIRE CHARLES JORDAN AS A WATER DISTRIBUTION SUPERVISOR IN STARKVILLE UTILITIES.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF A MASS TEXTING AND COMMUNICATION SYSTEM FROM CIVICPLUS, THE EXISTING WEB PLATFORM, FOR A COST OF \$8,024.74 FOR THE FIRST YEAR, AND \$11,234.64 EACH YEAR GOING FORWARD.

I. PARKS

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #10 WITH T & M STEEL – PHASE 3 CONTRACT, ADDING \$25,000.00 FOR THE PEDESTAL DESIGN AND CONSTRUCTION OF THE COOL PAPA BELL SCULPTURE FOR CORNERSTONE SPORTS COMPLEX.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING REGARDING AUTOMATED LICENSE PLATE READERS (ALPR), BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION, ACTING THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, AND THE CITY OF STARKVILLE.
- b. REQUEST AUTHORIZATION TO DECLARE A 2010 HYUNDAI GENESIS VIN#5089 AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM.
- c. REQUEST APPROVAL FOR CPL. CHRIS JACKSON TO ATTEND THE IACIS (INTERNATIONAL ASSOCIATION OF COMPUTER INVESTIGATIVE SPECIALISTS) BASIC COMPUTER FORENSICS EXAMINER COURSE TO BE HELD IN ORLANDO, FLORIDA APRIL 24TH THROUGH MAY 5TH, 2023, AT A COST NOT TO EXCEED \$6,500.00 TO BE REIMBURSED BY THE ATTORNEY GENERALS OFFICE WHEN THE COURSE IS SUCCESSFULLY COMPLETED.

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 617 W. MAIN ST. STARKVILLE, MS 39759 WITH PARCEL NUMBER 118O-00-274.00 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 PROPERTY LOCATED AT 109 ROOSEVELT TAYLOR SR. ST. STARKVILLE, MS 39759 PREVIOUSLY KNOWN AS 109 BEATTIE ST. STARKVILLE, MS 39759 WITH PARCEL NUMBER 118O-00-250.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE SOLE SOURCE QUOTE FROM ANXITER, THE ONLY PROVIDER OF HONEYWELL NEXTGEN GATEKEEPERS IN THE SOUTHERN REGION, FOR GATEKEEPERS IN THE AMOUNT OF \$118,090.00.
2. REQUEST AUTHORIZATION TO APPROVE SOLE SOURCE QUOTE FROM ANIXTER, THE ONLY PROVIDER OF HONEYWELL NEXTGEN

GATEKEEPERS IN THE SOUTHERN REGION, IN THE AMOUNT OF \$28,604.16 FOR ELECTRIC METERS.

3. REQUEST AUTHORIZATION TO APPROVE CONTRACT WITH NARRATIVE 12 FOR COMMUNICATIONS SUPPORT IN THE AMOUNT OF \$4,500.00 MONTHLY.
4. REQUEST AUTHORIZATION TO APPROVE A REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR SUBSTATION MAINTENANCE AND TESTING SERVICES.
5. REQUEST AUTHORIZATION TO APPROVE LOWEST QUOTE FROM BILL RUSSELL FORD ON A FORD F-150 IN THE AMOUNT OF \$49,369.00.
6. REQUEST AUTHORIZATION TO APPROVE LOWEST QUOTE FROM WREN BODY WORKS FOR THE BED ASSEMBLY AND INSTALLATION FOR THE SERVICE TRUCK FOR WASTEWATER IN THE AMOUNT OF \$32,760.33.
7. CONSIDERATION OF ACCEPTING THE LOW BASE BID OF \$2,461,000.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FROM DNA UNDERGROUND.
8. REQUEST AUTHORIZATION TO APPROVE THE LOWEST QUOTE PURCHASE OF SURGE ARRESTORS FROM ANIXTER IN THE AMOUNT OF \$16,550.73.
9. REQUEST AUTHORIZATION TO APPROVE LOWEST QUOTE ON ELEVATOR REPAIR AT STARKVILLE UTILITIES FROM KONE CARE ELEVATOR IN THE AMOUNT OF \$14,685.00.
10. REQUEST AUTHORIZATION TO APPROVE THE QUOTE FROM S&N AIROFLO FOR EMERGENCY RENTAL OF TWO TEMPORARY AERATORS FOR THE WASTE WATER TREATMENT PLANT IN THE AMOUNT OF \$10,107.00 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.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 21, 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.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 3-07-23
PAGE: 1 of 87

SUBJECT: Request approval of the minutes of the February 7, 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 February 7, 2023 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 7, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on February 7, 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 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. Alderman Ben Carver appeared telephonically.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked that the Public Hearing for 327 Lafayette St be removed in that the owners have cleared the lot and no further City action will be needed. She then asked for any revisions to the Official Agenda.

Alderman Carver asked that Utility items L. 1 (MOA with MDEQ) and 6 (aerators) be added to consent. Aldermen Perkins requested Mayor's item A (755 Cambridge Drive) be added to consent.

There being no additional changes or objections to the proposed 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 Vaughn, to approve the February 7, 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
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 AERATORS 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.

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 – 34:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 13, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 13, 2023 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 17, 2023 recess meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval 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 ($\$172,270 \times .43 = \$74,076.10$)” is enumerated, this consent item is thereby approved.

5. 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

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval 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 which could also provide a potential biking connection that could connect along Highway 389 south into Starkville” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE CITY OF STARKVILLE, MISSISSIPPI

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 Jeffrey Rupp, seconded by Alderman Henry Vaughn, and was adopted by the following vote, to-wit:

WARD 1 ALDERMAN BEN CARVER	yea
WARD 2 ALDERMAN SANDRA SISTRUNK	yea
WARD 3 ALDERMAN JEFFREY RUPP	yea
WARD 4 ALDERMAN MIKE BROOKS	yea
WARD 5 ALDERMAN HAMP BEATTY	yea
WARD 6 VICE MAYOR ROY A. PERKINS	yea
WARD 7 ALDERMAN HENRY S. VAUGHN	yea

The Mayor thereby declared the motion carried and the Resolution adopted, this the 7th day of February, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

6. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

**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 Jeffrey Rupp and seconded by Alderman Henry Vaughn, 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: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Jeffrey Rupp	Voted: <u>Yea</u>
Alderman Mike Brooks	Voted: <u>Yea</u>
Alderman Hamp Beatty	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn	Voted: <u>Yea</u>

This the 7th day of February, 2023.

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk

7. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a 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 in an annual amount of \$4,653.50” is enumerated, this consent item is thereby approved.

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

This Lease Agreement is entered into on this the 8th day of April, 2023, 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, 2023, and shall continue through and expire on April 7, 2024, 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 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, 2023. 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, 2023. 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

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives
duly authorized so to do.

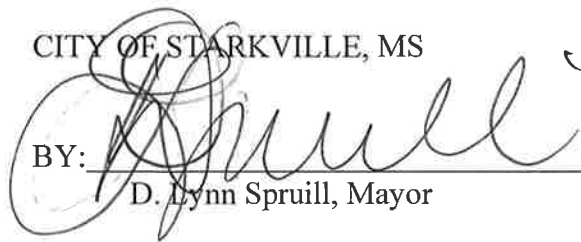
LESSEE



KYLE KNIGHT

LESSOR

CITY OF STARKVILLE, MS

BY: 

D. Lynn Spruill, Mayor

ATTEST:



Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF Webster

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 17th day of February, 2023.



(S E A L)

Lesa Davis Hardin
NOTARY PUBLIC

MY COMMISSION EXPIRES:

10-12-2025

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 8th day of February, 2023.

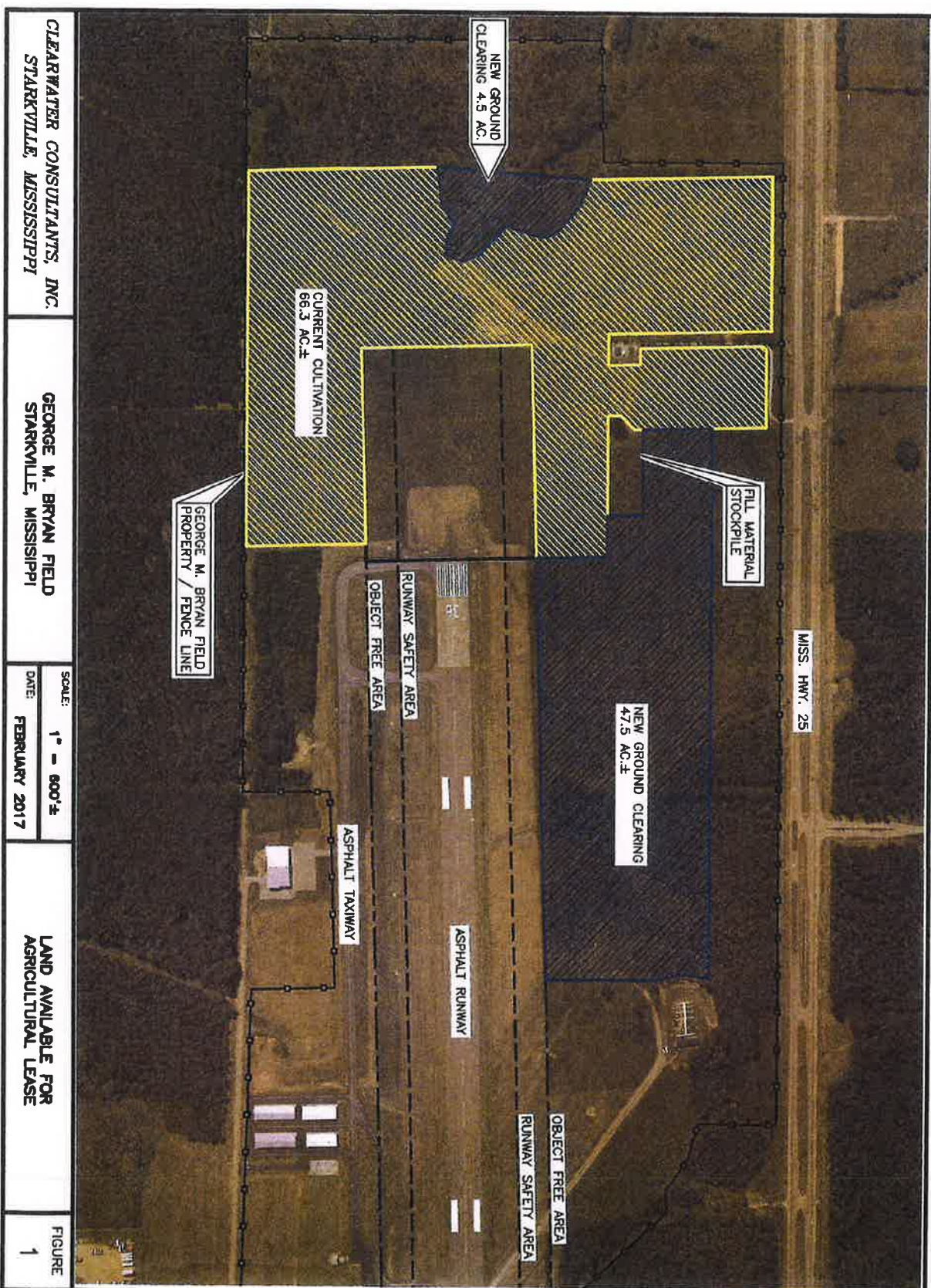

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

Oct 12, 2024





CLEARWATER CONSULTANTS, INC.
STARKVILLE, MISSISSIPPI

GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI

8. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of accepting the lowest quote of \$6,702.50 from G&C Supply Co., Inc. for materials needed to replace signage along Highway 182” is enumerated, this consent item is thereby approved.

Three quotes received: G&C Supply Co., Inc. \$6,702.50, Vulcan, Inc. \$7,252.40 and Custom Products Corporation \$7,613.55

9. CONSIDERATION 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% MATCH, WHICH MAY INCLUDE IN KIND SERVICES, AND AUTHORIZATION TO ADVERTISE FOR RELATED CONSULTANT SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the Safe Streets and Roads for All (SS4A) Action Plan Grant in the amount of \$192,000, with a 20% match which may include in kind services and authorization to advertise for related consultant services” is enumerated, this consent item is thereby approved.

10. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of an Interlocal Agreement with Mississippi State University and Oktibbeha County to complete the Spring Street and MS Hwy 12 Pedestrian Improvements project” is enumerated, this consent item is thereby approved. The agreement follows this page.

11. CONSIDERATION OF AN ADDENDUM TO THE 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of an Addendum to the Municipal Advisor Agreement with Stephens, Inc. dated October 20, 2022 which will allow Stephens, Inc. to assist in the investment of the City’s funds in accordance with the investment policy dated January 17, 2023” is enumerated, this consent item is thereby approved.

**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: _____

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.

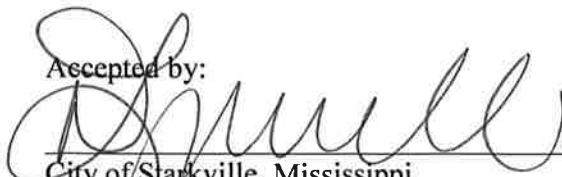
We appreciate the opportunity to work with the City of Starkville.

Sincerely,



Pierce Moore
Vice President

Accepted by:


City of Starkville, Mississippi
D. Lynn Spruill, Mayor

Date: 2-7-2023

Stephens Inc.

Suite 202
140 Township Ave.
Ridgeland, MS 39157

601-605-5661 t
601-605-5670 f
800-643-9691 toll free

www.stephens.com

12. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a 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” is enumerated, this consent item is thereby approved. The agreement follows this page.

13. CONSIDERATION TO HIRE DAVID CARRAWAY AS A MANAGER OF ACCOUNTING & FINANCE IN THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire David Carraway as a Manager of Accounting & Finance in the Utilities Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE CURTIS ANDERSON AS A SANITATION WORKER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Curtis Anderson as a Sanitation Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

15. APPROVAL TO HIRE COURTLIN JONES AS A DEPUTY COURT CLERK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Courtlin Jones as a Deputy Court Clerk” is enumerated, this consent item is thereby approved.

16. APPROVAL OF THE PROMOTION OF EDWIN SUGGS TO THE RANK OF LIEUTENANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Edwin Suggs to the rank of Lieutenant in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Dalton Avent, Caleb Loftis, Tyler Tann and Duncan Williams as Entry Level Firefighters and Geron Gill, as a Certified Firefighter” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE LOVELY FAIRLEY AS AN ENGINEERING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Lovely Fairley as an Engineering Intern in Starkville Utilities” is enumerated, this consent item is thereby approved.

CUSTODY AGREEMENT

This custody agreement (the "Agreement") dated as of February 7th, 2023 (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 City of Starkville, Mississippi ("Company") a political subdivision of the State of Mississippi ("State") organized and existing under the Constitution and laws of the State.

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:

City of Starkville, Mississippi
ATTN: Webb Corban, Finance Director
110 West Main Street
Starkville, MS 39759
Telephone: 662-323-2525 ext. 3118
Email: w.corban@cityofstarkville.org

If to Custodian, at:

U.S. Bank Trust Company, National Association, as Custodian
ATTN: Wallace Duke-Global Corporate Trust Services
Address: P. O. Box 4026
Brandon, MS 39047
Telephone: 601-383-5847
Email: Wallace.duke@usbank.com

and to:

U.S. Bank Trust Company, National Association
ATTN: Melissa McClellion
Trust Finance Management
214 N Tryon Street
Charlotte, NC 28202-1078
Telephone: 704-335-4632
Email: melissa.mcclellion@usbank.com

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.

City of Starkville, Mississippi (Company)

By: _____

Title: Lynn Spruill, Mayor

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Custodian**

By: _____

Title: Wallace L. Duke, Jr. Vice President

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.

SCHEDULE A Continued

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

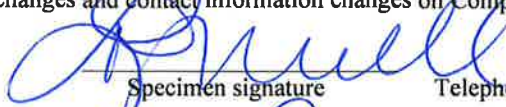
directing U.S. Bank to buy or sell securities as required by the Account's governing documents. In the absence of specific written direction to the contrary regarding any future directed investments for your Account, U.S. Bank will utilize the Money Center for placing and executing directed investments 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:

Lynn Spruill, Mayor
Name


Specimen signature

Telephone No. 662-323-2525 ext 3100

Stephen Webb Corban, Finance Director
Name


Specimen signature

Telephone No. 662-323-2525 ext 3118

Lesia Hardin, City Clerk
Name


Specimen signature

Telephone No. 662-323-2525 ext 3117

(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 an 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

Starkville MS 2023 General

Starkville MS 2023 ARPA

Starkville MS 2023 GO Public Improvement Bonds

19. CONSIDERATION TO HIRE KE'SHAWN ADAMS AND KYLE EAVES AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Ke’Shawn Adams and Kyle Eaves as a Certified Police Officers” is enumerated, this consent item is thereby approved.

20. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a lease with Dell Financial Services for equipment on state contract for the City Hall datacenter at a total price of \$134,590.00 with lease payments at \$31,086 per year for five years” is enumerated, this consent item is thereby approved.
The lease follows this page.

21. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quotes for automated external defibrillators and the needed installation equipment to be placed at both the Starkville Sportsplex and Cornerstone Sports Complex at a cost not to exceed \$14,000.00” is enumerated, this consent item is thereby approved.

Two quotes: **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**

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of construction of the pool building roof by Paul Davis, the lowest quote in the amount of \$22,383.29” is enumerated, this consent item is thereby approved.

Two quotes: Paul Davis - \$22,383.29 and Oglesby Construction - \$25,900.00

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.

23. CONSIDERATION OF 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

Two quotes: Tri-Starr \$5,288.00 and Performance Auto \$6,007.95.

24. 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 PARCEL NUMBER 102H-00-151.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 725 S. Jackson St. Starkville, MS 39759, with parcel number 102H-00-151.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 202 McKinley St. Starkville, MS 39759, with parcel number 102B-00-026.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF 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 PARCEL NUMBER 102B-00-037.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 203 McKinley St. Starkville, MS 39759, with parcel number 102B-00-037.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

27. 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 PARCEL NUMBER 102B-00-319.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 212 W Gillespie St. Starkville, MS 39759 with parcel number 102B-00-319.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

28. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a loan from General City Funds to Sanitation Fund in the amount of \$189,750.00 at 2.5% interest with quarterly payments over 3 years for the purchase of a 2022 Knuckle boom Loader which was ordered February 15, 2022” is enumerated, this consent item is thereby approved. The amortization schedule follows this page.

29. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a Memorandum of Agreement No. 23-00067 between MDEQ and Starkville Utilities for two Charge Point DC Fast-Charging Stations with MDEQ to pay up to 80% of the funds for installation of the stations, with the funds not covered by the TVA contract , MDEQ will pay up to 70% of the installation in an amount not to exceed \$48,060.00, and Starkville Utilities to pay the remaining costs” is enumerated, this consent item is thereby approved. The MOA follows the Sanitation amortization schedule.

30. CONSIDERATION TO PURCHASE PIPE MATERIAL FROM CENTRAL PIPE SUPPLY, INC IN THE AMOUNT OF \$17,851.26 FOR SANTA ANITA DRIVE WATER REPLACEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to purchase pipe material for Santa Anita Drive water replacement in the amount of \$17,851.26” is enumerated, this consent item is thereby approved.

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



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	

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

Adrienne Brantley
for Chris Wells
Executive Director

2/13/2023
Date

CITY OF STARKVILLE LIGHT & WATER DBA STARKVILLE UTILITIES

[Signature]
Authorized Signature

2-7-2023
Date

D. Lynn Spruill
Typed/Printed Name

Mayer - City of Starkville
Title

RECEIVED
FEB 08 2023
CONTRACTS DEPT.

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.

31. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to purchase F350 Regular Cab in the amount of \$50,165.00 and F350 Crew Cab in the amount of \$50,660.00” is enumerated, this consent item is thereby approved.

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

32. CONSIDERATION TO EXECUTE ENGINEERING AGREEMENT FOR PROFESSIONAL SERVICES FOR BABYLON ROAD SEWER PROJECT WITH SPRINGER ENGINEERING, INC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval to execute Engineering Agreement for Professional Services for Babylon Road sewer project with Springer Engineering, Inc.” is enumerated, this consent item is thereby approved. The agreement follows this page.

33. CONSIDERATION TO APPROVE CHANGE ORDER #2 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order 02 to add 159 calendar days for material delays and a price increase of \$6,228.39” is enumerated, this consent item is thereby approved. The change order follows the agreement with Springer Engineering.

34. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM PREMIER WELDING AND REPAIR, LLC FOR FOUR (4) 30HP TEMPORARY FLOATING AERATORS IN THE AMOUNT OF \$36,950.00 EACH.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Premier Welding and Repair, LLC for four 30hp temporary floating aerator in the amount of \$36,950 each” is enumerated, this consent item is thereby approved.

Two quotes:	Premier Welding and Repair, LLC	\$36,950
	S&N Airflow, Inc.	\$66,526

**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;

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

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:

City of Starkville
By: [Signature]
Title: Mayor - D. Lynn Spruill

By: [Signature]
Title: President

Date
Signed: 2-7-2023

Date
Signed: 12/8/2021

Engineer License or Certificate No. PE 15931
State of: Mississippi

Address for giving notices:

Address for giving notices:

City of Starkville
110 W Main St.
Starkville, MS 39759

Springer Engineering, Inc.
206 Old West Point Road
Starkville, Mississippi 39759

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,


Holland Cox, P.E.

SPRINGER ENGINEERING, INC.

HC/rr



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.

ARCHITECT (Firm name)

SIGNATURE

Edward Springer, P.E.

PRINTED NAME AND TITLE

DATE

1/25/23

Michael Box Construction, LLC

CONTRACTOR (Firm name)

SIGNATURE

Michael Box

PRINTED NAME AND TITLE

DATE

1-25-23

City of Starkville, MS

OWNER (Firm name)

SIGNATURE

Lynn Spruill, Mayor

PRINTED NAME AND TITLE

DATE

02-07-2023

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.

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill recognized a Starkville Electric crew that recently responded to assist Holly Springs, MS with power outages due to the recent ice event.

The Mayor then read a Resolution recognizing A. J. Brown and Willie Gay. The Resolution can be found under Mayor's Business.

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn congratulated A. J. Brown and Willie Gay on their upcoming appearances in the Super Bowl. He reflected on seeing both play at Starkville High School.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he would like to see a turn light turning north off Hwy 182 at Dr. D. L. Conner Drive. He also stated he did not understand the timing of the utility billing.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

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

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

35. MOTION TO AMEND SECTION 14- UTILITIES OF THE MUNICIPAL CODE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, for the Board of Aldermen to amend Section 14 – Utilities of the Municipal Code, 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.

The two primary revisions include Section 14.6.09 – Penalties and Section 14.7.03 – Sewer Bill Collection Clause

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

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

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.

Code Enforcement Office Sarah Perez presented the findings and recommendations concerning 111 Roosevelt Taylor Sr. Street. The owner of record is Candice Lasha Hunt, 280 Northern Ave. Apt. 26-A, Avondale Estates, CA 30002. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Thursday, Dec. 7, 2022. This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time. A second inspection was performed by Officer Sarah Perez and reviewed by Building Official Stein McMullen, on December 19, 2022. The property was found to be still in violation with no apparent change.

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

36. 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 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.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to determine that the structure located at 111 Roosevelt Taylor Sr., Street, previously known as 111 Beattie Street, with parcel number 118O-00-251.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11 based on the Board packet materials and presentations by the Code Enforcement Officer, the Board voted as follows:

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

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

37. 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 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. 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	\$ 374,248.74
Airport Fund	015	130,393.62
Restricted Airport	016	151,319.57

Sanitation	022	46,240.38
Modernization Use Tax	120	136,583.00
Industrial Park Bond	303	551.25
Main Street Improv Project	311	64,930.00
2023 Parks Capital Fund	312	15,795.00
Park and Rec Tourism	375	374.93
BUILD Grant / 182 Corridor	377	1,515.67
Park Bond - 2020	380	268,364.91
Payroll Fund	681	58.30
Stark/Hospital Road Expansion	700	17,185.00
Sub Total Before Utilities		\$ 1,207,560.37
Utilities Dept.	SED	1,951,310.10
Total Claims	Total	\$ 3,158,870.47

38. MOTION TO RECESS UNTIL FEBRUARY 21, 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 21, 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 MARCH, 2023.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
FEBRUARY 17, 2023**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, February 17, 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 Mike Brooks 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.

Joe Maxx Higgins, CEO of the Golden Triangle Development Link presented an update on development activity for Oktibbeha County and the City of Starkville.

The Mayor and members of the Board discussed items on the upcoming February 21, 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 MARCH, 2023.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
FEBRUARY 17, 2023
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. UPDATE FROM JOE MAX HIGGINS ON DEVELOPMENT ACTIVITY FOR STARKVILLE AND OKTIBBEHA COUNTY.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE FEBRUARY 21, 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, FEBRUARY 17, 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.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 3-07-23
PAGE: 1 of 28

SUBJECT: Request approval of the minutes of the February 21, 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 February 21, 2023 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 21, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on February 21, 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:

There being no proposed 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 February 21, 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, FEBRUARY 21, 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 FEBRUARY 3, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

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

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION AUTHORIZING AN APPLICATION TO THE MS OUTDOOR STEWARDSHIP TRUST FUND FOR A GRANT FOR THE IMPROVEMENT OF MCKEE PARKS IMPROVEMENTS.

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

X. BOARD BUSINESS

A. CONSIDERATION AND APPROVAL OF THE JOINT PAVING PROJECT OF LEFLORE AND INCA STREETS WITH OKTIBBEHA COUNTY FOR THIS COMING CAPITAL IMPROVEMENT PROJECT YEAR.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 22-11 A REQUEST FOR FINAL PLAT APPROVAL FOR "ADELAIDE PH III" LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES PROPOSAL FROM SPRINGER ENGINEERING, INC. TO PROVIDE SURVEYING SERVICES NEEDED TO PREPARE FOR RIGHT-OF-WAY ACQUISITION FOR BAR-B-Q ROAD AND BOYD ROAD.

2. CONSIDERATION OF APPROVING THE ENGINEERING DEPARTMENT TO ADVERTISE FOR THE 2023 STREET IMPROVEMENT PROJECT.

3. CONSIDERATION OF APPROVING THE PROPOSAL FROM KIMLEY HORN TO PREPARE BID DOCUMENTS AND FOR BIDDING ASSISTANCE FOR THE REBIDDING OF THE HWY 182 BUILD GRANT PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 14, 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 FEBRUARY 2023 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CHIEF CHARLES YARBROUGH TO TRAVEL TO NATCHEZ, MS TO ATTEND THE 86TH MS FIRE FIGHTERS AND FIRE CHIEFS CONFERENCE @ THE NATCHEZ CONVENTION CENTER ON JUNE 1 – 4, 2023 AT AN APPROXIMATE COST OF \$800.00 (HOTEL, MEALS AND REGISTRATION) PLUS TRAVEL.
2. REQUEST AUTHORIZATION FOR TRAINING CHIEF BRIAN ARNETT TO TRAVEL TO PENSACOLA, FL TO ATTEND THE URBAN TO SUBURBAN FIRE CONFERENCE 2023 @ THE HILTON ON PENSACOLA BEACH, FLORIDA ON AUGUST 22 - 24, 2023 AT AN APPROXIMATE COST OF \$950.00 (HOTEL, MEALS AND REGISTRATION) PLUS TRAVEL.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JOSEPH CONNER AND JOINAY WATTS AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE CHASE NAYLOR AS A SEASONAL WORKER IN THE STARKVILLE UTILITIES DEPARTMENT WATER DIVISION.
3. REQUEST AUTHORIZATION TO HIRE RAYMOND SHELTON JR. AS A GROUND TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE ANTONIYO MACON AND CHAUNTREZ JENKINS AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#02152023 FOR TWO STARKVILLE SANITATION WORKERS.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH GARNER COMMUNICATION SERVICES AT RATE OF \$750 PER MONTH.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE FIRST AMENDMENT TO WASTE WATER INTERLOCAL AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Lease of City Land

XV. OPEN SESSION

XVI. ADJOURN UNTIL MARCH 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 – 19:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 3, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 3, 2023 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF A RESOLUTION AUTHORIZING AN APPLICATION TO THE MS OUTDOOR STEWARDSHIP TRUST FUND FOR A GRANT FOR MCKEE PARKS IMPROVEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the Resolution to apply for the Mississippi Outdoor Stewardship Grant for McKee Parks Improvements” is enumerated, this consent item is thereby approved.

**RESOLUTION BY THE CITY OF STARKVILLE AUTHORIZING A GRANT
APPLICATION FOR THE MISSISSIPPI OUTDOOR
STEWARDSHIP TRUST FUND**

This resolution is made for the purpose of seeking funds from the State of Mississippi for the improvements to McKee Park including stream restoration and trail improvements for the reasons and the purposes specified in the following language:

WHEREAS, The Mississippi Outdoor Stewardship Act (House Bill 606, 2022 Regular Session) was passed to establish a funding mechanism to encourage investment in outdoor recreation and conservation; and

WHEREAS, the City of Starkville has evaluated its park improvement plans against the grant criteria and finds that the goals and objectives meet the requirements and intent of the trust fund grant; and

WHEREAS, McKee park has been in existence for forty years and has served the City of Starkville and the surrounding community for outdoor activities and recreation trails and the enjoyment of nature contributing to the health and welfare of the citizens of Starkville and the surrounding community; and

WHEREAS, the expansion and improvement of the trail system and the restoration and conservation of the stream will meet the desires of the grant and greatly improve the lives and enjoyment and needs of the citizens of Starkville and Oktibbeha County for the natural resources within a rural and urban environment; and

WHEREAS, the City of Starkville has portions of the McKee Park improvements that are squarely within those guidelines, that are in the planning stages and are supported by the local community and the elected officials as part of a master planning study.

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

SECTION 1. The project that meets the State of Mississippi's requirements for funds are as follows:

McKee Park Stream Restoration and Trail Improvements

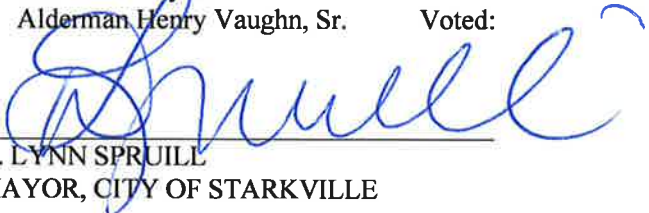
SECTION 2. The Mayor and the Board of Aldermen of the City of Starkville authorize the grant application to the Mississippi Outdoor Stewardship Grant Program.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED THIS 21st DAY OF FEBRUARY, 2023.

UPON THE MOTION OF ALDERMAN Rupp, SECONDED BY ALDERMAN Brooks, TO APPROVE THE ABOVE RESOLUTION, THE BOARD VOTED:

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, Sr.	Voted:


D. LYNN SPRUILL
MAYOR, CITY OF STARKVILLE

ATTEST:


Lesa Hardin, City Clerk



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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings for amending the Unified Development Code to include addressing damage to roadways and other public infrastructure that is directly caused by construction related activities” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE JOINT PAVING PROJECT OF LEFLORE AND INCA STREETS WITH OKTIBBEHA COUNTY FOR THIS COMING CAPITAL IMPROVEMENT PROJECT YEAR.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the joint paving project with Oktibbeha County for the overlay of Leflore and Inca Streets during the 2023 construction season” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF FP 22-11: A REQUEST FOR FINAL PLAT APPROVAL FOR “ADELAIDE PH III” LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of FP 22-11 a request for Final Plat approval for “Adelaide Ph III” located on the west side of Adelaide Phase I and II on Ryan Avenue and Bancroft Avenue within a TN-N zoning district” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES PROPOSAL FROM SPRINGER ENGINEERING, INC. TO PROVIDE SURVEYING SERVICES NEEDED TO PREPARE FOR RIGHT-OF-WAY ACQUISITION FOR BAR-B-Q ROAD AND BOYD ROAD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the professional services proposal from Springer Engineering, Inc. to provide surveying services needed to prepare for right-of-way acquisition for Bar-B-Q Road and Boyd Road” is enumerated, this consent item is thereby approved. The proposal follows this page.

8. CONSIDERATION OF APPROVING THE ENGINEERING DEPARTMENT TO ADVERTISE FOR THE 2023 STREET IMPROVEMENT PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval for the Engineering Department to advertise for the 2023 Street Improvement Project” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVING THE PROPOSAL FROM KIMLEY HORN TO PREPARE BID DOCUMENTS AND FOR BIDDING ASSISTANCE FOR THE REBIDDING OF THE HWY 182 BUILD GRANT PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the proposal from Kimley Horn to prepare bid documents and for bidding assistance for the rebidding of the Hwy 182 Build Grant Project” is enumerated, this consent item is thereby approved. The proposal follows the Springer proposal.



206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
FAX 662-323-2297
SPRINGERMS@BELLSOUTH.NET

February 13, 2023

City of Starkville
Attn: Cody A. Burnett, P.E.
c.burnett@cityofstarkville.org

**RE: PROPOSAL FOR SURVEY SERVICES FOR
BAR-B-QUE AND BOYD ROAD
STARKVILLE, MISSISSIPPI**

Dear Mr. Burnett:

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 items for the lump sum of \$4,800.00.

- A. Initial boundary survey for Bar-B-Q and Boyd Road.
- B. Prepare right-of-way descriptions for Bar-B-Q and Boyd Road.
- C. Stake new right-of-way locations.

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 dark ink, appearing to read 'Holland Cox', is written over the closing.

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

ACCEPTED BY:

A handwritten signature in dark ink, appearing to read 'Cody A. Burnett', is written over the 'ACCEPTED BY:' label.

Cody A. Burnett, P.E.

Date 2.21.2023

January 24, 2023

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

**RE: Professional Services Agreement – Bidding Services for HWY 182 BUILD Project
Starkville, Mississippi**

Dear Mayor Spruill:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Starkville, Mississippi (“Client”) for providing Bidding services for the HWY 182 BUILD (“Project”) within the City of Starkville, Mississippi.

SCOPE OF SERVICES

The Kimley-Horn team will provide the following services:

TASK 1 – PLANS & SPECIFICATION REVISIONS

Kimley-Horn will update the design plans to incorporate the previously developed Addenda items. All revisions will be performed according to the MDOT guidelines as outlined in the MDOT LPA Project Delivery Manual. These services include the following:

- Plan revisions based on contractor feedback received during the first bidding period.
- Updates to Electrical design plans and specifications (Provided by Atwell & Gent)
- Clarifications to specify trenching vs. boring
- Clarifications on trenching requirements and backfilling
- Updates to roadway design plans to provide clarity for temporary traffic control and MOT items.
- Adjustments to the utility specifications to reflect new City of Starkville standards
- Updates to the bidding documents to specify a new bidding dates and requirements
- Updates to the design specifications to coincide the plan revisions and to clarify requirements for specialty items.
- Update to the project quantities including updates within the MDOT SQS generator and implementation of fuel adjustment codes.
- Revisions to the construction cost estimate
- Printing of plans and specification as required by MDOT

TASK 2 – ATTENDANCE AT MEETINGS

Kimley-Horn will attend meetings as requested by the Client and up to the maximum hourly budget. The meetings are in addition to those outlined in the tasks above. These meetings can include:

- Attendance at a pre-bid meeting, if needed and issuance of an addenda with the associated meeting minutes and questions and answers
- Kimley Horn will attend the bid-opening and prepare the required MDOT bid concurrence documentation.

TASK 3 – ADDENDA

Kimley-Horn will be available to address questions and answers associated with the bidding plans and specifications and will prepare and issue addenda as needed.

TASK 4 – PAST SERVICES

~~Kimley Horn previously has extended beyond the initial scope of services contracted for the HWY 182 BUILD grant project. Working in good faith and under the direction of the City, Kimley-Horn performed additional design services to revise the drainage design and attended additional meetings and subsequent effort due to the time extension granted on the project. Specifically, it involves the following services:~~

- ~~• Development and acceptance of a design variance through MDOT to reduce the stormwater drainage parameters~~
- ~~• Redesign of the storm drainage system in response to the variance — new design resulted in a higher level of constructability and lower cost to implement.~~
- ~~• Subsequent redesign within roadway, electrical, and utility relocation plans to accommodate the updated storm drainage design.~~
- ~~• Additional coordination and design to accommodate for errors in the relocation of AT&T fiber optic cable. The utility did not install as instructed and additional effort was required to address the new conflicts with the future project.~~
- ~~• Additional meetings and coordination — due to the delays created by MDOT to rectify the design constraints for stormwater and the resulting design variance approval, the project timeline was extended. This required attendance at bi-weekly FHWA and MDOT meetings over an additional year.~~

~~All effort billed under this task will include a detailed record of the services previously rendered as well as summary timesheet data as backup.~~

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our then current hourly rates.

SERVICES NOT INCLUDED

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- Re-design services other than those outlined above
- Construction Engineering & Inspection Services
- Subsequent bidding services
- Public Meetings

SCHEDULE

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

FEES AND BILLING

Kimley-Horn will perform the Services in Tasks 1 - 4 on a labor fee plus expense basis with the maximum labor fee shown below. Labor fee will be billed on an hourly basis according to our then-current rates.

Kimley-Horn will perform the services in Tasks 4 - 5 for the total lump sum fee below. Individual task amounts are informational only. Any permitting, application, and similar project fees will be paid directly by the Client.

Base Scope of Services	Fee	Fee Type
Task 1: Plans and Specification Revisions	\$ 15,000.00	Hourly Max
Task 2: Meetings and Coordination	\$ 10,000.00	Hourly Max
Task 3: Addenda	\$ 10,000.00	Hourly Max
Task 4: Past Services	\$ 60,000.00	Lump Sum
Task 5: Sub Consultant: Atwell & Gent	\$ 40,000.00	Lump Sum
Services Total	\$ 135,000.00	\$35,000.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly fees will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as exhibit reproduction costs, delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard

Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Starkville, Mississippi**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to l.hardin@cityofstarkville.org

____ Please copy c.williams@cityofstarkville.org

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Again, we appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Clark Bailey, PE
Project Manager

City of Starkville

SIGNED: 

PRINTED NAME: D. Lynn Spruill

TITLE: Mayor

Client's Federal Tax ID: 64-6001082

Client's Business License No.: n/a

Client's Street Address: 110 West Main
Starkville, MS 39759

Attachments: Hourly Rate Schedule
Standard Provisions

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$125 - \$165
Analyst II	\$165 - \$210
Professional	\$210 - \$240
Senior Professional I	\$250 - \$310
Senior Professional II	\$330 - \$390
Senior Technical Support	\$110 - \$275
Technical Support	\$100 - \$160
Support Staff	\$85 - \$140

Effective through June 30, 2023

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 45 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 45 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 45 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any

discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no responsibility whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(10) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(11) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation as a condition precedent to litigation.

(12) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(13) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits

to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

10. CONSIDERATION OF ACCEPTANCE OF FEBRUARY 2023 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the February 2023 Financial Statements” is enumerated, this consent item is thereby approved.

11. CONSIDERATION FOR CHIEF CHARLES YARBROUGH TO TRAVEL TO NATCHEZ, MS TO ATTEND THE 86TH MS FIRE FIGHTERS AND FIRE CHIEFS CONFERENCE @ THE NATCHEZ CONVENTION CENTER ON JUNE 1 – 4, 2023 AT AN APPROXIMATE COST OF \$800.00 (HOTEL, MEALS AND REGISTRATION) PLUS TRAVEL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Chief Charles Yarbrough to travel to Natchez, MS to attend the 86th MS Fire Fighters and Fire Chiefs Conference @ the Natchez Convention Center on June 1 – 4, 2023 at an approximate cost of \$800.00 plus travel” is enumerated, this consent item is thereby approved.

12. CONSIDERATION FOR TRAINING CHIEF BRIAN ARNETT TO TRAVEL TO PENSACOLA, FL TO ATTEND THE URBAN TO SUBURBAN FIRE CONFERENCE 2023 @ THE HILTON ON PENSACOLA BEACH, FLORIDA ON AUGUST 22 - 24, 2023 AT AN APPROXIMATE COST OF \$950.00 (HOTEL, MEALS AND REGISTRATION) PLUS TRAVEL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Training Chief Brian Arnett to travel to Pensacola, FL to attend the Urban to Suburban Fire Conference 2023 @ the Hilton on Pensacola Beach, Florida on August 22 - 24, 2023 at an approximate cost of \$950.00 plus travel” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE JOSEPH CONNER AND JOINAY WATTS AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Joseph Conner and Joinay Watts as a Certified Police Officers” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE CHASE NAYLOR AS A SEASONAL WORKER IN THE STARKVILLE UTILITIES DEPARTMENT WATER DIVISION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Chase Naylor as a Seasonal Worker in the Starkville Utilities Department water division” is enumerated, this consent item is thereby approved.

15. APPROVAL TO HIRE RAYMOND SHELTON JR. AS A GROUND TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Raymond Shelton Jr. as a Ground Technician in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

16. APPROVAL TO HIRE ANTONIYO MACON AND CHAUNTREZ JENKINS AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Antoniyo Macon and Chauntrez Jenkins as Sanitation Workers” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#02152023 FOR TWO STARKVILLE SANITATION WORKERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the discipline recommended by Sanitation Director Chris Smiley as a result of I.A.#02152023, attendance issues, for two Starkville Sanitation Workers” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF A PROFESSIONAL SERVICE AGREEMENT WITH GARNER COMMUNICATION SERVICES AT RATE OF \$750 PER MONTH.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a professional service agreement with Garner Communication Services at rate of \$750 per month” is enumerated, this consent item is thereby approved. The agreement follows this page.

19. CONSIDERATION TO APPROVE A FIRST AMENDMENT TO WASTE WATER INTERLOCAL AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of First Amendment to Waste Water Interlocal Agreement between the City of Starkville and Mississippi State University” is enumerated, this consent item is thereby approved. The amendment follows the Garner agreement.

CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of Oct 1st, 2022 , by and between City of Starkville City Hall and Stacy Garner of Garner Communication Services, of 133 Elm Cove, Columbus, MS, 39701.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant".

Consultant has a background in Network, Communication and Fiber Optics and is willing to provide services to Client based on this background. Client remains responsible for all of their decisions.

Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on Oct 1st, 2022 , Consultant will provide the following services (collectively, the "Services"): Assist Client as they seek to accomplish any of the following:

LAN\WAN Network Support, Communication, Consulting & Design for Structural Cabling & Outside Plant (OSP) Systems including CAT5/6, FiberOptics, Wireless, Network, Camera and Telephony. System design includes hardware & procedure recommendations, "As-Built" and Change Management documentation for Fiber Optic Network (FON). Services are billed at rate schedule.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. RETAINER/PAYMENT. Client will pay a retainer to Consultant for the Services in the amount of \$750.00/month. This fee shall be invoiced per year and payable in 12 installments due at beginning of each service month. This retainer is non-refundable. Consultant shall bill first to the retainer. Upon depletion of retainer per month, Client shall pay additional fees, if any, upon presentment of a billing statement by Consultant. Rates are determined by the attached "Rate Schedule."

4. EXPENSE REIMBURSEMENT. Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses: travel expenses.

5. SUPPORT SERVICES. Client will provide the following support services for the benefit of Consultant: Provide all documents and information necessary to support LAN\WAN & FON.

6. TERM/TERMINATION. This Agreement shall renew automatically 1 year from the effective date of this agreement. Written 30-day notice required prior to term renewal to cancel.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

8. EMPLOYEES. Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

9. CONFIDENTIALITY. Client recognizes that Consultant has and will have the following information:

- business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

10. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Client: City of Starkville 110 W. Main Street, Starkville, MS 39759

IF for Consultant:

Garner Communication Services, LLC; Attn: Stacy Garner, 133 Elm Cove, Columbus, MS 39701
Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to

subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Mississippi.

Party receiving services:

By:  _____
D. Lynn Spruill, Mayor 2-21-2023

Party providing services: Garner Communication Services

By: _____

Stacy Garner – Consultant

Date:

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF STARKVILLE, MISSISSIPPI AND MISSISSIPPI STATE UNIVERSITY
RELATIVE TO THE OPERATION AND MAINTENANCE OF A JOINT SYSTEM OF
WASTEWATER COLLECTION AND TREATMENT**

This First Amendment is entered into between the City of Starkville, Mississippi (the "City" or "Starkville") and Mississippi State University (the "University" or "MSU") to amend and clarify new points of metering used in the flow calculation for a joint system of wastewater collection and treatment (the "System") and clarifies the billing period for invoices related thereto. For and in consideration of the mutual promises and obligations outlined below, the parties state and agree as follows:

Whereas, on February 8, 1993, the parties entered into an Interlocal Agreement relative to the operation and maintenance of a joint system of wastewater collection and treatment (the "Interlocal Agreement"), a copy of which is attached as Exhibit "A," as if fully referenced and incorporated herein;

Whereas, the purpose of the Interlocal Agreement was to set forth the duties and obligations of the parties with respect to the joint system of wastewater collection and treatment and to outline the formula for costs and fees associated with the same.

Whereas, the need has arisen to adjust the duties, obligations, costs, and fees associated with the System as follows:

1. The University shall operate and maintain the portion of the System from Point A-1 to Point B shown on Exhibit B, which is attached hereto and incorporated herein. The City shall reimburse the University for the City's share of the University's cost of operating and maintaining this portion of the system, along with cost of capital improvements. Division of costs shall be based upon the percentage of monthly flow contributed by the City and determined as follows:
 - a. Invoices to the City for its share of costs and flow shall be compiled for the period January to December of each calendar year.
 - b. The total flow from the City into MSU's portion of the System will be measured from the sum of actual meter flows at the points noted in the formula below:

*(A-1: Sand Creek) + (A-2: College View) + (A-3: Fraternity Row) +
(A-4: USDA) – MSU 1*

- c. The flow from Catalpa Creek Pumping Station shall be measured continuously at the master meter located at the discharge line from the Catalpa Creek Pumping Station—**MSU2**
 - d. The City's percentage of flow will be calculated as $MSU\ 1/MSU\ 2$. This percentage will be applied to the annual O&M and capital costs incurred by MSU (supported by invoices required in Paragraph 2(a)).
- 2. The City shall operate and maintain the portion of the System from Point B downstream as shown on Exhibit B. The University shall reimburse the City for the University's share of the City's cost of operating and maintaining this portion of the system, along with the costs of capital improvements. Division of these costs shall be calculated as follows:
 - a. Invoices to the University for its share of costs and flow shall be compiled for the period of January to December of each calendar year.
 - b. Monthly operation and maintenance costs and capital costs for all components from Point B downstream shall be divided according to meter flow measured at the influent point.
 - c. The University's percentage of flow will be calculated as $(MSU2 - MSU1)/Flow\ at\ Influent$. This percentage will be applied to the annual O&M and capital costs incurred by the City (supported by invoices required in Paragraph 3(a)).
- 3. **Applicability.** Other than the items specifically addressed above, all terms in the Interlocal Agreement shall remain the same and have full force and effect. To the extent any conflict exists between this First Amendment and the Interlocal Agreement, this First Amendment shall control.
- 4. **Amendments.** The Interlocal Agreement may only be amended further as mutually agreed upon by the Parties in writing.
- 5. **Property.** Throughout the operation of this First Amendment, and the Interlocal Agreement, all property attendant to the System shall remain the property of the original owner.
- 6. **Severability.** Should any provision of this First Amendment, and/or the Interlocal 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 the terms shall remain in full force and effect.

7. **Duration.** This First Amendment shall become effective upon the date it is approved by the Attorney General's Office and filed with the Secretary of State. This First Amendment shall remain in effect throughout the operation of the System unless terminated by mutual written consent of the parties or upon written notice by one party to the other party at least one year out from the proposed date of termination.
8. **Authority.** Authority for this First Amendment, and the Interlocal Agreement, is provided by Miss. Code Ann. §§17-13-7, 37-101-15, 21-17-1(8) & (10), 21-17-5, 21-27-23.

This the ____ day of _____, 2023.

D. Lynn Spruill

Mayor, City of Starkville

Dr. Mark Keenum

President, Mississippi State University

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted both youth and adult softball and baseball registrations are currently ongoing.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver congratulated the Starkville Christian junior varsity basketball team playing the upcoming State tournament.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the police and other response persons be attentive to persons with medical needs, who may have stopped taking their medications. He also expressed interest in the future of the Needmore Center. Samuel Paige, Ward 7, expressed concern with potential flooding in his neighborhood. He was asked to call and set a meeting time with the Mayor and City Engineer.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

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

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

20. MOTION TO AMEND THE UNIFIED DEVELOPMENT CODE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, for the Board of Aldermen to amend Section 14 – Utilities of the Municipal Code, 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.

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

21. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 14, 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	\$ 322,900.47
Airport Fund	015	3,742.34
Sanitation	022	62,072.36
Modernization Use Tax	120	113,140.49
Main Street Improv Project	311	108.54
2023 Parks Capital Fund	312	79,364.91
Park and Rec Tourism	375	508,790.84
Park Bond - 2020	380	4,630.00
Payroll Fund	681	8,325.72
Sub Total Before Utilities		\$1,103,075.67
Utilities Dept.	SED	527,289.48
Total Claims	Total	\$1,630,365.15

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

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

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

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

23. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Brooks offered a motion to enter Executive Session for the purpose of discussing the possible leasing of city owned land. Following a second by Alderman Rupp, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the possible leasing of city owned land. At this time, the Board entered Executive Session.

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

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

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

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

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until March 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: Absent
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 MARCH, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK



THE CITY OF STARKVILLE

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

REQUEST FOR PUBLIC APPEARANCE

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

I, R. Frank Nichols (Please Print
Name)

request a Public Appearance at the next available Board Meeting.

Topic of appearance: Black History Month Awareness.

Contact Information:

Name: R. Frank Nichols *R2*

Group: Representing: StarkVegas Juneteenth Committee for Unity.

Address: 26 E Briar Lake Drive
Starkville, MS 39759

Phone: 662-418-9259

Email: fnichols69@yahoo.com

February 24, 2023

R. Frank Nichols
26 E. Briar Lake Drive
Starkville, MS 39759
662-418-9259
fnichols69@yahoo.com

Honorable Mayor Lynn Spruill
and Board of Aldermen
City of Starkville
City Hall 110 West Main Street
Starkville, MS 39759

Dear Mayor and Council,

The month of February is designated annually as Black History Month. This observance and now the addition of Juneteenth were established as ways of remembering important people and events in the history of African Americans. As a proud retired and former employee of the City of Starkville, I'm somewhat disappointed that nothing to date has been published by the city in recognition of Black History Month 2023 and the many great achievements of our local African Americans. Many of which have been employed with the city.

Historically, it's well documented that many of the achievements and contributions of African Americans have been purposely omitted from the history of our great nation. I believe that we all share a responsibility to see that the many unspoken and undocumented achievements and contributions of African Americans locally and internationally are commemorated in such a manner that brings appreciation and inclusion. I'm willing to work with you and others in the community to examine ways to educate members of our community of the heritage and culture of African Americans.

As elected officials, it's incumbent upon each of you to ensure that all races and ethnic groups that make up Starkville/Oktibbeha County are afforded equal opportunity to be publicly recognized and appreciated with the same energy, dignity and respect that is shown to those who may not share our values and/or look as we do.

"If you see something that is not right, not fair, not just, you have a moral obligation to do something about it."

-Senator John Lewis

The City of Starkville established a social media presence and platform during the 2014-2019 Nichols' administration with the Starkville Police Department. Social media outlets: Neighborhood Next Door, Twitter and Facebook were introduced to the citizens of Starkville/Oktibbeha County as communication tools to help reach and keep our service population informed, that has developed into many other city and county departments having the same abilities and social media presence. Events from the spectacular 2014-2016 MSU/Dak Prescott football seasons, Christmas Parade, Cross March, Sturgis Motorcycle rally, PRIDE Parade, Bulldog Bash, Super Bulldog Weekend, MLK Parade and Black History Month, just to name a few were featured and supported via SPD twitter and Facebook, for no other reason than; it's the right thing to do in support of this diverse community.

I've enjoyed working alongside many of you who make up this esteemed council and I trust that we can work together as a unified community to develop a plan moving forward to publicly acknowledge and recognize the heritage and culture of our local African American citizens that makes up 35% of Starkville's population. Additionally, the city has a workforce that is made up of majority African Americans. I'm asking you as city officials to use the resources available to you to help acknowledge and celebrate these most important federally recognized holidays/observances.

As I close, I'm enclosing a short list of former City of Starkville employees and local trailblazers who will be mentioned in my short presentation to you at the March 7th BOA meeting. Thank you for your service and commitment to our community.

Respectfully submitted,



R. Frank Nichols,
Chief of Police, retired.

Cc. City of Starkville Department Heads

"If you see something that is not right, not fair, not just, you have a moral obligation to do something about it."

-Senator John Lewis

- **Mr. Harold Williams** became the 1st African American to be elected to the Board of Aldermen. A position now held by **Alderman Roy Perkins, Esq.** who currently serves in the capacity of Vice Mayor in addition to having the longest tenure of any alderman former and currently.
- **Mrs. Janet Self** became the 1st African American female Alderwoman with the City of Starkville.
- **Mr. Henry Vaughn** who serves as an alderman for Ward 7 was a member of the 1st integrated football team at Starkville High School in 1970.
- **Rev. Willie Harvey Johnson** became the 1st African American Fire Chief for the City of Starkville. A position currently being held by **Mr. Charles Yarbrough** an African American.
- **Rev. Donald Anderson** become the 1st African American to be appointed to the position of superintendent with the sanitation department. A role later held by **Mrs. Sharon Boyd** who became the 1st African American female to be appointed to that position.
- **Mr. John Young** started his career with the Starkville Police Department and went on to hold the position of Personnel Director. That position has developed into the role of COO which is currently being held by **Mr. Nav Ashford**.
- **Mr. John Outlaw** became the 1st African American to be appointed assistant Chief of Police and later Interim Police Chief.
- **Mr. David Charles Wynn, Sr.**, who started work at the Starkville Police Department and later went on to become a Colonel in the MSARNG, Retired Major with the Mississippi Highway Patrol, 1st African American Chief of Police for Hattiesburg Police Department and was a Security Director at TSA Homeland Security.
- **Mr. Kenneth Rogers** began his law enforcement career with the Starkville Police Department. He currently serves as the Interim Chief of Police for Mississippi State University.

"If you see something that is not right, not fair, not just, you have a moral obligation to do something about it."

-Senator John Lewis

- **Mr. William Fields** was the 1st African American to be sworn in as a Starkville Police officer. He was closely followed by **Mr. Elmer Copper** in 1965.
- **Mrs. Monica Banks** was the 1st African American to be elected to a countywide office in Oktibbeha County.
- **Mrs. Rita Akins** became the 1st African American female officer with the Starkville Police Department.
- **Mrs. Virginia Rich** became the 1st African American Firefighter with the Starkville Fire Dept. and later Chief of Police of the City of Brooksville.
- **Dr. Douglass Conner** Physician; Leader of Starkville's civil rights movement.
- **Dr. Richard Holmes** became the 1st African American to enroll at MSU and later a practicing physician.
- **Mr. Willie Gay Jr., and Mr. A.J. Brown** both graduates of Starkville High School started on opposing NFL football teams for Super Bowl LVII.
- **Mr. George Curry**, the 1st African American to be elected to the Oktibbeha County Board of Supervisors. Currently 3 African Americans hold positions with the BOS: **Mr. Joe Williams, Mr. Orlando Trainer, and Mr. Marvel Howard.**
- **Mr. Bernard Crump** became the 1st African American to be elected Justice Court Judge.
- **Rev. Dr. Larnzy Carpenter Jr.** started his career with the Starkville Police Department, he currently serves as Justice Court Judge.

"If you see something that is not right, not fair, not just, you have a moral obligation to do something about it."

-Senator John Lewis



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

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

SUBJECT:

Public hearing and consideration of VA 23-01 a request for a variance from setback requirements of an accessory structure at 109 Oak Ridge in an SD-2 zoning district.

SUMMARY:

Applicant, Dan Punday, is requesting a variance for the placement of an accessory structure in a location other than the backyard at 109 Oak Ridge. The applicant is requesting relief from Section 13.9.1.B.C of the Unified Development Code which requires that an Accessory structure not occupy any part of a required front yard or side yard. The proposed accessory structure is located at the end of the existing driveway within the side yard. The applicant has already started the construction of the structure without a permit. After the applicant hired a contractor, the contractor started the permit process. At that time, the planning department became aware of the issue. Once we reviewed the location of the structure, it was determined that a variance would be required prior to issuing a building permit.

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

1. 14 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 3, 2023
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has one phone call requesting information about the request.

At the February 22, 2023 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request with the 2 following recommended conditions:

1. No windows shall be placed on the north side of the structure.
2. Insulation for soundproofing shall be added to the northern wall of the structure.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 23-01 a request for a variance from placement of an accessory structure at 109 Oak Ridge.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 23-01 a request for a variance from setback requirements of an accessory structure at 109 Oak Ridge in an SD-2 zoning district.
Date: February 22, 2023

The purpose of this report is to provide information regarding the Variance request by Dan Punday for the placement of an accessory structure in a location other than the backyard located at 109 Oak Ridge in an SD-2 zoning district with property #102P-00-171.00. Please see attachments 1-4.

BACKGROUND INFORMATION

The applicant is requesting relief from Section 13.9.1.B.C of the Unified Development Code which requires that an Accessory structure not occupy any part of a required front yard or side yard. The proposed accessory structure is located at the end of the existing driveway within the side yard. The applicant has already started the construction of the structure without a permit. After the applicant hired a contractor, the contractor started the permit process. At that time, the planning department became aware of the issue. Once we reviewed the location of the structure, it was determined that a variance would be required prior to issuing a building permit. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the March 7, 2023 meeting.

VARIANCE REQUEST FROM

13.9.1 Accessory Use or Structures (Excluding Dwellings)

- A Definition:** An accessory use or structure that is incidental and subordinate to the principal use of the principal building. Structures with a kitchen area, full bathroom, electricity, and is heated or cooled shall be considered accessory dwellings.
- B Accessory use or structure for residential uses**
- 1 Garage, carport, workshop, and pool houses
 - a No garage, carport, workshop, or pool house shall be erected within ten (10) feet of any other building unless attached to the principal structure, or within five (5) feet of a property line unless stated otherwise in a district's base dimensional standards.
 - b No garage, carport, workshop, and pool house shall occupy more than thirty (30) percent of the required rear yard.
 - c An accessory structure shall not occupy any part of a required front yard or side yard except garages and carports if allowed in that district.
 - d A garage, carport, workshop, and pool houses cannot be used as an office or habitable space without meeting the requirements of the current adopted technical codes.
 - 2 Shed or storage building
 - a A maximum of one (1) shed or storage building shall be permitted on a property zoned for residential use.
 - b No shed or storage building shall be erected within ten (10) feet of any other building, or within five (5) feet of a property line unless stated otherwise in a district's base dimensional standards.

- c A shed or storage building shall not occupy any part of a required front yard or side yard except those that are constructed as a part of a garage or carport if allowed in that district.
- d A shed or storage building cannot be used as an office or habitable space without meeting the requirements of the current adopted technical codes.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

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

NOTIFICATION:

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

- 1. 14 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
- 2. A legal ad was published in the Starkville Daily News on February 3, 2023.
- 3. A sign was posted on the property in a conspicuous location.

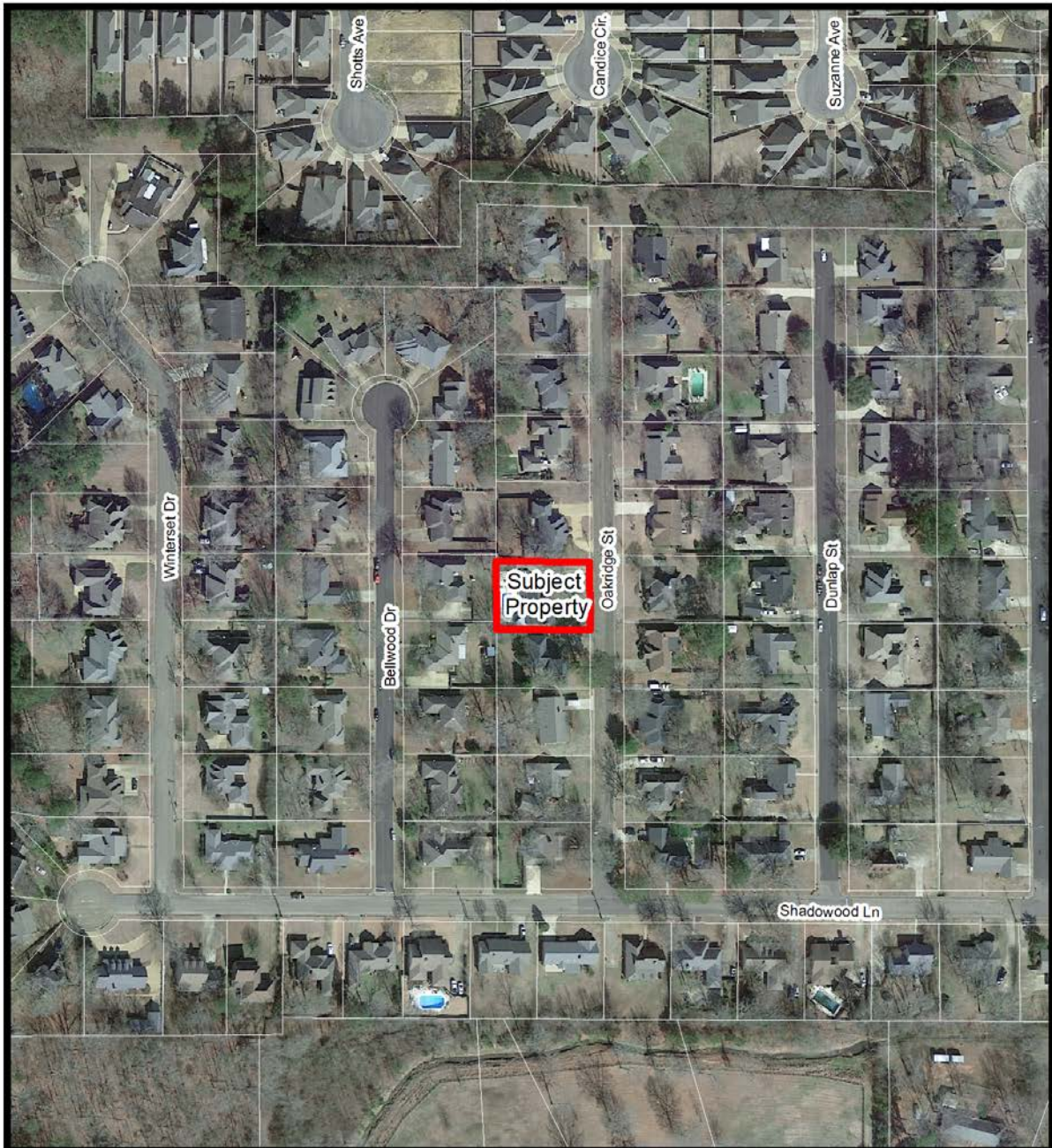
RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received one phone requesting information about the request.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1
VA 23-01 Aerial



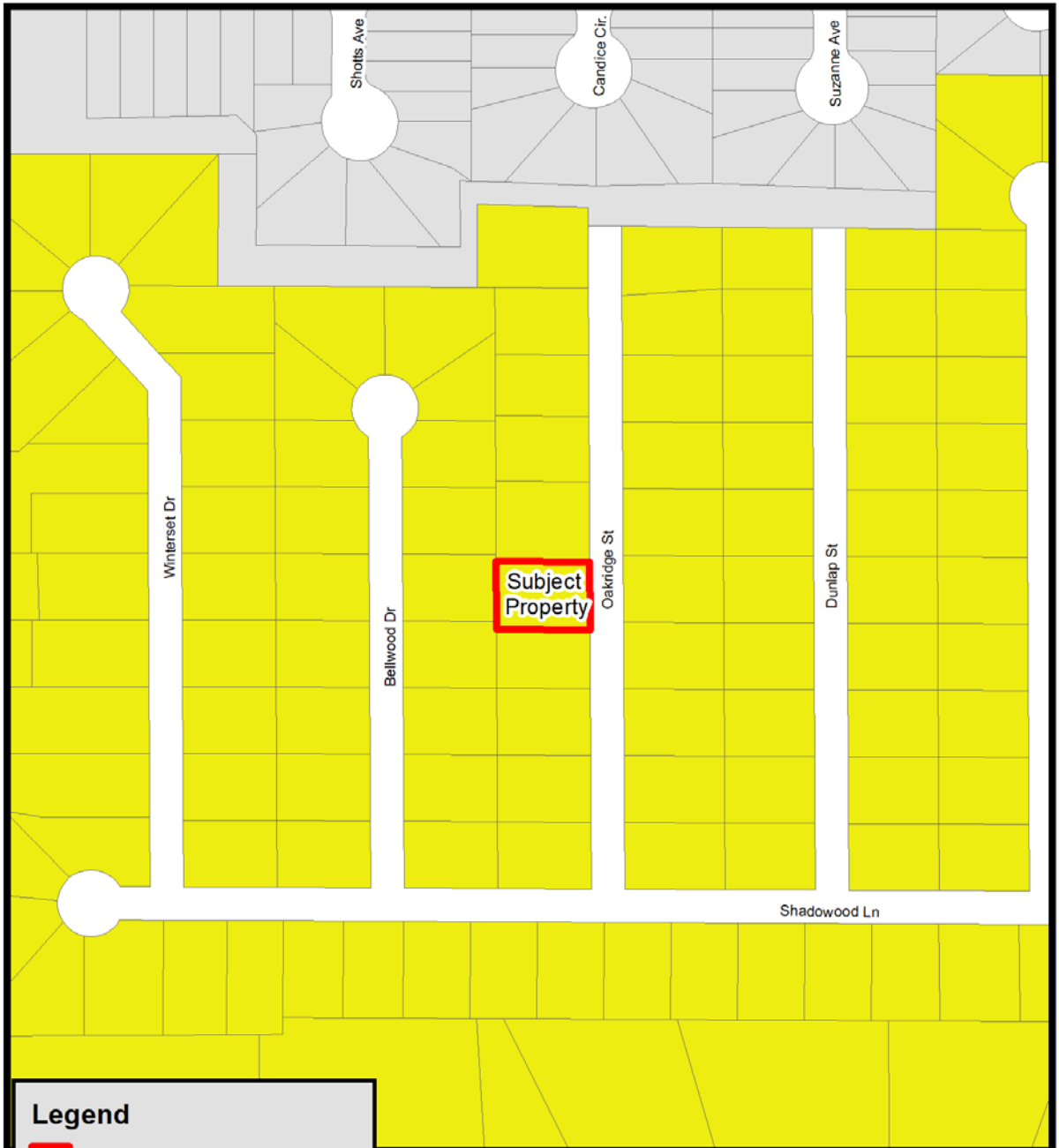
Legend

-  Subject Property
-  Parcels



0 100 200 400 600 Feet

Attachment 2
VA 23-01 Zoning



Legend

-  Subject Property
-  Parcels

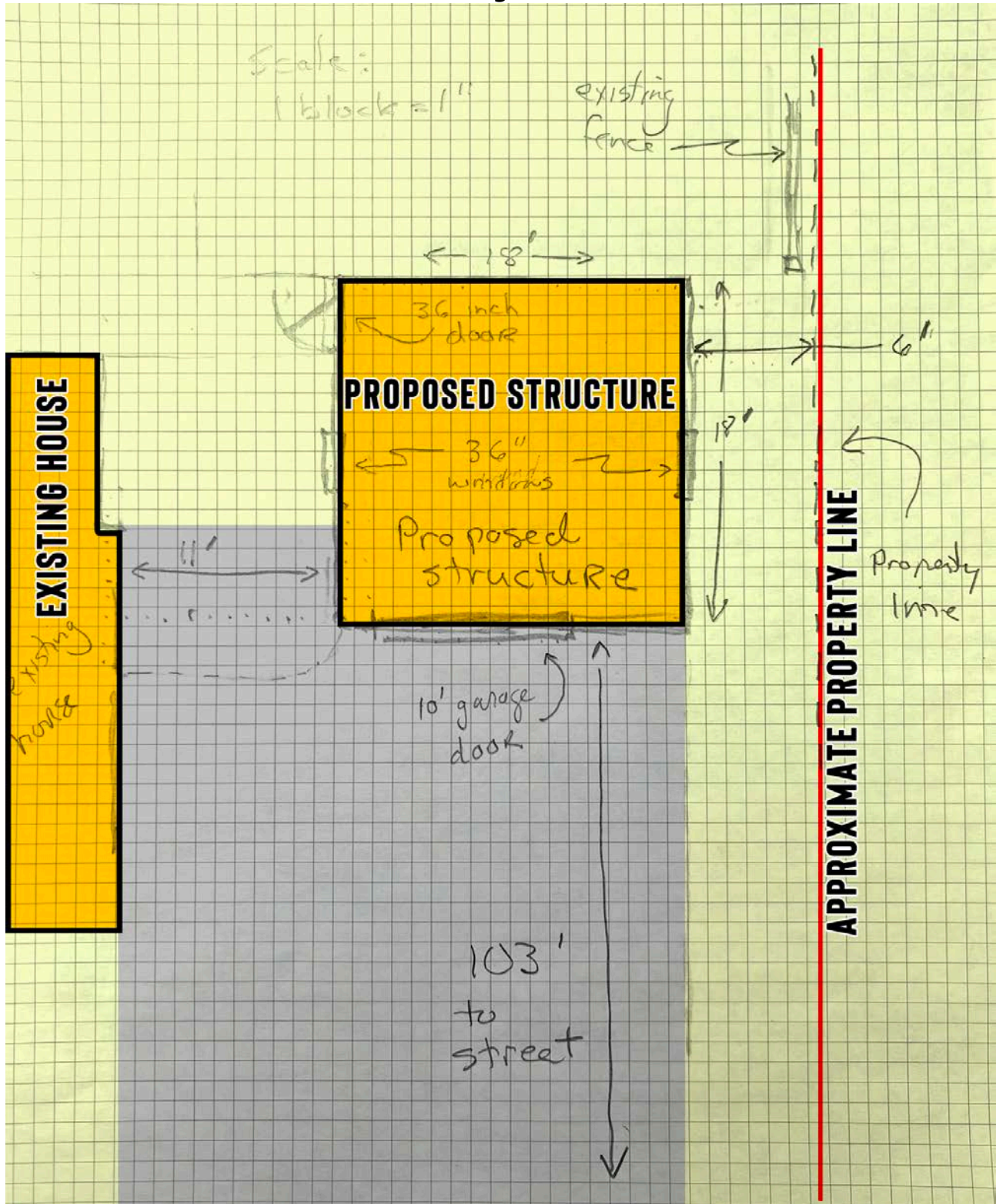
Zoning

-  PUD Planned Unit Development
-  SD-2 Suburban Detached

0 100 200 400 600 Feet



Attachment 3- Site Sketch



Attachment 4- Site Pictures





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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Mar. 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 725 S. Jackson St. Starkville, MS 39759, with the parcel number 102H-00-151.00 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 725 S. Jackson St. Starkville, MS 39759, with the parcel number 102H-00-151.00 was performed on Friday, Jan. 6, 2023, and re-inspection on Friday, Jan. 27, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall on Saturday, Feb. 11, 2023. Notification letters of the public hearing were sent on Monday, Feb. 13, 2023, to the property tax payer/owner *WILLIAM HENRY EDMONDS ESTATE 801 S. JACKSON St. Starkville, MS 39759* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

The third inspection was done by Officer Sarah Perez on Saturday, Feb. 11, 2023, at approximately 10:31. The final inspection was done by Officer Sarah Perez before submission of documents on Wednesday, Feb. 22, 2023, at approximately 11:00.

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 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 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 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:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: William Henry Estate Edmonds

Violations Listing

General Nuisance [UDC Section 18.1]

Reported By: Sarah Perez on Jan 08, 2023 at 3:58 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)



Photographs below were taken by Officer Sarah Perez on Saturday Feb. 11, 2023, at approximately 09:27. 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 #	23-005231	Dispatcher	PEREZ, S
Date/Time	02/11/2023 09:27:58	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	09:27:58	09:27:58	09:44:24		

Notes

2/11/2023 9:28:17 AM	PEREZ, S	CERTIFIED MAIL CARDS FILLED OUT
2/11/2023 9:28:31 AM	PEREZ, S	CERTIFIED MAIL ENVELOPE STAMPED
2/11/2023 9:43:04 AM	PEREZ, S	PUBLIC HEARING NOTICE SEALED IN ENVELOPE FOR 801 S. JACKSON ST RESIDENCE OF THE PROPERTY OWNER
2/11/2023 9:43:25 AM	PEREZ, S	CERTIFIED MAIL CARDS FILLED OUT
2/11/2023 9:43:38 AM	PEREZ, S	CERTIFIED MAIL ENVELOPE STAMPED
2/11/2023 9:44:16 AM	PEREZ, S	PUBLIC HEARING NOTICE SEALED IN ENVELOPE FOR 725 S. JACKSON ST.
2/13/2023 9:07:36 AM	MULLEN, T	CASE# 23-0000007 725 S JACKSON ST

WILLIAM HENRY EDMONDS ESTATE

801 S. JACKSON St.

Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102H-00-151.00

725 S. Jackson St. Starkville, MS 39759

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



WILLIAM HENRY EDMONDS ESTATE

801 S. JACKSON St.

Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102H-00-151.00

725 S. Jackson St. Starkville, MS 39759

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

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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)323-4847

(POSTED ON THE FRONT OF THE PROPERTY)

Call # 23-005256
Date/Time 02/11/2023 11:39:08
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

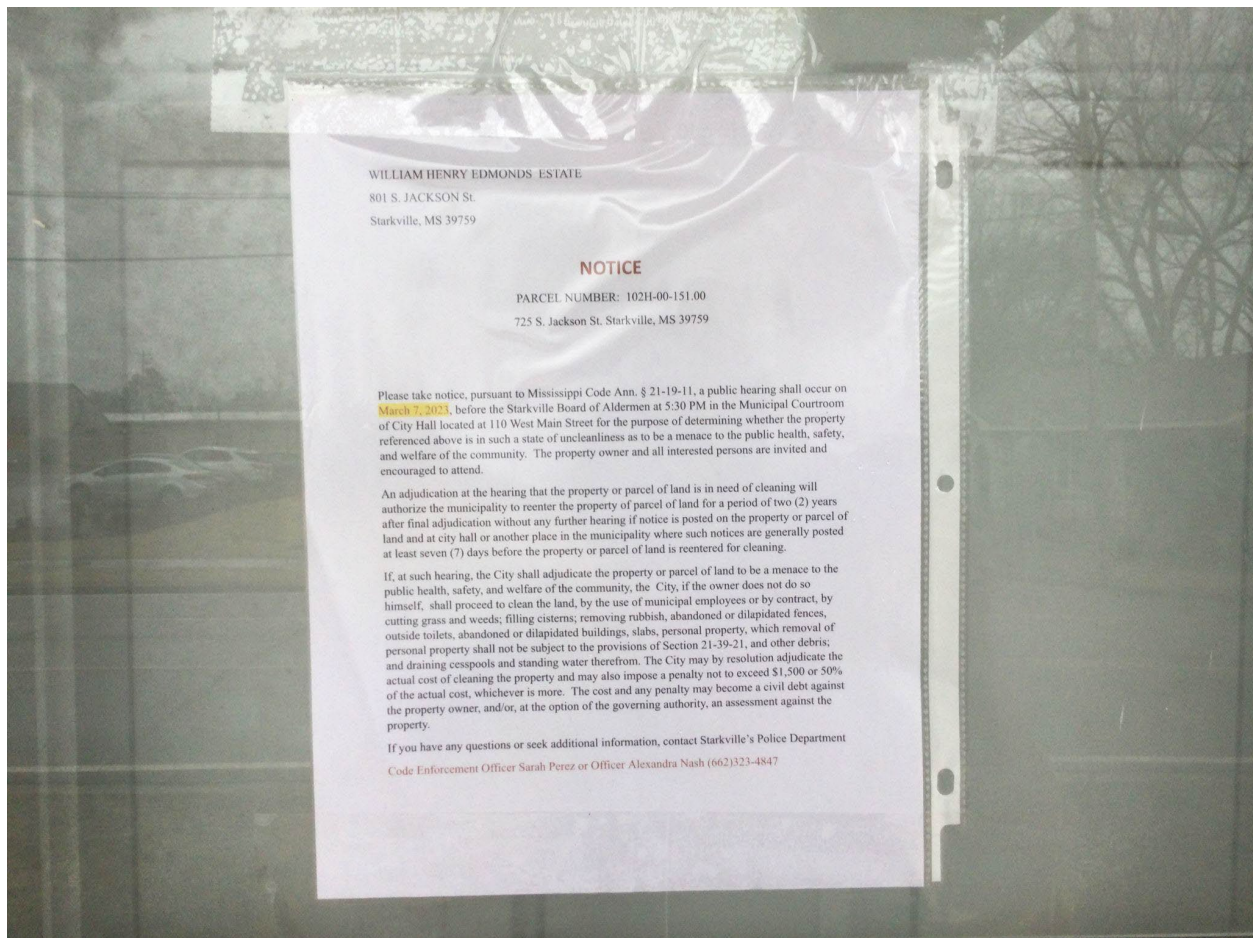
725 S. JACKSON ST. STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:39:08	11:39:08	11:49:31		

Notes

2/11/2023 11:39:39 AM	PEREZ, S	POSTED PUBLIC HEARING NOTICE
2/11/2023 11:40:43 AM	PEREZ, S	CASE #23-0000007
2/11/2023 11:48:34 AM	PEREZ, S	PHOTOS TAKEN





The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, Feb. 11, 2023, at approximately 11:39.

(CALL CARD)

Call # 23-005256
Date/Time 02/11/2023 11:39:08
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

725 S. JACKSON ST. STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:39:08	11:39:08	11:49:31		

Notes

2/11/2023 11:39:39 AM	PEREZ, S	POSTED PUBLIC HEARING NOTICE
2/11/2023 11:40:43 AM	PEREZ, S	CASE #23-0000007
2/11/2023 11:48:34 AM	PEREZ, S	PHOTOS TAKEN

Front of the property







(RIGHT SIDE OF PROPERTY)





(BACK OF PROPERTY)







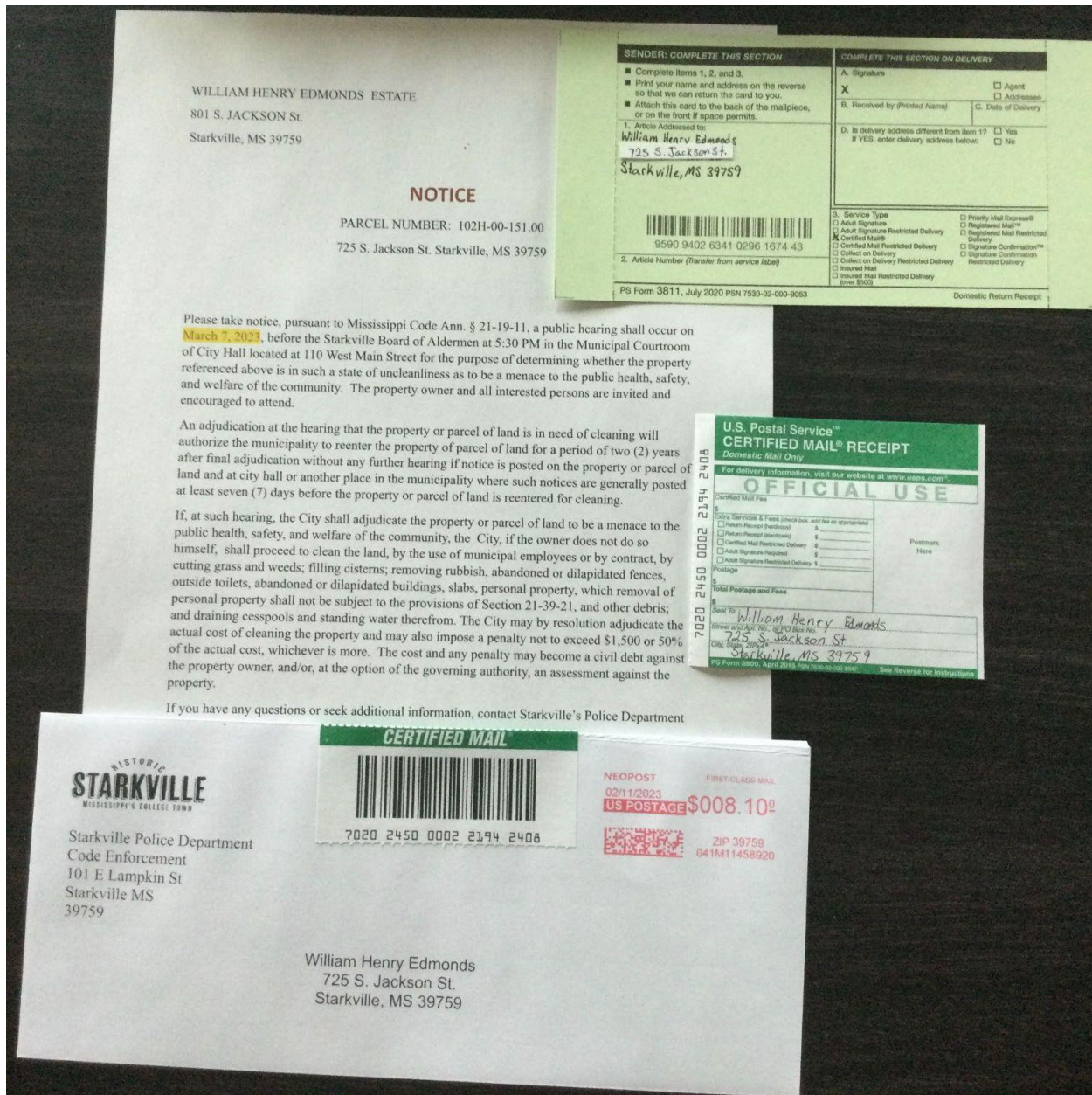


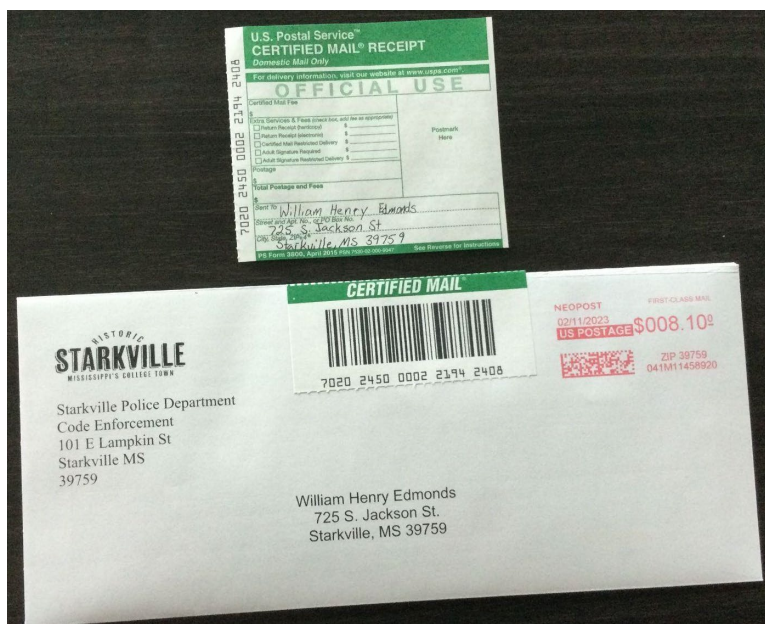


(LEFT SIDE OF PROPERTY)



(PHOTOS OF CERTIFIED MAIL SENT)





WILLIAM HENRY EDMONDS ESTATE
801 S. JACKSON ST.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102H-00-151.00
725 S. Jackson St. Starkville, MS 39759

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
William Henry Edmonds
801 S. Jackson St.
Starkville, MS 39759



9590 9402 6341 0296 1674 43

2. Article Number (Transfer from service label)

7019 0700 0000 5472 8592

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery | |

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

Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check one, and fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent to: **William Henry Edmonds**

801 S. Jackson St.

Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions



Starkville Police Department
Code Enforcement
101 E Lampkin St
Starkville MS
39759

CERTIFIED MAIL



7019 0700 0000 5472 8592

NEOPOST

02/11/2023

US POSTAGE

FIRST-CLASS MAIL

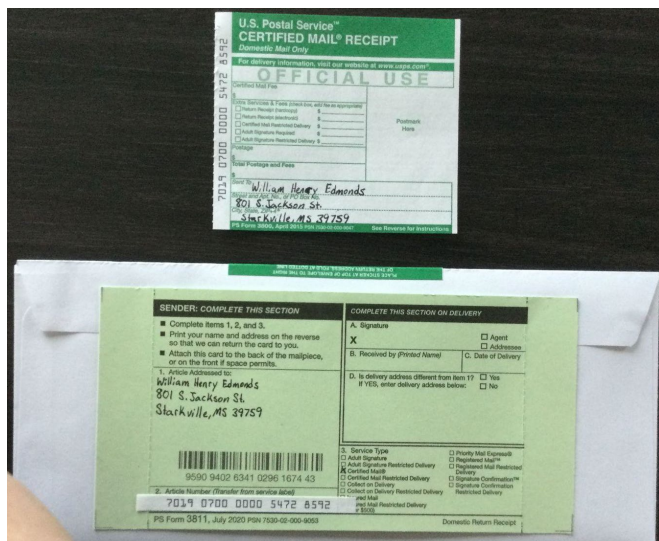
\$008.10⁹



ZIP 39759

041M11458920

William Henry Edmonds
801 S. Jackson St.
Starkville, MS 39759



Public hearing notice was received on Feb. 14 2023 by property owner at 725 S. Jackson ST.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY																	
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ Robert Evan ☐ Agent ☐ Addressee																	
1. Article Addressed to: William Henry Edmonds 725 S. Jackson St. Starkville, MS. 39759		B. Received by (Printed Name) Robert Evan	C. Date of Delivery 2.14.23																
2. Article Number (Transfer from service label) 7020 2450 0002 2194 2408		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No																	
9590 9402 6341 0296 1674 36		3. Service Type <table border="0"> <tr> <td>☐ Adult Signature</td> <td>☐ Priority Mail Express®</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail™</td> </tr> <tr> <td>☒ Certified Mail®</td> <td>☐ Registered Mail Restricted Delivery</td> </tr> <tr> <td>☐ Certified Mail Restricted Delivery</td> <td>☐ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect on Delivery</td> <td>☐ Signature Confirmation Restricted Delivery</td> </tr> <tr> <td>☐ Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td>☐ Insured Mail</td> <td></td> </tr> <tr> <td>☐ Insured Mail Restricted Delivery over \$500</td> <td></td> </tr> </table>		☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☒ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™	☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery	☐ Collect on Delivery Restricted Delivery		☐ Insured Mail		☐ Insured Mail Restricted Delivery over \$500	
☐ Adult Signature	☐ Priority Mail Express®																		
☐ Adult Signature Restricted Delivery	☐ Registered Mail™																		
☒ Certified Mail®	☐ Registered Mail Restricted Delivery																		
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™																		
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery																		
☐ Collect on Delivery Restricted Delivery																			
☐ Insured Mail																			
☐ Insured Mail Restricted Delivery over \$500																			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt																	

Photographs below were taken by Officer Sarah Perez one week before submission of documents on Wednesday, Feb. 22, 2023, at approximately 11:00.

(CALL CARD)

Call #	23-006748	Dispatcher	MULLEN, T
Date/Time	02/22/2023 11:00:37	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
725 JACKSON ST SOUTH			
STARKVILLE, MS			
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
PEREZ, S	11:00:37	11:00:37	11:10:34
COLEMAN, G	11:00:59	11:01:02	11:10:34
De-Assign	Case Number		
Notes			
2/22/2023 11:07:29 AM PEREZ, S		CASE #23-0000007	
2/22/2023 11:07:38 AM PEREZ, S		PHOTOS TAKEN	

(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: Mar. 7, 2023
PAGE: Page 1 of 36

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 202 McKinly St. Starkville, MS 39759, with the parcel number 102B-00-026.00, 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 202 McKinly St. Starkville, MS 39759, with the parcel number 102B-00-026.00, was performed by Code Enforcement Officer Sarah Perez on Friday, Jan. 6, 2023, and re-inspection on Wednesday, Jan. 25, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and overgrowth of the property trash, and debris and overall 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 on Saturday, Feb. 11, 2023. Notification letters of the public hearing were sent on Monday, Feb. 13, 2023, to the property tax payer/owner *Ethel Yeates Fisher 1014 Papin St. Alexandria, LA 71302* 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.

The third inspection was done by Officer Sarah Perez on Saturday, Feb. 11, 2023, at approximately 11:22. The final inspection was done by Officer Sarah Perez before submission of documents on Wednesday Feb. 22, 2023, at approximately 10:31.

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 202 McKinly 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 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 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.

202 Mckinly St. Starkville, MS 39759, with parcel # 102B-00-026.00 Oktibbeha County Property
Link public tax information.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 1/6/2023

Tax Year 2022
Records Last Updated 1/5/2023

PROPERTY DETAIL			
OWNER	YEATES WILBURN ETAL		ACRES : **NA**
	C/O ETHEL YEATES FISHER		LAND VALUE : 35000
	1014 PAPIN STREET		IMPROVEMENTS : 1590
	ALEXANDRIA LA 71302		TOTAL VALUE: 36590
			ASSESSED : 5489
PARCEL	102B-00-026.00		
ADDRESS	202 MCKINLEY		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	302.50	0.00	302.50
CITY	165.38	0.00	165.38
SCHOOL	362.27	0.00	362.27
TOTAL	830.15	0.00	830.15
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE			LEGAL LOT 14 CITY BLK 49
HOMESTEAD CODE	None	MAP 102B DB/PG 559/51	
TAX DISTRICT	1110		
PPIN	015583		
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
2021	OSBORNE HEATHER	NOT REDEEMED
2019	WOODMARK INVESTMENTS LLC	7/27/2021 WILBURN LOGAN
2018	WOODMARK INVESTMENTS LLC	8/17/2020 YEATES WILBURN
2017	BOAZ TAX SALE PROPERTIES LLC	7/26/2019 YEATES WILBURN
2016	WILLIAMS-MOGEE DANIELLE	1/8/2018 YEATES WILBURN

[Back](#)



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

FIRST NOTICE OF VIOLATION

ETHEL YEATES FISHER
1014 PAPIN STREET
ALEXANDRIA, LA 71302

Case No. 23-000006
Issued: January 10, 2023

VIOLATION LOCATION

202 McKinley,
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 07, 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: ETHEL YEATES FISHER, Wilburn Etal Yeates

Violations Listing

Dilapidated Structures [MCA Section 21-19-11]

Reported By: Sarah Perez on Jan 06, 2023 at 6:00 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.

Violation Notice issued page 3, Tuesday, Jan. 10, 2023

MYGOV.US

City of Starkville, MS

Phone: (662) 323-4547



MYGOV.US

23-000006, 01/10/2023 at 1:21 PM

Page 3/3

The photographs below were taken by Officer Sarah Perez at the first inspection on Friday, Jan. 6, 2023, at approximately 13:58.

(CALL CARD)

Call #	23-000654	Dispatcher	PEREZ, S
Date/Time	01/06/2023 13:58:56	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

202 MCKINLEY ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	13:58:56	13:58:56	14:04:11		
PEREZ, S	13:58:56	13:58:56	14:04:11		

Notes

1/6/2023 1:59:38 PM	PEREZ, S	DILAPIDATED STRUCTURE
1/6/2023 2:04:04 PM	PEREZ, S	PHOTOS TAKEN

(FRONT OF THE STRUCTURE)





(STREET VIEW OF THE PROPERTY)





(RIGHT SIDE OF STRUCTURE)



(BACK OF STRUCTURE)



(LEFT SIDE OF STRUCTURE)



(OVERGROWTH OF THE PROPERTY)



(DEBRIS LEFT ON PROPERTY FROM A PREVIOUS DEMOLITION)





The photographs below were taken by Officer Sarah Perez at the second inspection on Wednesday, Jan. 25, 2023, at approximately 14:48.

(CALL CARD)

Call #	23-003105	Dispatcher	PEREZ, S
Date/Time	01/25/2023 14:48:10	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

202 MCKINLEY ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:48:10	14:48:10	14:52:38		

Notes

1/25/2023 2:52:27 PM PEREZ, S

PHOTOS TAKEN

(FRONT OF PROPERTY)



(RIGHT SIDE OF PROPERTY)



(BACK OF PROPERTY)



(LEFT SIDE OF PROPERTY)



(OVERGROWTH OF THE PROPERTY)







(DEBRIS LEFT ON PROPERTY FROM A PREVIOUS DEMOLITION)







Photographs below were taken by Officer Saturday, Feb. 11, 2023, at approximately 09:08. Public hearing notices were placed on the property and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

(PDF OF THE PUBLIC HEARING NOTICE)

Ethel Yeates Fisher
1014 Papin St.
Alexandria, LA 71302

NOTICE

PARCEL NUMBER: 102B-00-026.00

202 Mckinly St. Starkville, MS 39759

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

(CALL CARD)

Call # 23-005224
Date/Time 02/11/2023 09:08:59
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

110 W. MAIN ST. / CASE #23-0000006 202 MCKINLEY ST.

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:08:59	09:08:59	09:12:31		

Notes

2/11/2023 9:09:35 AM	PEREZ, S	CERTIFIED MAIL CARDS FILLED OUT
2/11/2023 9:10:02 AM	PEREZ, S	CERTIFIED MAIL ENVELOPE STAMPED
2/11/2023 9:12:18 AM	PEREZ, S	PUBLIC HEARING NOTICE SEALED IN ENVELOPE



Ethel Yeates Fisher
1014 Papin St.
Alexandria, LA 71302

NOTICE

PARCEL NUMBER: 102B-00-026.00

202 McKinly St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **March 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 ON THE FRONT OF THE PROPERTY)

Call # 23-005251
Date/Time 02/11/2023 11:22:08
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

202 MCKINLEY ST. STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:22:08	11:22:08	11:27:40		

Notes

2/11/2023 11:22:56 AM	PEREZ, S	CASE #23-0000006
2/11/2023 11:23:17 AM	PEREZ, S	PUBLIC HEARING NOTICE POSTED ON PROPERTY
2/11/2023 11:27:31 AM	PEREZ, S	PHOTOS TAKEN





The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, Feb. 11, 2023, at approximately 11:22.

(CALL CARD)

Call #	23-005251	Dispatcher	PEREZ, S
Date/Time	02/11/2023 11:22:08	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

202 MCKINLEY ST. STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:22:08	11:22:08	11:27:40		

Notes

2/11/2023 11:22:56 AM	PEREZ, S	CASE #23-0000006
2/11/2023 11:23:17 AM	PEREZ, S	PUBLIC HEARING NOTICE POSTED ON PROPERTY
2/11/2023 11:27:31 AM	PEREZ, S	PHOTOS TAKEN









(PHOTOS OF CERTIFIED MAIL SENT)

Call # 23-005484
Date/Time 02/13/2023 10:04:45
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

822 TAYLOR ST.

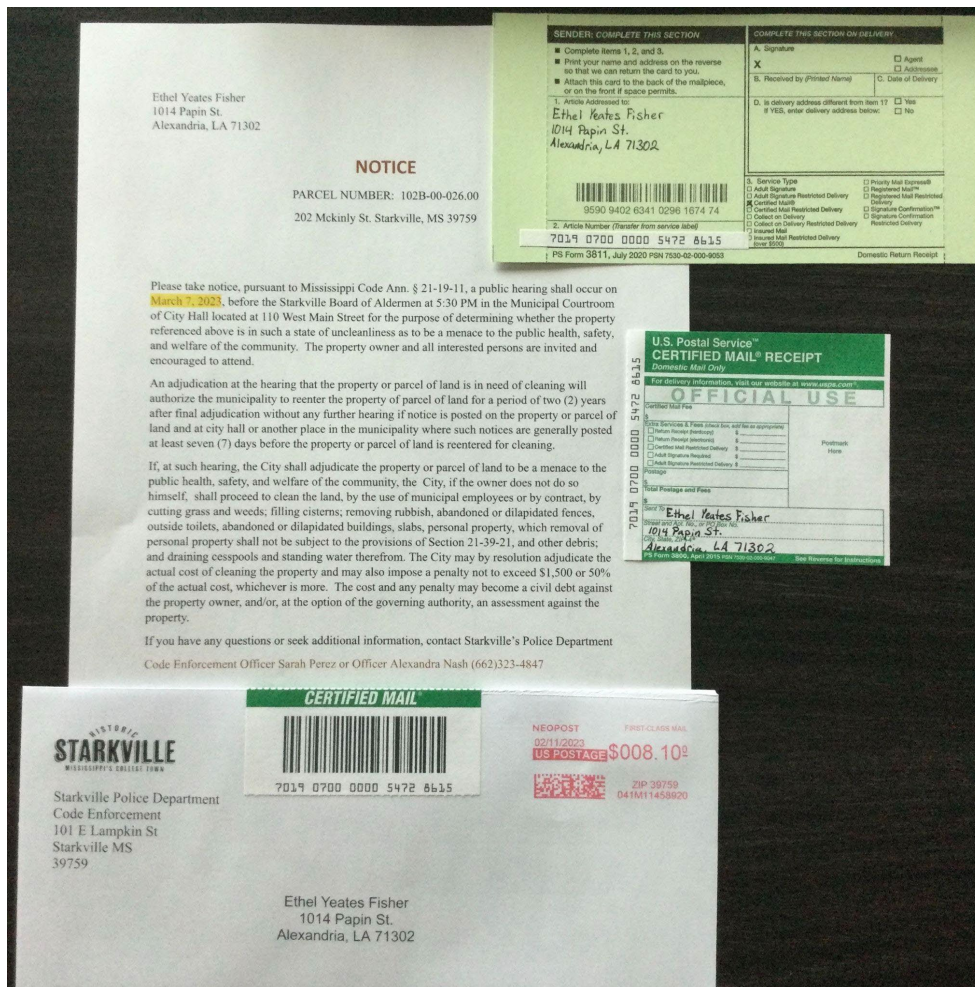
Officer Information

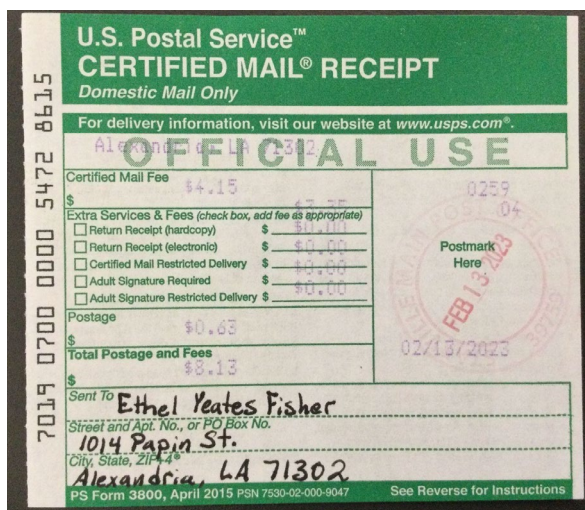
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:04:45	10:04:45	10:07:11		

Notes

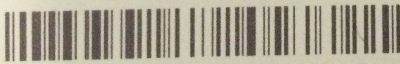
2/13/2023 10:05:11 AM PEREZ, S
2/13/2023 10:06:58 AM PEREZ, S

CASE #23-0000006 LOCATION 202 MCKINLEY ST
MAILING CERTIFIED LETTER TO PROPERTY OWNER
ETHEL YEATES FISHER @ 1014 PAPIN ST. ALEXANDRIA,
LA 71302





Letter received by property owner.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>[Signature]</i> ☐ Agent ☐ Addressee	
1. Article Addressed to: Ethel Keates Fisher 1014 Papin St. Alexandria, LA 71302		B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery	
 9590 9402 6341 0296 1674 74		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7019 0700 0000 5472 8615		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

Photographs below were taken by Officer Sarah Perez one week before submission of documents on Wednesday Feb. 22, 2023, at approximately 10:32.

(CALL CARD)

Call #	23-006743	Dispatcher	MULLEN, T
Date/Time	02/22/2023 10:31:42	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

202 MCKINLEY ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:31:42	10:31:42	10:32:38		
COLEMAN, G	10:32:01	10:32:02	10:33:16		

Notes

2/22/2023 10:32:13 AM	PEREZ, S	CASE #23-0000006
2/22/2023 10:32:23 AM	PEREZ, S	PHOTOS TAKEN













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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Mar. 7, 2023
PAGE: Page 1 of 32

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 203 McKinley St Starkville, MS 39759 with the parcel number 102B-00-037.00 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 203 McKinley St Starkville, MS 39759 with the parcel number 102B-00-037.00 was performed on Friday, January 6, 2023, and re-inspection on Wednesday, Jan. 25, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, overgrowth of the property trash, and debris and overall 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 on Saturday, Feb. 11, 2023. Notification letters of the public hearing were sent on Monday, Feb. 13, 2023, to the property tax payer/owner *DANIELLE WILLIAMS-MCGEE 112 FREEMAN AVE. 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.

The third inspection was done by Officer Sarah Perez on Saturday, Feb. 11, 2023, at approximately 11:16. The final inspection was done by Officer Sarah Perez before submission of documents on Wednesday, Feb. 22, 2023, at approximately 10:32.

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 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 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 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 1/27/2023

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

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

Violation Notice issued page 1, Tuesday, Jan. 10, 2023.

FIRST NOTICE OF VIOLATION

DANIELLE WILLIAMS-MCGEE
112 FREEMAN AVE
Starkville, MS 39759

Case No. 23-000005
Issued: January 10, 2023

VIOLATION LOCATION	LEGAL DESCRIPTION
203 McKinley, Starkville, MS 39759	-

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

Violation Notice issued page 2, Tuesday, Jan. 10, 2023.

Violations Listing

Dilapidated Structures [MCA Section 21-19-11]

Reported By: Sarah Perez on Jan 06, 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.



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.)

STARKVILLE POLICE DEPARTMENT

STATEMENT OF EVENTS

I, Theresa Bradford DATE OF BIRTH 5-30-80, WHO RESIDES
AT 201 McKinley Street TELEPHONE NUMBER (662) 418-1178
AM GIVING THIS STATEMENT FREELY AND VOLUNTARILY TO Officer Perez
WHO IDENTIFIED HIM/HERSELF AS A LAW ENFORCEMENT OFFICER OF THE STARKVILLE POLICE
DEPARTMENT.

I, 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, ~~to~~ 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: 1-6-23 TIME: 2:14pm

WITNESS: [Signature] S-63 DATE: 1-6-23 TIME: 2:14pm

WITNESS: _____ DATE: _____ TIME: _____

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)





Photographs below were taken by Officer Sarah Perez on Saturday, Feb. 11, 2023, at approximately 10:00. Public hearing notices were placed on the property and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

(PDF OF THE PUBLIC HEARING NOTICE)

DANIELLE WILLIAMS-MCGEE
112 FREEMAN AVE.
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-037.00

203 Mckinley St. Starkville, MS 39759

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

(CALL CARD)

Call # 23-005237
Date/Time 02/11/2023 10:00:44
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

110 W. MAIN ST. /CASE #23-0000005 203 MCKINLEY ST.

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:00:44	10:00:44	10:01:06		

Notes

2/11/2023 10:00:57 AM PEREZ, S

POSTING PUBLIC HEARING NOTICE IN THE WINDOW AT
THE MAIN ENTRANCE OF CITY HALL / MUNICIPAL COURT
HOUSE



DANIELLE WILLIAMS-MCGEE
112 FREEMAN AVE.
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-037.00
203 Mckinley St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on March 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 ON THE FRONT OF THE PROPERTY)

Call # 23-005249
Date/Time 02/11/2023 11:16:37
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

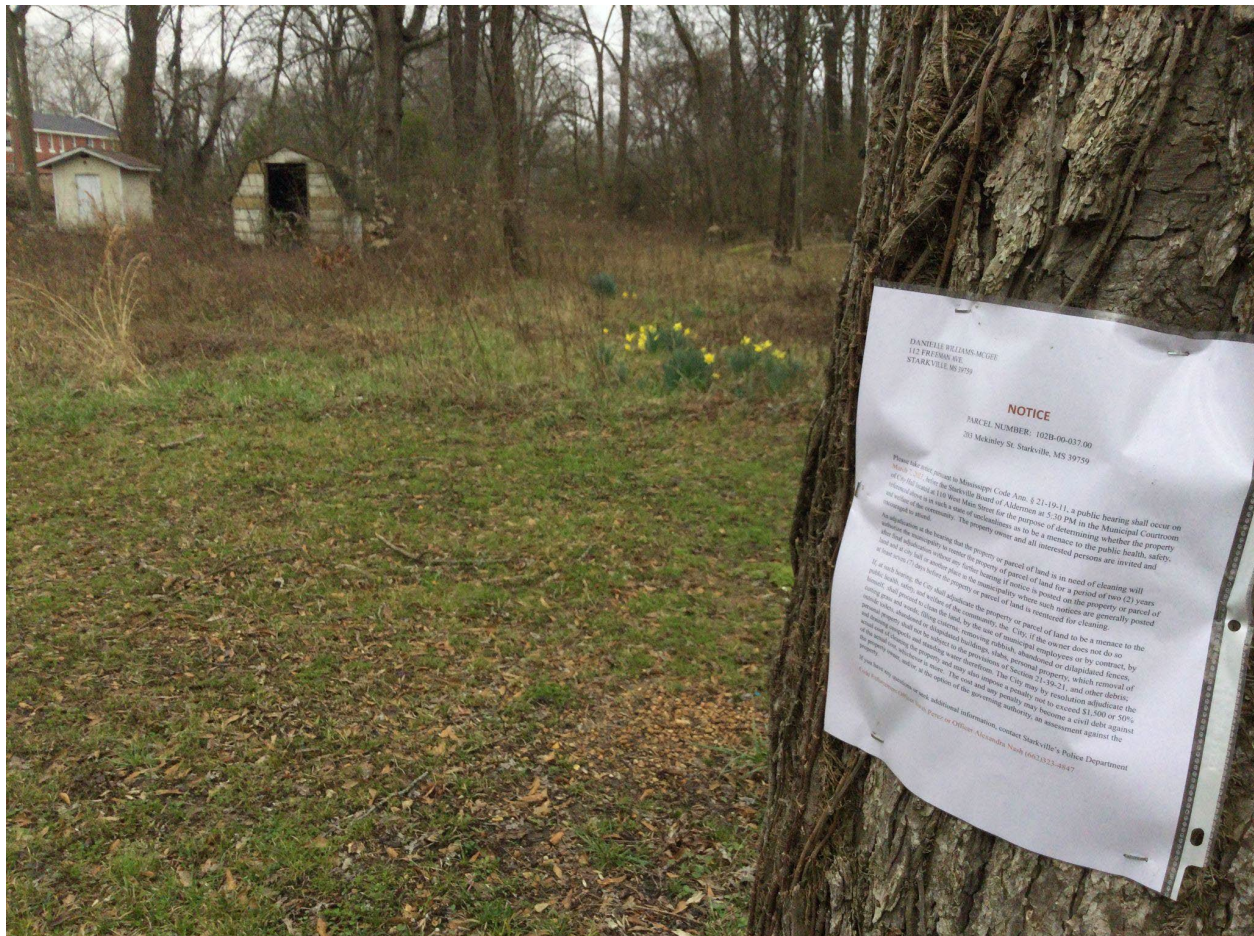
203 MCKINLEY ST. STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:16:37	11:16:37	11:21:38		

Notes

2/11/2023 11:17:24 AM	PEREZ, S	CASE #23-0000005
2/11/2023 11:17:59 AM	PEREZ, S	PUBLIC HEARING NOTICE POSTED ON PROPERTY
2/11/2023 11:21:26 AM	PEREZ, S	PHOTOS TAKEN



Photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, Feb. 11, 2023, at approximately 11:16.

Call #	23-005249	Dispatcher	PEREZ, S
Date/Time	02/11/2023 11:16:37	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

203 MCKINLEY ST. STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:16:37	11:16:37	11:21:38		

Notes

2/11/2023 11:17:24 AM	PEREZ, S	CASE #23-0000005
2/11/2023 11:17:59 AM	PEREZ, S	PUBLIC HEARING NOTICE POSTED ON PROPERTY
2/11/2023 11:21:26 AM	PEREZ, S	PHOTOS TAKEN







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Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

Postmark
Here

Total Postage and Fees

Sent To Danielle Williams-McGee
112 Freeman Ave.
Starkville, MS 39759

PS Form 3811, July 2020 PSN 7530-02-000-8053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Danielle Williams-McGee
112 Freeman Ave.
Starkville, MS 39759

2. Article Number (Transfer from service label)
7019 0700 0000 5472 8622

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation®
☐ Signature Confirmation Restricted Delivery

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

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

OFFICIAL USE

Certified Mail Fee
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

Postmark
Here

Total Postage and Fees

Sent To Danielle Williams-McGee
112 Freeman Ave.
Starkville, MS 39759

PS Form 3811, July 2020 PSN 7530-02-000-8053 Domestic Return Receipt

CERTIFIED MAIL

NEOPOST FIRST CLASS MAIL
 02/13/2023
US POSTAGE \$008.10⁰⁰

21P 39759
 041M11458920

Starkville Police Department
 Code Enforcement
 101 E Lampkin St
 Starkville MS
 39759

Danielle Williams-McGee
 112 Freeman Ave.
 Starkville, MS 39759

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

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

OFFICIAL USE

Certified Mail Fee
 \$ 4.15

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$ 0.00
☐ Return Receipt (electronic) \$ 0.00
☐ Certified Mail Restricted Delivery \$ 0.00
☐ Adult Signature Required \$ 0.00
☐ Adult Signature Restricted Delivery \$ 0.00

Postage
 \$ 0.63

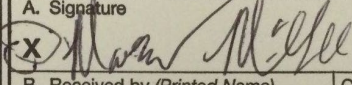
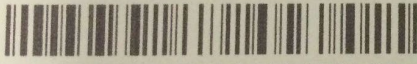
Total Postage and Fees
 \$ 8.13

Postmark
Here
 FEB 13 2023
 02/13/2023

Sent To Danielle Williams-McGee
112 Freeman Ave.
Starkville, MS 39759

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

Letter received by property owner on Feb. 14, 2023

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature  ☒ Agent ☐ Addressee	
1. Article Addressed to: Danielle Williams-McGee 112 Freeman Ave. Starkville, MS 39759		B. Received by (Printed Name) M. P. Miller	C. Date of Delivery 2/14/23
2. Article Number (Transfer from service label) 7019 0700 0000 5472 8622		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 9590 9402 6341 0296 1674 81		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

Photographs below were taken by Officer Sarah Perez, one week before submission of documents, on Wednesday, Feb. 22, 2023, at approximately 10:32.

(CALL CARD)

Call # 23-006744	Dispatcher MULLEN, T
Date/Time 02/22/2023 10:32:56	Disposition CALL COMPLETED- NO REPORT
Type CODE ENFORCEMENT	Zone
How Rcvd OFFICER INITIATED	
Sent To Dispatcher	

Location Address
203 MCKINLEY ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:32:56	10:32:56	10:38:44		
COLEMAN, G	10:33:19	10:33:21	10:38:44		

Notes

2/22/2023 10:33:21 AM	PEREZ, S	CASE #23-0000005
2/22/2023 10:33:29 AM	PEREZ, S	PHOTOS TAKEN









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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Mar. 7, 2023
PAGE: Page 1 of 24

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 212 W Gillespie St. Starkville, MS 39759 with the parcel number 102B-00-319.00 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 212 W Gillespie St. Starkville, MS 39759 with the parcel number 102B-00-319.00 was performed on Saturday, 7, 2023, and re-inspection on Thursday, Jan. 19, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, overgrowth of the property trash, debris and overall 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 on Saturday, Feb. 11, 2023. Notification letters of the public hearing were sent on Monday, Feb. 13, 2023, to the property tax payer/owner *Corneliuse Childs 212 W Gillespie St. Starkville, MS 39759* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

The third inspection was done by Officer Sarah Perez on Saturday, Feb. 11, 2023, at approximately 11:29. The final inspection was done by Officer Sarah Perez before submission of documents on Wednesday, Feb. 22, 2023, at approximately 10:24.

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 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 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 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 living near the property.









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.





Photographs below were taken by Officer Sarah Perez on Saturday, Feb. 11, 2023, at approximately 09:59. Public hearing notices were placed on the structure and mailed to the property and the property owner via certified mail. A notice was also placed in the front window at City Hall.

(PDF OF THE PUBLIC HEARING NOTICE)

Corneliuse Childs
212 W Gillespie St.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-319.00

212 W Gillespie St. Starkville, MS 39759

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

(CALL CARD)

Call #	23-005236	Dispatcher	PEREZ, S
Date/Time	02/11/2023 09:59:15	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 W. MAIN ST. / CASE #23-0000008 212 W. GILLESPIE ST.

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:59:15	09:59:15	09:59:36		

Notes

2/11/2023 9:59:23 AM	PEREZ, S	POSTING PUBLIC HEARING NOTICE IN THE WINDOW AT THE MAIN ENTRANCE OF CITY HALL / MUNICIPAL COURT HOUSE
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Corneliuse Childs
212 W Gillespie St.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-319.00
212 W Gillespie St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **March 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 ON THE FRONT OF THE PROPERTY)

Call # 23-005252
Date/Time 02/11/2023 11:29:14
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

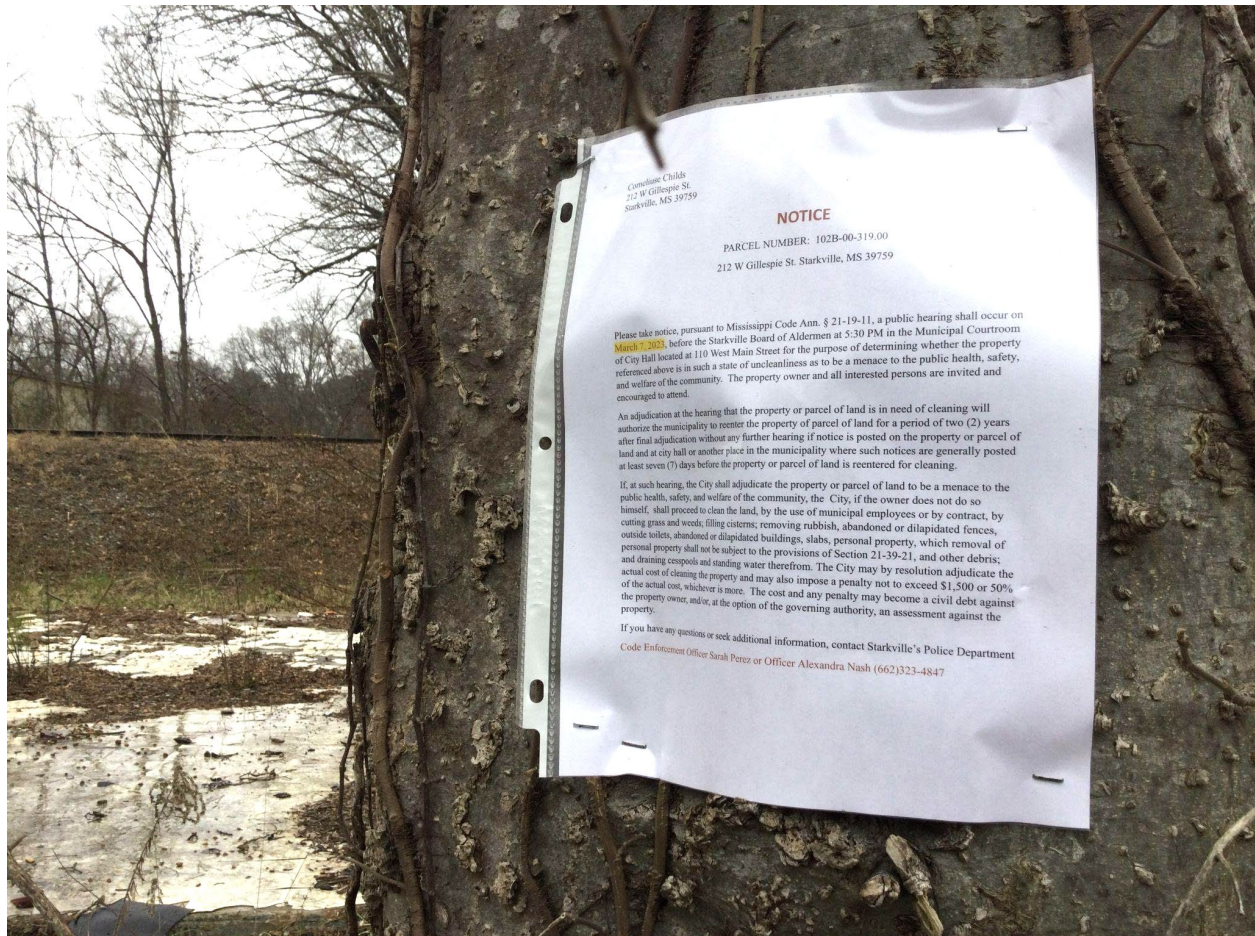
212 W. GILLESPIE ST. STARKVILLE , MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:29:14	11:29:14	11:36:15		

Notes

2/11/2023 11:29:52 AM	PEREZ, S	CASE #23-0000008
2/11/2023 11:30:05 AM	PEREZ, S	PUBLIC HEARING NOTICE POSTED
2/11/2023 11:36:07 AM	PEREZ, S	PHOTOS TAKEN





(PHOTOGRAPHS OF CERTIFIED MAIL SENT)

Call # 23-005482
Date/Time 02/13/2023 09:58:06
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

822 TAYLOR ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:58:06	09:58:06	10:04:27		

Notes

2/13/2023 10:03:06 AM PEREZ, S
2/13/2023 10:04:18 AM PEREZ, S

CASE #23-0000008 LOCATION 212 GILLESPIE ST
MAILING CERTIFIED LETTER TO PROPERTY OWNER
LISTED AS CORNELIUSE CHILDS @ 212 W. GILLESPIE ST.
STARKVILLE, MS 39759

Corneliuse Childs
212 W Gillespie St.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102B-00-319.00
212 W Gillespie St. Starkville, MS 39759

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

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

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

SENDER, COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Corneliuse Childs
212 W. Gillespie St.
Starkville, MS 39759

5990 9402 6341 0296 1674 67

2. Article Number (Transfer from service label)
7019 0700 0000 5472 8608

PS Form 3811, July 2020 PSN 7530-02-000-9093

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ X ☐ Agent
B. Received by (Printed Name) ☐ Addressed ☐ Date of Delivery
C. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

3. Service Type ☐ Adult Signature ☐ Registered Mail™ ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee \$4.15

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

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To Corneliuse Childs

Street and Apt. No., or PO Box No. 212 W. Gillespie St.

City, State, ZIP+4® Starkville, MS 39759

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

STARKVILLE
MISSISSIPPI'S COUNTRY TOWN

Starkville Police Department
Code Enforcement
101 E Lampkin St
Starkville MS
39759

CERTIFIED MAIL

7019 0700 0000 5472 8608

NEOPOST

02/11/2023

US POSTAGE

\$008.10

FIRST CLASS MAIL

02/13/2023

ZIP 39759

041M11458920

Corneliuse Childs
212 W. Gillespie St.
Starkville, MS 39759

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee \$4.15

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

☐ Return Receipt (hardcopy) \$0.00

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☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To Corneliuse Childs

Street and Apt. No., or PO Box No. 212 W. Gillespie St.

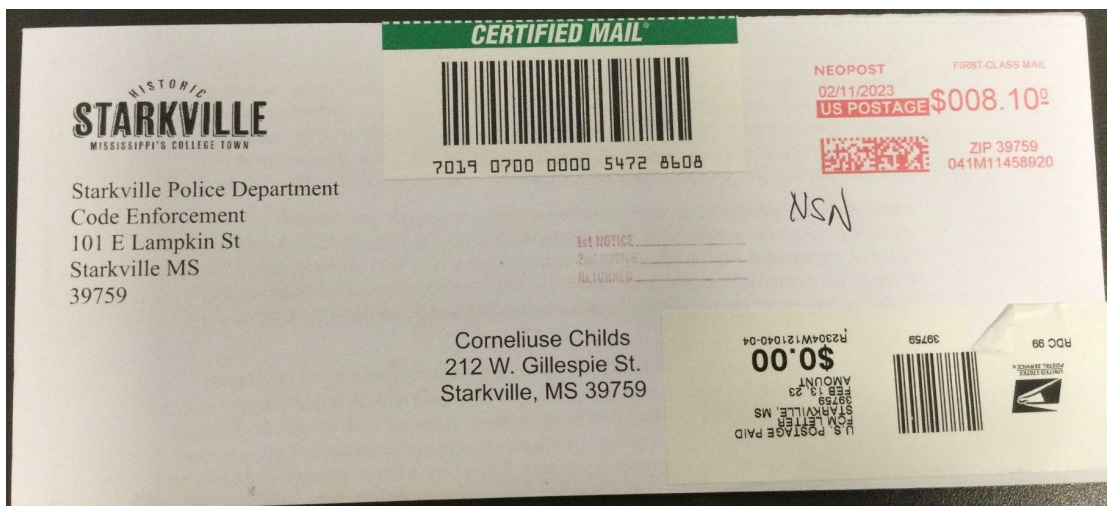
City, State, ZIP+4® Starkville, MS 39759

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

See Reverse for Instructions



Letter was returned to sender.



The photographs below were taken by Officer Sarah Perez at the third inspection on Saturday, Feb. 11, 2023, at approximately 11:29.

(CALL CARD)

Call #	23-005252	Dispatcher	PEREZ, S
Date/Time	02/11/2023 11:29:14	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

212 W. GILLESPIE ST. STARKVILLE , MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:29:14	11:29:14	11:36:15		

Notes

2/11/2023 11:29:52 AM	PERE Z, S	CASE #23-0000008
2/11/2023 11:30:05 AM	PERE Z, S	PUBLIC HEARING NOTICE POSTED
2/11/2023 11:36:07 AM	PERE Z, S	PHOTOS TAKEN

(FRONT OF PROPERTY)







Photographs below were taken by Officer Sarah Perez, one week before submission of documents, on Wednesday, Feb. 22, 2023, at approximately 10:24.

(CALL CARD)

Call #	23-006742	Dispatcher	MULLEN, T
Date/Time	02/22/2023 10:24:48	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

212 W GILLESPIE ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:24:48	10:24:48	10:26:17		
TEXIDOR, G	10:25:15		10:26:26	10:26:26	
PEREZ, S	10:26:29	10:26:32	10:30:04		
COLEMAN, G	10:26:49	10:26:51	10:30:03		

Notes

2/22/2023 10:27:09 AM	PEREZ, S	CASE #23-0000008
2/22/2023 10:29:30 AM	PEREZ, S	PHOTOS TAKEN









AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: March 7, 2023
PAGE: 1

SUBJECT: Consideration of a resolution supporting Oktibbeha County in the submission of a Community Project Funding appropriation grant from Congressman Guest for the replacement and upgrade of the water infrastructure of the former Bluefield Water Association.

AMOUNT & SOURCE OF FUNDING: \$4,539,558.40 through a CPF STAG federal grant

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 supporting and joining with Oktibbeha County seeking funds through the Community Project Funding available to Congressman Guest as a federal appropriation for the replacement and upgrade of the water infrastructure of the former Bluefield Water Association.

**RESOLUTION TO SUPPORT THE JOINT OKTIBBEHA COUNTY AND CITY OF
STARKVILLE INFRASTRUCTURE REPLACEMENT PLAN OF THE OLD WEST
POINT ROAD AND BLUEFIELD WATER LINE INFRASTRUCTURE**

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the “Board”), acting for and on behalf of the residents and citizens of Starkville and the customers of the Starkville Utilities Department do hereby find and determine as follows:

1. The City of Starkville, the county seat of Oktibbeha County, accepted at the request of the Old West Point Road Water Association the infrastructure of that entity in 2008 and likewise, accepted the infrastructure of the Bluefield Water Association in 2011. The infrastructure of the associations lay adjacent to the existing services of the City of Starkville both within and without the city limits of Starkville.
2. Availability of clean and abundant water is vital to the growth and service to the rural areas within the Starkville Utilities service area. The development and growth of the areas that were served by those water associations and are now being served by the City of Starkville have seen growth and demand increase in the subsequent years.
3. The Community Project Funding grant request will aid in allowing these projects to move forward and will address issues of aging and undersized lines in immediate need. This infrastructure that has outlived its lifespan has created issues of low pressure, no pressure and brown water in subsequent years since becoming a part of the Starkville service area.
4. The City of Starkville is joining with Oktibbeha County to share the cost of the work demonstrating the significance of this as a project that benefits the constituents of Oktibbeha County and the residents of the City of Starkville and customers of Starkville Utilities. This joint effort speaks to the importance of the project for the existing and future residents of Oktibbeha County and the City of Starkville.
5. The City of Starkville is committed with Oktibbeha County to improving the infrastructure that serves our community in a proactive manner before further failures compromise the service to the city and county residents.
6. The City of Starkville joins with Oktibbeha County to request that Congressman Guest in his official capacity consider submitting this joint application for the Community Project Funding Grant for fiscal year 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen of the City of Starkville do find that:

**THE APPLICATION FOR A COMMUNITY PROJECT FUNDING GRANT REQUEST
FROM THE U.S. HOUSE OF REPRESENTATIVES IS THE PRUDENT AND
RESPONSIBLE APPROACH TO PROVIDE FOR THE RESIDENTS AND CUSTOMERS OF**

THE STARKVILLE UTILITIES DEPARTMENT AND THAT SUCH AN APPLICATION IS
IN LINE WITH THE INTENT OF THE LEGISLATION.

After discussion, the Board of Aldermen voted in favor of the foregoing resolution as follows:

Ward 1	Ben Carver	_____
Ward 2	Sandra Sistrunk	_____
Ward 3	Jeffrey Rupp	_____
Ward 4	Mike Brooks	_____
Ward 5	Hamp Beatty	_____
Ward 6, Vice Mayor	Roy A'. Perkins	_____
Ward 7	Henry S. Vaughn	_____

This the 7th day of March, 2023

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk



WATER & SEWER DIVISION
200 N LAFAYETTE STREET
STARKVILLE, MISSISSIPPI 39759
(662) 323-3133

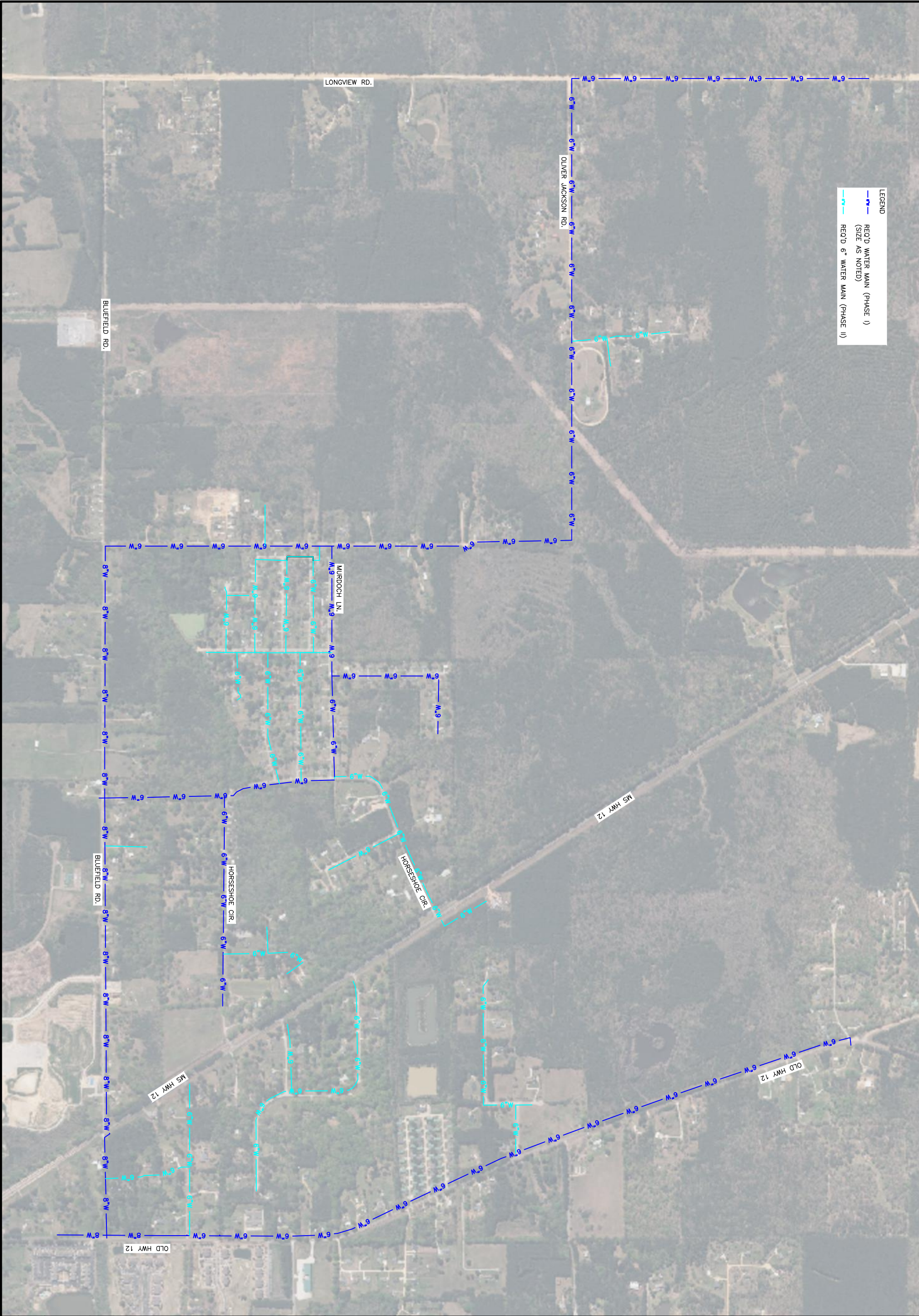
Preliminary Estimation of Probable Construction Cost

Bluefield Area Water Main Replacement Phase I

2/23/2023

Description	Unit	Quantity	Unit Cost	Line Cost
6" TAPPING VALVE AND SLEEVE	EA	3	\$2,420.00	\$7,260.00
8" TAPPING VALVE AND SLEEVE	EA	2	\$3,000.00	\$6,000.00
6" x 6" TEE	EA	12	\$1,100.00	\$13,200.00
8" x 6" TEE	EA	4	\$1,500.00	\$6,000.00
6" GATE VALVE W/ BOX	EA	46	\$2,400.00	\$110,400.00
8" GATE VALVE W/ BOX	EA	14	\$3,100.00	\$43,400.00
6" C900 PVC LAID	LF	32,030	\$60.00	\$1,921,800.00
8" C900 PVC LAID	LF	9,570	\$80.00	\$765,600.00
CRUSHED STONE	TON	9,360	\$49.50	\$463,320.00
3-WAY HYDRANT ASSEMBLY	EA	3	\$3,850.00	\$11,550.00
3/4" SERVICE CONNECTIONS	EA	200	\$990.00	\$198,000.00

SUB TOTAL	\$3,546,530.00
CONTINGENCY (10%)	\$354,653.00
ENGR & SURVEY (18%)	\$638,375.40
TOTAL ESTIMATED COST	\$4,539,558.40



LEGEND

REC'D WATER MAIN (PHASE I)

(SIZE AS NOTED)

REC'D 6" WATER MAIN (PHASE II)



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: March 7, 2023
PAGE: 1

SUBJECT: Consideration of a resolution supporting the submission of a Community Project Funding appropriation STAG grant from Congressman Guest for the installation of sewer infrastructure in the newly annexed areas currently lacking service and outside the East Oktibbeha Sewer Association footprint.

AMOUNT & SOURCE OF FUNDING: \$2,092,500 through a CPF STAG federal grant

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The annexation process and approval committed the city to making this improvement within 5 years. This grant would make that a reality as quickly as possible and create a source of funds not currently existing and assisting the city with that funding requirement.

**REQUESTING
DEPARTMENT:** Administration
Lynn Spruill

**DIRECTOR'S
AUTHORIZATION:** Mayor

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

SUGGESTED MOTION:

Move approval of the board resolution seeking funds through the Community Project Funding STAG grant available to Congressman Guest as a federal appropriation for the installation of sewer infrastructure in the newly annexed territory of the City of Starkville.

**RESOLUTION TO APPLY FOR COMMUNITY PROJECT FUNDING THROUGH THE
EPA STAG INTERIOR SUBCOMMITTEE GRANT TO SUPPORT THE
INSTALLATION OF SEWER INFRASTRUCTURE IN THE RECENTLY ANNEXED
TERRITORY IN THE CITY OF STARKVILLE**

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the “Board”), acting for and on behalf of the residents and citizens of Starkville and the future customers of the Starkville Utilities Department do hereby find and determine as follows:

1. The City of Starkville, the county seat of Oktibbeha County, sought and was approved in April, 2022, for the annexation of approximately 2.3 square miles to the east and north.
2. The area annexed is largely served for utilities through separate water, electric and sewer associations and franchises but there are existing areas that do not currently have sewer service. Such areas are not designated for service by the adjacent East Oktibbeha Sewer Association and are in need of access to reliable and managed wastewater service.
3. The desire and the obligation of the City of Starkville is to provide high quality sewer service to those new residents who are in the recently annexed area commensurate with the service provided in the majority of the existing city limits. The ability to do so timely is aided by the receipt of a STAG grant.
4. The focus of the Community Project Funding STAG grant is to improve and support basic infrastructure improvements under Title VI of the Clean Water Act, 33 U.S.C. 1381 et seq. to underserved areas and to rural areas that are desirous of improving the quality of life and achieving basic services not currently offered or are inadequately provided. This sewer project appropriately addresses those federal and state concerns.
5. The soil in areas of the City of Starkville and Oktibbeha County are such that septic systems are quickly compromised and are not a long term and cost effective solutions. A sewer system managed through a public entity best serves the newly incorporated areas that have no promise of sewer from any other existing association.
6. The City of Starkville has funded upgrades to our wastewater treatment plant to address sustainability and long-term solutions for adequately and aggressively serving our customers. That by-product of biosolids is an example of the focus we have put on proper handling of effluent. These new residents will be served by with that end product of best practices management for customers.
7. The use of the STAG grant will be a direct and immediate benefit to the residents and will be a responsible use of the funds from taxpayers’ dollars as it will affect directly those who pay into the system with a return on that investment through tangible, impactful and daily results of such an investment.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen of the City of Starkville do find that:

THE APPLICATION FOR A COMMUNITY PROJECT FUNDING GRANT REQUEST FROM THE U.S. HOUSE OF REPRESENTATIVES IS THE PRUDENT AND MOST RESPONSIBLE APPROACH TO PROVIDE SEWER SERVICE FOR THE RESIDENTS AND CUSTOMERS OF THE STARKVILLE UTILITIES DEPARTMENT AND THAT SUCH AN APPLICATION IS IN LINE WITH THE INTENT OF THE CONGRESSIONAL LEGISLATION.

After discussion, the Board of Aldermen voted in favor of the foregoing resolution as follows:

Ward 1	Ben Carver	_____
Ward 2	Sandra Sistrunk	_____
Ward 3	Jeffrey Rupp	_____
Ward 4	Mike Brooks	_____
Ward 5	Hamp Beatty	_____
Ward 6, Vice Mayor	Roy A'. Perkins	_____
Ward 7	Henry S. Vaughn	_____

This the 7th day of March, 2023

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk



WATER & SEWER DIVISION
200 N LAFAYETTE STREET
STARKVILLE, MISSISSIPPI 39759
(662) 323-3133

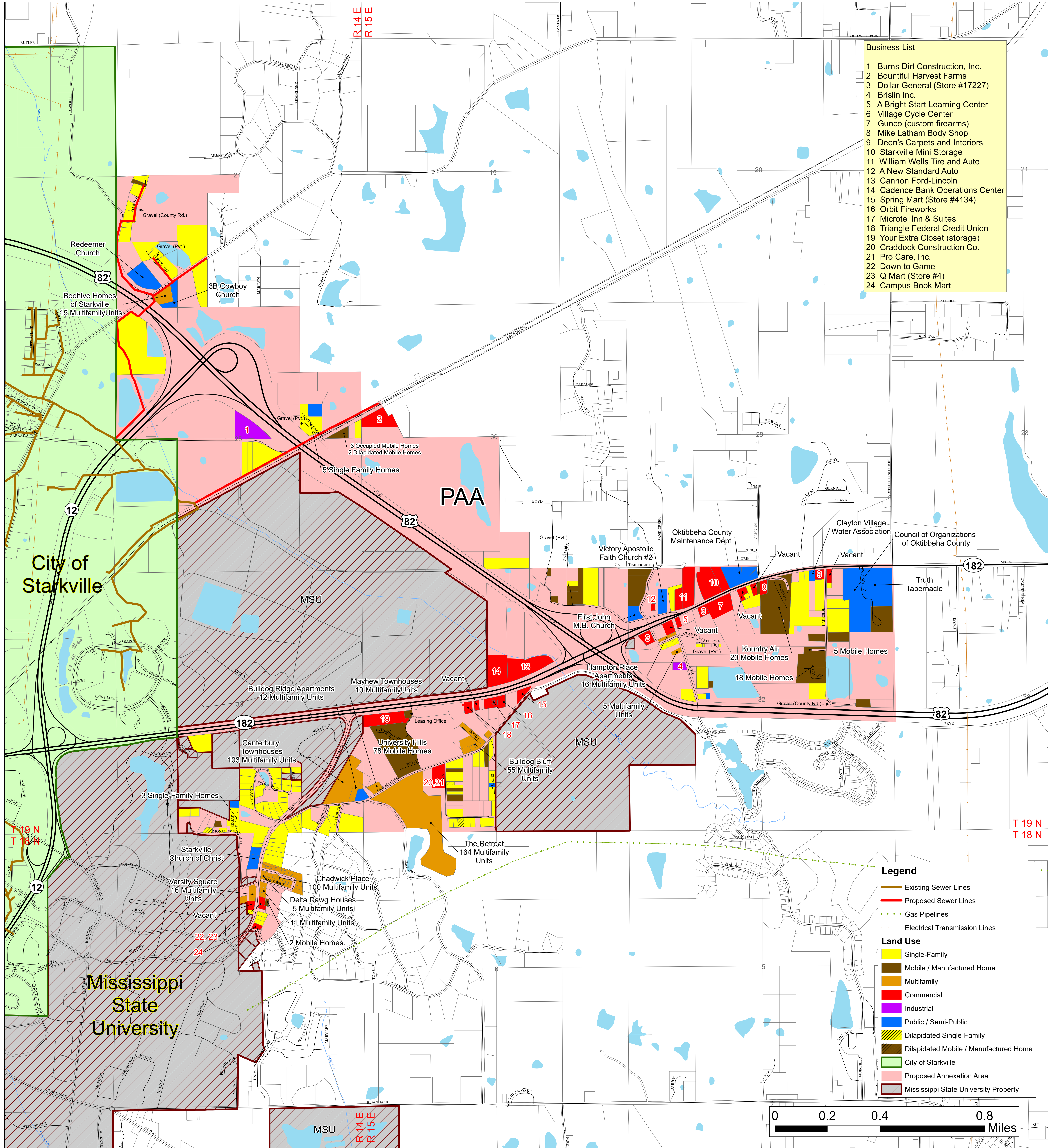
Preliminary Opinion of Probable Construction Cost

Annexation Sewer Extensions

2/23/2023

Description	Unit	Quantity	Unit Cost	Total Cost
8" SEWER MAIN	LF	12,000	\$100.00	\$1,200,000.00
MANHOLE	EA	30	\$7,000.00	\$210,000.00
ROAD BORES	EA	2	\$70,000.00	\$140,000.00

SUB TOTAL	\$1,550,000.00
CONTINGENCY (10%)	\$155,000.00
ENGR & SURVEY	\$387,500.00
TOTAL ESTIMATED COST	\$2,092,500.00



- Business List**
- 1 Burns Dirt Construction, Inc.
 - 2 Bountiful Harvest Farms
 - 3 Dollar General (Store #17227)
 - 4 Brislin Inc.
 - 5 A Bright Start Learning Center
 - 6 Village Cycle Center
 - 7 Gunco (custom firearms)
 - 8 Mike Latham Body Shop
 - 9 Deen's Carpets and Interiors
 - 10 Starkville Mini Storage
 - 11 William Wells Tire and Auto
 - 12 A New Standard Auto
 - 13 Cannon Ford-Lincoln
 - 14 Cadence Bank Operations Center
 - 15 Spring Mart (Store #4134)
 - 16 Orbit Fireworks
 - 17 Microtel Inn & Suites
 - 18 Triangle Federal Credit Union
 - 19 Your Extra Closet (storage)
 - 20 Craddock Construction Co.
 - 21 Pro Care, Inc.
 - 22 Down to Game
 - 23 Q Mart (Store #4)
 - 24 Campus Book Mart

SLAUGHTER & ASSOCIATES
URBAN PLANNING CONSULTANTS
POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

Proposed Sewer Plan Proposed Annexation Area City of Starkville, Mississippi

Source(s):
Mississippi Automated Resource Information System (MARIS)
US Census Bureau TIGER Line Files
Slaughter & Associates field survey conducted December 17, 2019
Starkville Utilities

Note: This map is accurate for planning purposes only
Date: March 10, 2020

22



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

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

SUBJECT: Request Approval of Accepting the Lowest Quote from Bakers Ready Mix & Construction for Widening Both of the Tarmac FBO Entrances in an amount not to exceed \$17,620.00 at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING:

Will file on Cares Act Grant: 016-515-730-670.

If not funded there, then will add an account to be funded by ending fund balance account.

FISCAL NOTE: Approved by the Airport Board on February 27, 2023

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Airport

DIRECTOR'S

AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve Accepting the Lowest Quote from Bakers Ready Mix & Construction for Widening Both of the Tarmac FBO Entrances in the amount of \$17,620.00 at George M. Bryan Field

11000 Hwy. 15 South
LOUISVILLE, MS 39339-3497



Phone: 662-773-8054
Fax: 662-779-0608

2-27-2023

To: Clearwater Consultants, Inc.

From: Baker's Ready Mix & Const., LLC

Subject: Bid on Starkville Airport (Tarmac Entrance)

Our price to dig out and install crusher run, form, pour and finish concrete per plans provided by Clearwater Consultants, Inc. Furnish all material and labor.

\$17,620.00

Thanks,

Billy Don Baker

Contractors Invoice

WORK PERFORMED AT:

TO:

GEORGE M BRYAN
TARMAC TAKEWAY
STARVILLIE AIRPORT

DATE

2/24/2023

YOUR WORK ORDER NO.

486 #

OUR BID NO.

326 #

DESCRIPTION OF WORK PERFORMED

REMOVE 88 YARDS OF DIRT IN AREA OF 792 FEET
AND HAUL AWAY. BRING IN CRUSH RUN STONE 68 YARDS
AND COMPACT IN AREA OF 792 FEET. CUT ASPHALT IN
ALL FILL AREA TO BE POURD AND TIE EXISTING CONCRETE.
FORM AND POUR 792 FEET CONCRETE 8" THICK WITH
4,000 PSI LIMESTONE CONCRETE. CUT EXPANSION JOINTS
PER PLAN TOTAL AMOUNT TO DO JOB: 20,300 ^{1/2}

MATERIALS COST: 10,500 ^{1/2}
LABOR COST: 9800 ^{1/2}

JOHN ROBY / ROBY CONCRETE
96 MLN JR DRIVE
EUPORA MS 39744
662-552-9030

[Signature] 2/24/2023

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of Twenty Thousand

Three Thousand Dollars ^{1/2} Dollars (\$ 20,300 ^{1/2})

This is a ☐ Partial ☐ Full invoice due and payable by:

Month

Day

Year

in accordance with our ☐ Agreement ☐ Proposal

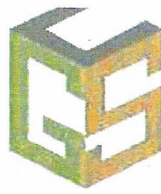
No.

Dated

Month

Day

Year



GROUNDSTONE
CONSTRUCTION

5227 Artesia Road
Starkville, MS 39759

February 27, 2023

QUOTE

PROJECT Starkville Airport – Tarmac Entrance Pavement
Starkville, Mississippi

I am pleased to provide you this quote for labor, materials and equipment to complete the following items of work on the above referenced project:

SCOPES OF WORK:

1. **Concrete Pavement:**

- Excavate and haul off existing sub-grade material per plans.
- Grade, shape and compact twenty-eight (28) inches of 610 limestone sub-base material.
- Furnish, place and tie rebar reinforcement per plans.
- Form and pour eight (8) inch thick steel reinforced concrete pavement and broom finish.
- Control and expansion joints per ACI standards.
- All concrete to be 4000 PSI.

PRICE: \$ 23,180.00 Lump Sum

NOTES:

Quote is Valid for 30 days.

Price does **NOT** include any professional service fees (i.e. architect, engineer, designer etc.)

Final payment will be based on measured in place quantities. (Est. Qty: 793 SF)

Mississippi Certificate of Responsibility: 22509-SC

Submitted by:
GroundStone Construction LLC.

Stuart Smith
Member Manger
C: (662) 418-5812

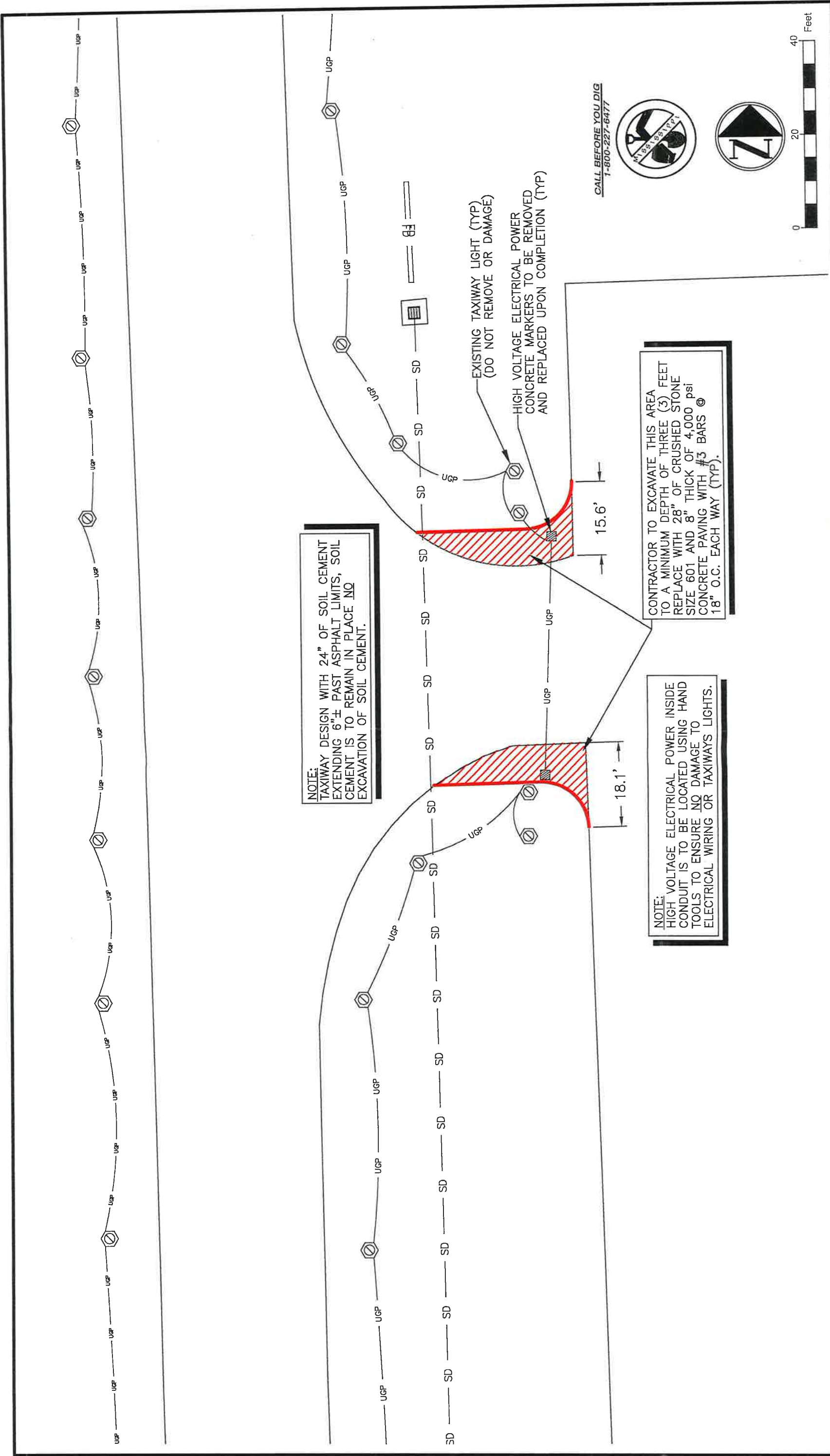
Accepted By:

(Signature)

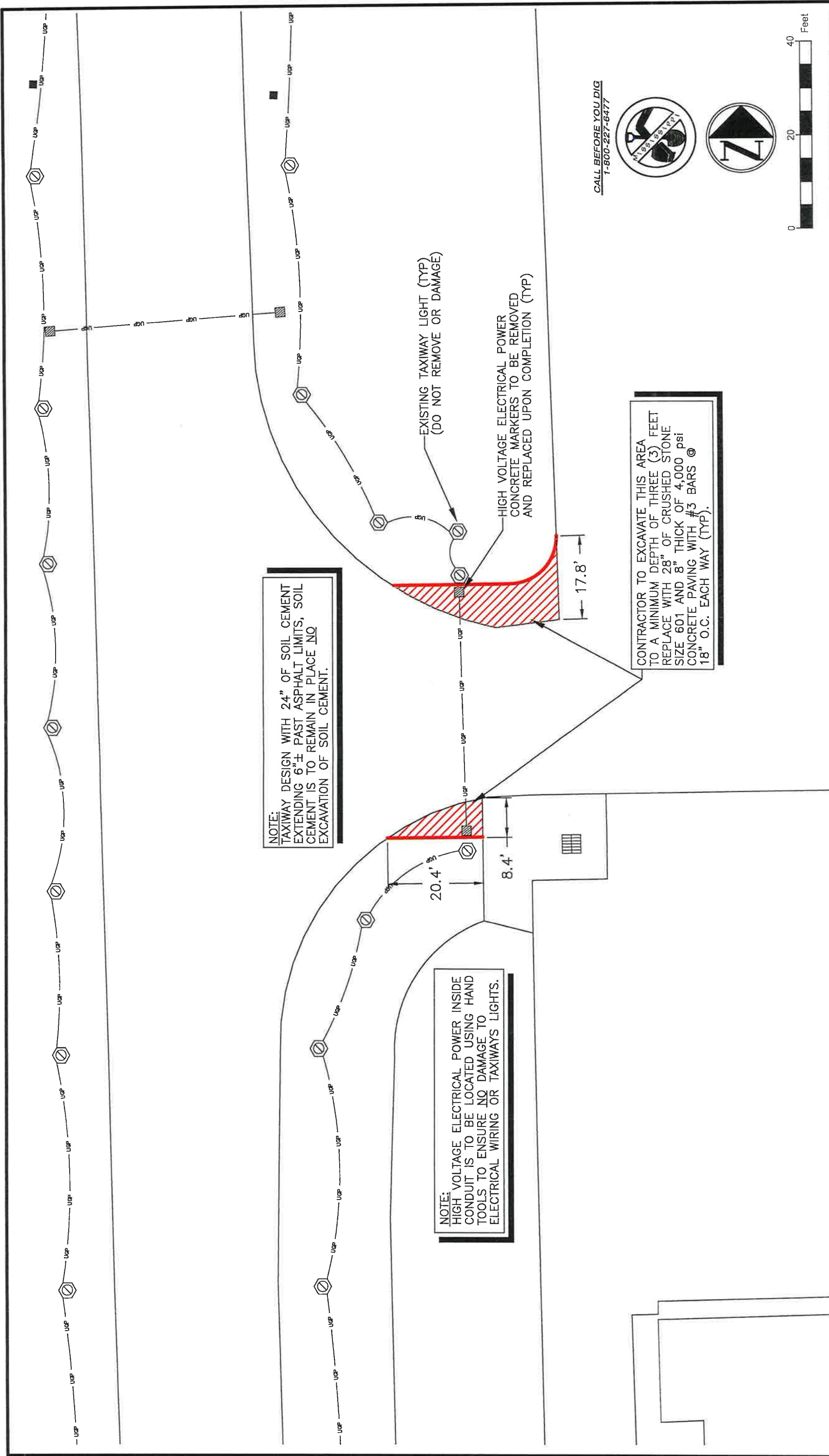
(Printed Name/Title)

(Date)

(Purchase Order Num.)



CLEARWATER CONSULTANTS, INC. STARKVILLE, MISSISSIPPI	TARMAC ENTRANCE NORTH		FIGURE 2
	SCALE: 1" = 20'	DATE: FEBRUARY 2023	



CLEARWATER CONSULTANTS, INC. STARKVILLE, MISSISSIPPI	GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI		SCALE: 1" = 20' DATE: FEBRUARY 2023	TARMAC ENTRANCE SOUTH	FIGURE 1



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

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

SUBJECT: Request Approval of Renewal of the Lease Agreement between the City of Starkville, MS and Circle S Aviation, LLC at 320 Airport Road on George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: Revenue Account 015-000-341-648

FISCAL NOTE: Approved by the Airport Board on February 27, 2023

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve Renewal of the Lease Agreement between the City of Starkville, MS and Circle S Aviation, LLC at 320 Airport Road on George M. Bryan Field

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
CIRCLE S AVIATION, LLC**

This Lease Agreement is entered into effective the day and date entered below by and between the **CITY OF STARKVILLE, MISSISSIPPI, "Lessor", and Circle S Aviation, LLC "Lessee"**.

WHEREAS, Lessor owns certain real property, consisting of a parcel more particularly depicted on Exhibit A (the "Leased Premises") located at the Starkville Municipal Airport, 320 Airport Road, Starkville, MS 39759; and

WHEREAS, Lessee desires to use the leased premises for flight training, aircraft maintenance and storing of aircraft; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee, upon all of the covenants and conditions contained herein including access thereto, the following portions of the Leased Premises: the hangar area (containing approximately 10,000 square feet), and the office, classroom, workshop, repair room and testing room consisting of approximately 1,456.51 square feet of the northern portion of the first floor, and the parking area designated on Exhibit A, but excluding the entire second floor, and excluding the southern interior area south of the hangar depicted in blue on Exhibit A. The Lessor reserves the right to have access to the southern portion of the building through the west, east and south existing doors. The northern doors, between the south bay and the hangar, are to be secured at all times on both sides of each door.

2. USE OF PREMISES. Lessee may use the Leased Premises for purposes customarily associated with flight training operations, aircraft maintenance and storing of aircraft and which are not excluded by this Lease. 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. 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.

3. TERM. The term of this lease shall run for **sixty (60) months**, commencing on **May 1, 2023**, **and continuing through April 30, 2028**, unless otherwise terminated as provided herein. Lessee may only terminate the Lease without cause during the last ninety (90) days of the 36-month term upon written notice to the Lessor.

4. RENT. The parties hereto agree that the rent for the Leased Premises during the term of the lease shall be \$1,500.00 per month, with the first payment due on the 1st day of **May, 2023**, and subsequent payments due on the 1st day of each month thereafter for **sixty (60) months**. The \$1,500.00 per month rent shall cover occupancy of the first floor office space and use of the common area and control over the 10,000+/- square foot hangar area with the right to hangar up to five (5) of the Circle S owned aircrafts provided that the area utilized does not exceed fifty percent (50%) of the usable hangar area. Lessee shall then utilize the remaining fifty percent (50%) of the hangar area for rental to outside third parties at a rate of not less than \$125.00 per month and shall remit all proceeds collected for third party rentals on a monthly basis to Lessor as additional rent in addition to the base rent of \$1,500.00 per month. Rent due for the first month shall be pro-rated as necessary. Rent shall be paid to the Starkville Bryan Field Airport, P.O. Box 1424, Starkville, MS 39760. In the event rent is not received within ten (10) business days after due date, Lessee agrees to pay a late charge of 5% of said Rent then due. If Lessee breaches this Lease or vacates the premises prior to expiration of the Lease, Lessor may accelerate the term of this Lease and declare all rents for the remaining term to be immediately due and payable. In addition, if the Lessee should vacate the Leased Premises, for any reason, prior to the expiration of the Lease, Lessee shall be liable to Lessor, in addition to all other damages and remedies arising from Lessee's breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the Leased Premises.

If the lease term commences mid-month, rent for that month shall be prorated to the first day of the subsequent month.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises. The Lessee shall be responsible for any utility late fees. In the event that a certain

public utility is necessary but not available on the Leased Premises, Lessor shall furnish, at Lessor's cost, said utility and all utilities necessary for the Lessee's use 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 flight training operations, aircraft maintenance and storing of aircraft, subject to the prior written approval of Lessor, which written approval 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.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, 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 as an airport hangar, reasonable wear and tear excepted. Lessor, at its own cost and expense, shall maintain, repair and make replacements of the following: roof, foundation, concrete floors, interior and exterior walls, windows, doors, and all HVAC, electrical, plumbing and other mechanical systems within and exclusively serving the Leased Premises. Lessee will promptly give Lessor written notice of any known defect or need for repairs, after which Lessor will have reasonable opportunity to make repairs or cure the defect.

8. JANITORIAL. Lessee shall be responsible for all janitorial and custodial services and for keeping the interior in a neat, clean and orderly condition and appearance.

9. INSURANCE AND INDEMNITY. Lessee agrees to maintain, and provide proof of said insurance to Lessor, at its own expense, 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 any one occurrence. Said insurance shall provide for contractual liability coverage to cover any and all of the obligations assumed herein. Said insurance shall name the City of Starkville as an additional insured and contain a waiver of subrogation in favor of the City of Starkville. Lessee agrees to provide proof of liability insurance to the Airport Director for any and all aircraft based, operated or maintained at Starkville Bryan Field. Lessee agrees to maintain worker's compensation insurance for its employees, as required by law.

Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against any and all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises office areas without Lessor's prior written consent, such consent not to be unreasonably withheld. Lessee may lease individual hangar spaces at the same rate as the FBO rates for aircraft per month, not to exceed the term of this lease.

11. NON-DISCRIMINATION. Lessee, for itself, its managers, members, employees, representatives, and successors in interest, as a part of the consideration for this Lease Agreement, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, executive orders and rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

12. 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.

13. 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 reserved 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.

14. 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, except on the Leased Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

15. 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, subject to Lessee's right to terminate the lease on thirty (30) days prior written notice if Lessee does not agree to such modifications or changes.

16. 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.

17. 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.

18. 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.

19. 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 and were caused solely by Lessee's actions or omissions, 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 generated by Lessee or used, stored or transported for Lessee's benefit. Lessee shall bear the expense of remediating any Waste caused by Lessee's actions or omissions 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.

20. DEFAULT. If Lessee should fail to pay rent or is otherwise in default of this lease by violation of any terms or provisions of this Agreement, Lessor shall have the right to evict Lessee and shall have any and all recourse against the Lessee provided by this Lease and by law, 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.

In the event that Lessor defaults under the terms of this Lease, Lessee shall give Lessor written notice specifying the nature of the default and Lessor shall have thirty (30) days after receipt of such notice to cure said default. Any default by Lessor which shall continue uncured shall give Lessee the right to terminate the Lease in addition to all available rights or remedies, in law or in equity.

21. 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 Starkville Municipal Airport grounds, unless such damages is the proximate result of the negligence or unlawful act of Lessor, its agents or employees.

22. 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.

23. 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 Lynn Spruill
110 West Main Street
Starkville, MS 39759

To Lessee: Circle S Aviation, LLC
904 Jordan Lane
Starkville, MS 39759

IN WITNESS WHEREOF, the parties have executed this by representatives duly authorized to do so
effective the _____ day of _____, 2023.

LESSEE

Circle S Aviation, LLC

BY: _____
ITS: _____

ATTEST:

BY: _____
ITS: _____

LESSOR

CITY OF STARKVILLE, MS

BY: _____
LYNN SPRUILL, Mayor

ATTEST:

LESA HARDIN, City Clerk



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Airport
AGENDA DATE: 3-7-23
PAGE: 1 of 1

SUBJECT: Request approval to accept a grant in the amount of \$4.5 million from the FAA Airport Terminal Bipartisan Infrastructure Law (BIL) Airport Funding Grant Program with a local match of up to 5%, pending receipt and review of documents.

AMOUNT & SOURCE OF FUNDING: 015-505-990-990 Ending Fund Balance
5% - \$225,000.00 if MDOT does not participate or 2.5% - \$112,500.00 if MDOT participates

**REQUESTING
DEPARTMENT:** Starkville Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln
Airport Director

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

STAFF RECOMMENDATION:

Move approval for the City of Starkville to accept a grant in the amount of \$4.5 million from the FAA Airport Terminal Bipartisan Infrastructure Law (BIL) Airport Funding Grant Program with a local match of up to 5%, pending receipt and review of documents.

FY2023 Airport Terminal Program Final Selections

February 27, 2023

State	City (Associated)	Airport Name	LOCID	Project Description	Amount Awarded
MO	St. Joseph	Rosecrans Memorial Airport	STJ	The City of St. Joseph owns the existing airport traffic control tower. This project reconstructs the existing tower to replace aging infrastructure, achieve compliance with ADA, improve energy efficiency, and relocates the tower above the 100-year flood stage.	\$4,500,000
MP	Saipan	Francisco C. Ada/Saipan International Airport	GSN	This project will fund the reconstruction of the commuter terminal access road including new signage and markings.	\$1,900,000
MS	Starkville	George M. Bryan Airport	STF	This award funds a portion of a project to construct a new 9,850 square feet passenger terminal and associated utilities for charter and business passengers.	\$4,500,000
MT	Kalispell	Glacier Park International Airport	GPI	This project funds a portion of a phased expansion and modernization of an outdated and undersized terminal building. This project will expand the existing terminal by adding a new gate, passenger screening space and restrooms; and increasing hold room space and the bag claim area.	\$7,300,000
NC	Asheville	Asheville Regional Airport	AVL	This award funds a portion of the airport's Terminal Modernization and Expansion Project (PHASE 1 - Terminal Construction). This project will replace the existing 61 year old terminal with new and expanded facility. It will expand the existing 115,000 square feet terminal with five gates to a 275,000 square feet terminal with twelve, Passenger Boarding Bridge equipped gates. The terminal modernization and expansion program is scheduled to be completed in three phases.	\$10,000,000
NC	Asheville	Asheville Regional Airport	AVL	This award funds a portion of the relocation and replacement of the existing 61 year old airport traffic control tower as part of the airport's terminal modernization and expansion program.	\$10,000,000
NC	Charlotte	Charlotte Douglas International Airport	CLT	This award funds a portion of the rehabilitation of the 120,000 square feet Concourse E, including updates to hold rooms, restrooms, and circulation areas. These updates will increase passenger capacity, meet ADA compliance, and enhance energy efficiency.	\$32,000,000
NC	New Bern	Coastal Carolina Regional Airport	EWN	This award funds a portion of terminal expansion and improvements to include the addition of two passenger boarding bridges, expansion of hold rooms, improvements to passenger and baggage screening and handling areas, and upgrades to facilitate the post 9/11 passenger and baggage screening requirements.	\$5,000,000



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

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

SUBJECT:

Discussion and consideration of FP 23-02 a request for Final Plat approval for “Lots 330 & 331 Greenbriar Subdivision” at 800 and 802 Greenbriar Street in an SD-2 zoning district with parcel numbers 106C-00-081.00 and 106C-00-082.00.

SUMMARY:

The applicants, Elizabeth Lynn and Stephen Alan Brandon, are requesting final plat approval for the “Lots 330 and 331 Greenbriar Subdivision”. The property is located at 800 and 802 Greenbriar Street in a SD-2 (Suburban Detached) zoning district. The gross acreage is +/- 1.10 with a total of one lot. The Development Review Committee reviewed the minor subdivision final plat on February 16, 2023.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of FP 23-02 a request for Final Plat approval for “Lots 330 & 331 Greenbriar Subdivision”.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
MAYOR AND BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759



STAFF REPORT

To: Mayor and Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject: Discussion and consideration of FP 23-02 a request for Final Plat approval for "Lots 330 & 331 Greenbriar Subdivision" at 800 and 802 Greenbriar Street in an SD-2 zoning district with parcel numbers 106C-00-081.00 and 106C-00-082.00.
Date: March 7, 2023

The purpose of this report is to provide information regarding the Final Plat request by Elizabeth Lynn and Stephen Alan Brandon for the "Lots 330 & 331 Greenbriar Subdivision" subdivision. Please see attachment 1- 4.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the minor subdivision final plat on February 16, 2023.

GENERAL INFORMATION

- The proposed subdivision is located at 800 and 802 Greenbriar Street in an SD-2 zoning district.
- The gross acreage is +/- 1.10 with only one lot.
- All easements and dedications are provided on the final plat.
- Street numbers have been previously assigned for construction permitting and utility assignments.
- Electrical service, potable water, and sanitary sewer will be provided by Starkville Utilities.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is part of a previously platted subdivision. The applicant owns both lots that are part of the subdivision. Therefore, the current owner is the only affected party and is listed as a signatory of the plat.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of minor final plat approval. One (1) paper copy and a digital copy of the approved final plat shall be retained in the Planning Department's files. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat is approved with condition(s) by the Board of Aldermen, the conditions shall run with the land and binding upon the applicants, their heirs, and/or successors.

- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION

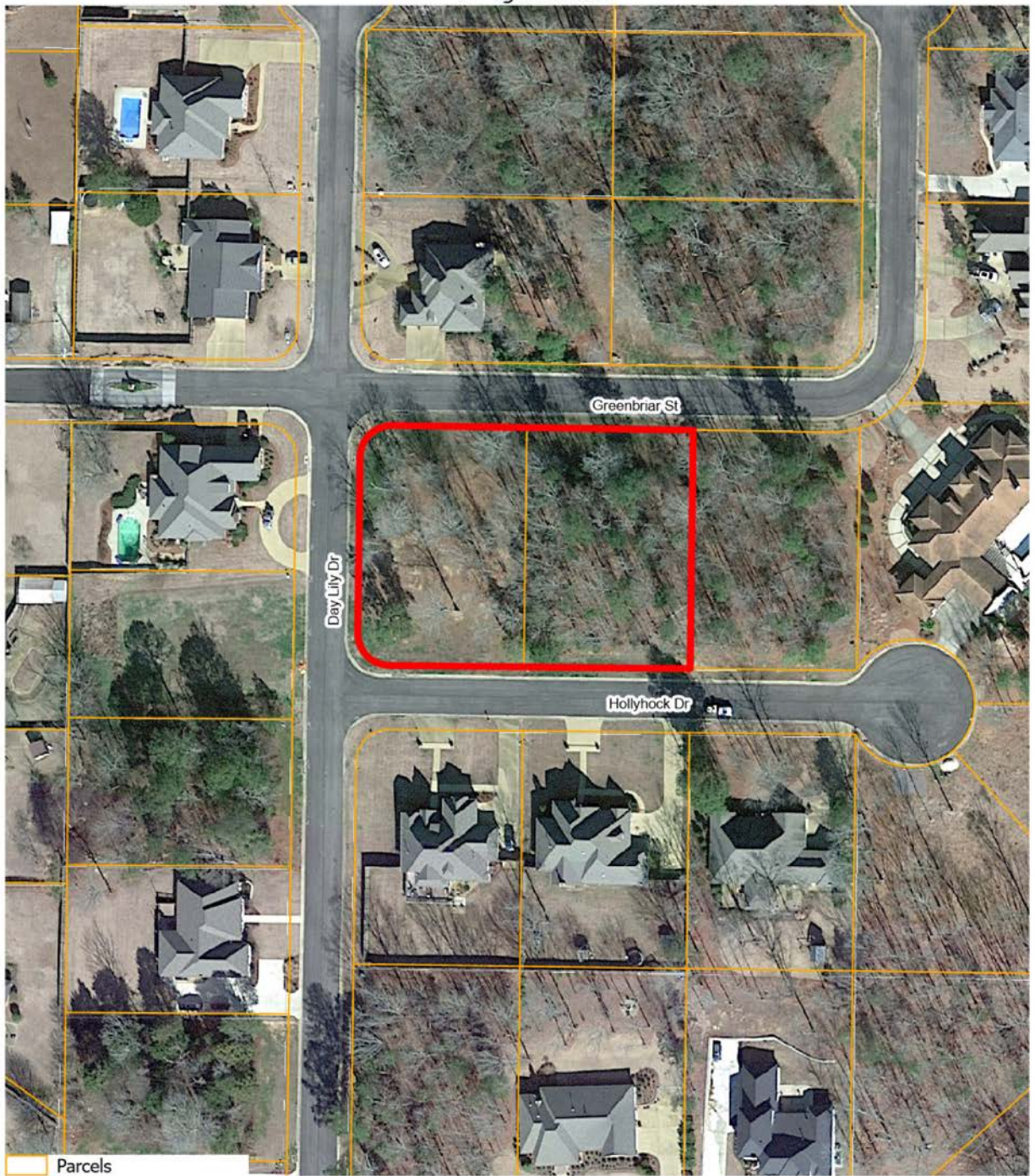
Below is information pertaining to a Residential Use in a SD-2 zoning district:

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	SD-2
A1 Lot size per unit in sq. ft (min.)	17500
A2 Lot width (min.)	100'
A3 Lot width at corner (min.)	100'
B. Principal Building Setbacks	
B1 Front setback	30' or infill standards
B. Principal Building Setbacks (cont.)	
B2 Side setback (min.)	10' or infill standards
B3 Side setback corner lot (min.)	30'
B4 Rear setback (min.)	25'
B5 Rear setback adjacent to street or alley (min.)	30'
C. Accessory Dwelling Unit/Structure Setbacks	
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	30'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	20'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	
D1 From primary street	See infill standards
E. Height	
E1 Principal building(s) (max)	35', 2.5 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	
F1 Street-facing primary entrance along street	yes

CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision.

Attachment 1
FP 23-02 Aerial

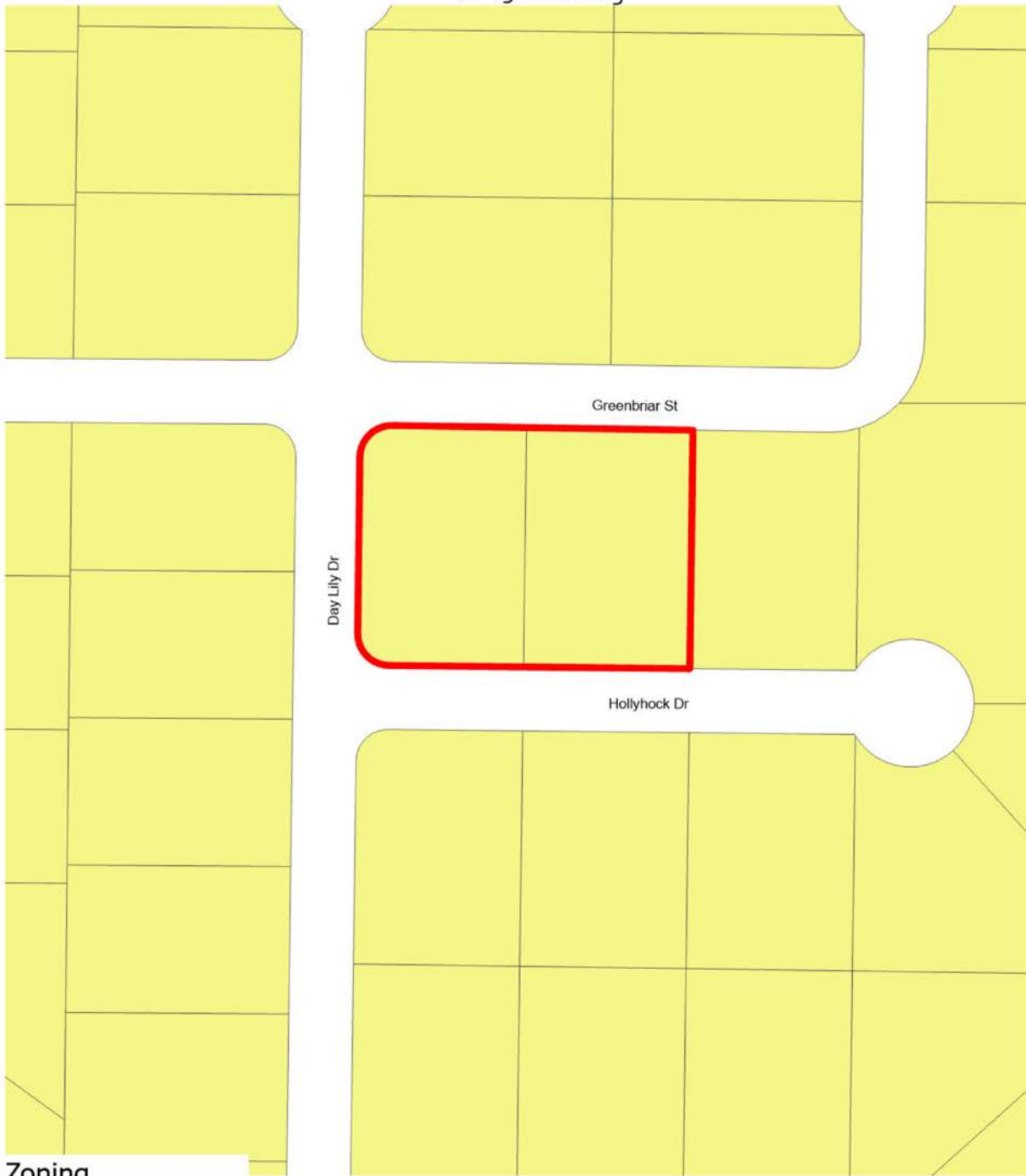


Parcels
Subject Property

0 100 200 400 Feet



Attachment 2
FP 23-02 Zoning



Zoning

Zoning

SD-2 Suburban
Detached

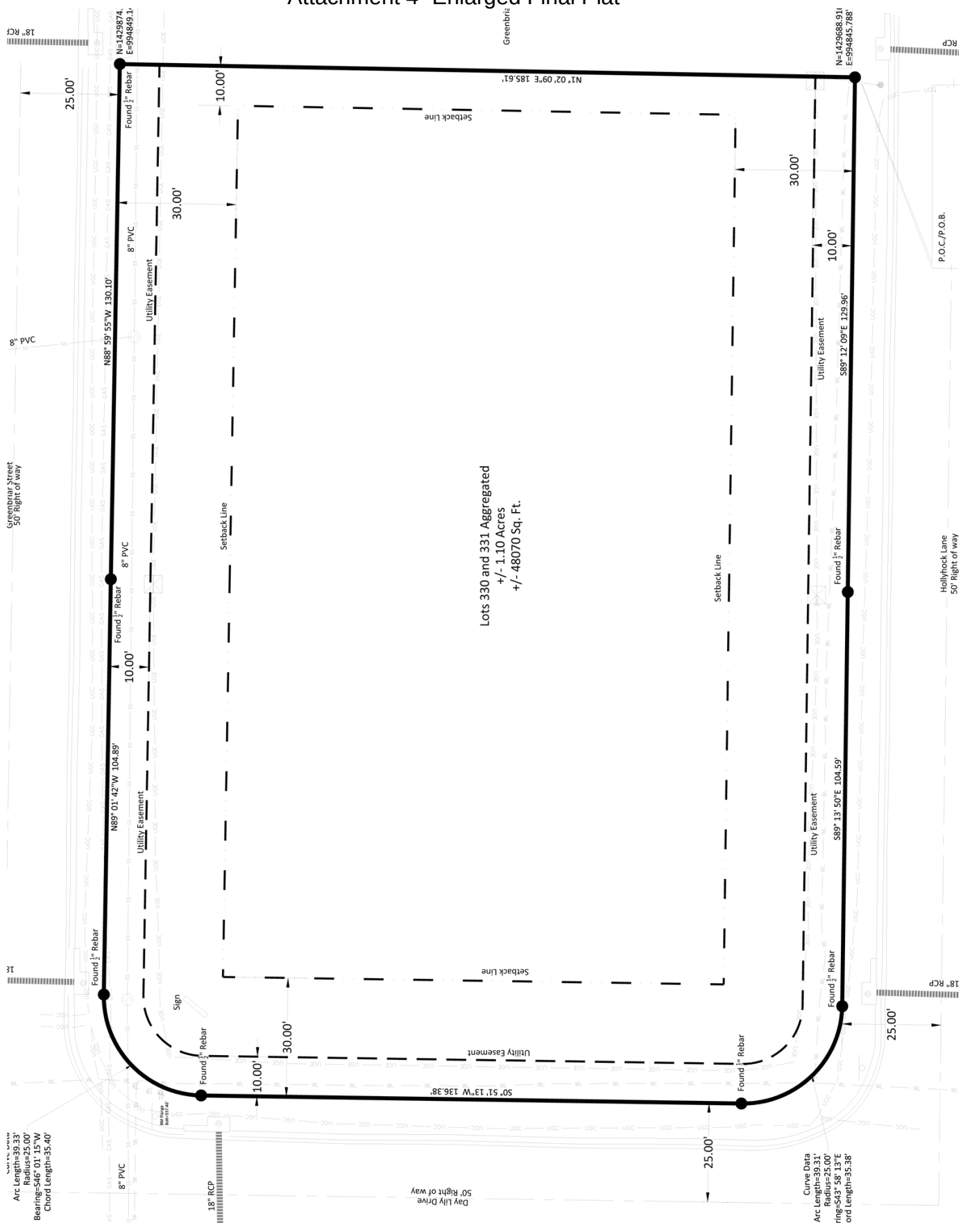
Subject Property

200 400 Feet



[illegible]

Attachment 4- Enlarged Final Plat





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 7, 2023
PAGE: Page 1 of 4

SUBJECT:

Discussion and consideration of the award to the sole proposal, Jackson State University Margaret Walker Center, in the amount of \$10,000.00 for the creation of a Starkville Historic Civil Rights Sites Brochure.

SUMMARY:

001-190-607-605 The City of Starkville was awarded a grant from the MS Dept of History and Archives which will cover 50% of the cost of the project. The \$5,000 match is budgeted.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of the award to the sole proposal received, Jackson State University Margaret Walker Center, in the amount of \$10,000.00 for the creation of a Starkville Historic Civil Rights Sites Brochure.



February 27, 2023

Robert Luckett, PhD
Jackson State University
Director, Margaret Walker Center
Professor, Department of History
601.979.3935
robert.luckett@jsums.edu

Lesa Hardin
City Clerk/CFO
City of Starkville
110 W Main Street
Starkville, MS 39759

Dear Mrs. Hardin:

See below for a proposal for RFP 23-01 for the Margaret Walker Center at Jackson State to work on the project the creation and publication of a brochure about civil rights sites in Starkville.

Starkville Historic Civil Rights Sites Brochure

Based on 12-panel, folds to 4" x 7". Flat size: 24" x 7"

Accordion-style brochure, Quantity: 250

Digital files for website upload

2023 Target Dates

March 7	Purchasing Decision and Approval to proceed.
March 31	Finalize format and obtain print estimates
May 5	Content to Flynn Design (10 sites identified by City of Starkville, final Word document format, locations, Photography, logos)
May 31	Concept design presentation
June 16	Design presentation
June 30	Design approval, prep files for printer and PDF web version
July 14	Files to printer
August 1	Deliver

Total Project Budget: \$10,000

\$5,500	Design & print supervision/coordination
\$1,250	Project coordination/editing
\$1,250	Copywriting
\$500	Print costs (Q250, does not include mail handling/postage)
\$1,500	Photography (10 sites, 1-day rate + usage rights)

Team

Designer/production supervision:	Heidi Flynn Barnett, Flynn Design
Project coordinator/editor:	Robby Luckett, Margaret Walker Center
Content writer/consultant:	Charles Tucker, Equity Consultant
City of Starkville:	Lyle McCaskey, Assistant City Planner
Photographer:	TBD

We are happy to amend any part of this and look forward to working with you.

Sincerely,

Robert Luckett, PhD

**REQUEST FOR PROPOSAL
CREATION AND PUBLICATION OF A BROCHURE
FOR THE
CITY OF STARKVILLE
STARKVILLE, MS 39759**

To: All Interested Bidders

You are invited to submit a formal proposal (bid) to design and publish a Starkville Historic Civil Rights Sites Brochure for the City of Starkville, Starkville MS, in accordance with the required General Conditions and Specifications. Please submit by mail or hand delivery to the address below or email RFP to bids@cityofstarkville.org.

Additional information may be located on the City of Starkville website: www.cityofstarkville.org

Schedule of Events	Event	Date
Request for Proposal issued		February 14, 2023
RFPs due to the City Clerk		Tuesday, February 28, 2023 by 9:00 AM
Purchasing Decision		Tuesday, March 7, 2023

All proposals to this RFP must be submitted to and received, as indicated below:

Contact name:	Lesa Hardin
Mailing Address:	City Clerk / CFO 110 West Main Street Starkville MS 39759 662-323-2525 x3117
Email Address:	bids@cityofstarkville.org
Due Date:	Tuesday, February 28, 2023 by 9:00 AM

The City of Starkville reserves the right to reject any and all proposals submitted.

These proposals are not considered public record and may not be viewed by other bidders until after decision is made. A Register of Proposals must be maintained in the Starkville City Clerk's office and available to the public. Bids received after the above-listed date and time will not be accepted. Bid responses **will not** be accepted via fax. The proposal submitter shall bear all associated costs.

GENERAL CONDITIONS

1. The total cost of the project may not exceed \$10,000. This includes the planning, design, and printing of the brochure. The use of funds must be in line with the standards set forth by the Mississippi Department of Archives and History grant funding.

2. Content placed in the brochure shall be derived from the “Architectural Survey of the Historic African American Resources in Starkville, Mississippi 2022”. A copy of this survey can be located on the City of Starkville website under the Planning Department.
3. Applicants must abide by the standards and deadlines set by the Mississippi Department of Archives and History Certified Local Government (CLG) Grant Manual and Application Forms.
4. Applicants must have prior professional experience in the creation and publication of historical documents and be able to demonstrate their work. For example, if person A is a historian (even with a degree in history) and offers to write the text, for the in-kind match to be considered, he or she needs to have written a similar text and received payment for his/her service.
5. Applicant is responsible for the printing of the final approved brochure based on the following standards. Any changes of these standards must be made in writing and approved by an official with the City of Starkville Planning Department.
 - a. Based on 12-panel, folds to 4” x 7”. Flat size: 24” x 7”
 - b. Accordion-style brochure,
 - c. Quantity: 250

Further information can be requested from the City of Starkville Planning Department.

Lyle McCaskey
Assistant City Planner
l.mecaskey@cityofstarkville.org
(662) 323-2525 Ext. 3130

Daniel Havelin
City Planner
d.havelin@cityofstarkville.org
(662) 323-2525 Ext. 3136



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 03/07/2023
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 March 07, 2023 is \$2,539,85.03
Of which the claims amount for Starkville Utilities is \$1,240,078.93.

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 March 1, 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 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-000-054-205	1,198.72
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	001-000-053-206	64.76
EAST MS WHOLESALE FOODS	09255140	02/14/2023	DINNER FOR FIREFIGHTERS ANNUAL MEETING	001-000-160-697	224.89
KRONOS	1202074	02/15/2023	PAYROLL SERVICE	001-000-054-205	944.00
COPY COW	45133	02/17/2023	150 BROCHURES & ONE BANNER STAND	001-000-160-697	505.99
Outstanding Total:					2,938.36
Paid					
SANSOM EQUIPMENT COMPANY, INC	E00282	02/17/2023	BRUSH HAWG C MODEL & 22 FREIGHTLINER M2 CHASSIS	001-000-025-125	189,750.00
DISTRICT ATTORNEY'S OFFICE*	INV0036011	02/17/2023	CHRIS HARRIS/KELVIN HARRIS	001-000-334-126	2,836.00
CHANCE LOWE	INV0036012	02/17/2023	AFLAC REIMBURSEMENT	001-000-118-790	26.92
COLBY HOLLY	INV0036013	02/17/2023	OVER PAYMENT	001-000-149-691	30.75
VOLLOR LAW FIRM	INV0036026	02/24/2023	CHRIS HARRIS TO VOLLOR LAW FIRM	001-000-120-618	6,500.00
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0036027	02/24/2023	JANUARY 2023 TAXES COLLECTED	001-000-200-084	3,107.14
Paid Total:					202,250.81
Department 000 - UNDESIGNATED Total:					205,189.17
Department: 005 - MISSING DESCRIPTION FOR DEPT - 005					
Outstanding					
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	001-005-054-208	113.33
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036002	02/07/2023	MONTHLY USAGE	001-005-054-208	193.72
CANON FINANCIAL SERVICES, INC	29987879	02/09/2023	COPIER USAGE	001-005-054-208	450.66
ATMOS ENERGY	INV0036040	02/21/2023	MONTHLY USAGE	001-005-054-208	311.84
FUELMAN / FLEETCOR	NP63886351	02/27/2023	FUEL CHARGES 2.20.23-2.26.23	001-005-054-208	43.48
Outstanding Total:					1,113.03
Department 005 - MISSING DESCRIPTION FOR DEPT - 005 Total:					1,113.03
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	001-100-604-330	172.38
CADENCE /ELAN VISA	INV0036053	01/25/2023	MML HOTEL DEPOSIT	001-100-610-350	206.08
CADENCE /ELAN VISA	INV0036052	01/26/2023	MML HOTEL DEPOSIT	001-100-610-350	194.88
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-100-604-330	77.34
Outstanding Total:					650.68
Department 100 - BOARD OF ALDERMEN Total:					650.68
Department: 110 - MUNICIPAL COURT					
Outstanding					
AMAZON CAPITAL SERVICES, INC.	1YN7-DW49-TW37	09/09/2022	MOBILE FILE CABINET	001-110-501-200	75.99
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-110-604-330	77.34
CANON FINANCIAL SERVICES, INC	29987884	02/09/2023	COPIER USAGE	001-110-604-330	120.29
CANON FINANCIAL SERVICES, INC	29987888	02/09/2023	COPIER USAGE	001-110-604-330	104.18
SULLIVAN'S OFFICE SUPPLY, INC.	79280	02/10/2023	COPY PAPER AND PEN	001-110-501-200	75.20

CLAIMS DOCKET

Post Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VANYETTA HOLMES	INV0036032	02/18/2023	CONTRACT LABOR	001-110-600-301	74.00
QUADIENT LEASING USA, INC.	N9827572	02/23/2023	RECURRING LEASE FEES	001-110-604-330	54.41
Outstanding Total:					581.41
Paid					
SCOTTIE THOMAS	INV0036015	02/17/2023	COURT OBLIGATIONS AND TRAVEL	001-110-600-301	325.00
MONTGOMERY					
CAMERON BELL	INV0036016	02/17/2023	COURT OBLIGATIONS	001-110-600-301	100.00
JEREMY FORTNEY	INV0036017	02/17/2023	COURT OBLIGATIONS	001-110-600-301	100.00
Paid Total:					525.00
Department 110 - MUNICIPAL COURT Total:					1,106.41
Department: 120 - MAYORS OFFICE					
Outstanding					
CADENCE /ELAN VISA	INV0036051	01/26/2023	MML HOTEL DEPOSIT	001-120-610-350	194.88
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-120-604-330	77.34
CANON FINANCIAL SERVICES, INC	29987887	02/09/2023	COPIER USAGE	001-120-604-330	83.36
PETTY CASH VOUCHERS	INV0036021	02/21/2023	ALDERMAN DRINKS	001-120-503-202	25.65
QUADIENT LEASING USA, INC.	N9827572	02/23/2023	RECURRING LEASE FEES	001-120-604-330	54.37
Outstanding Total:					435.60
Paid					
MS MUNICIPAL LEAGUE	35979-1	02/24/2023	YOUTH SUMMIT (7)	001-120-600-340	350.00
Paid Total:					350.00
Department 120 - MAYORS OFFICE Total:					785.60
Department: 123 - IT					
Outstanding					
NEXTSTEP INNOVATION	NS122893	10/13/2022	DELL SWITCHES WARRANTY RENEWAL	001-123-630-400	1,595.00
AMAZON CAPITAL SERVICES, INC.	1RTX-1QW3-J616	12/16/2022	SCANNER ROLLER KIT	001-123-501-200	43.99
CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	001-123-604-330	86.13
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-123-604-330	77.34
SADA SYSTEMS	INV187921	01/31/2023	GSUITE LICENSES	001-123-604-330	330.00
CANON FINANCIAL SERVICES, INC	29987878	02/09/2023	COPIER USAGE	001-123-604-330	96.81
BACKSTAGE MUSIC	324990	02/17/2023	BOARDROOM AV EQUIPMENT	001-123-918-805	1,398.00
CIVICPLUS	252992	02/21/2023	ANNUAL FEE RENEWAL	001-123-600-300	7,998.31
SECURITY SOLUTIONS	4550	02/28/2023	TRAFFIC CAMERA	001-123-918-805	4,320.05
SECURITY SOLUTIONS	4551	02/28/2023	TRAFFIC CAMERA	001-123-918-805	4,320.05
MAXXSOUTH BROADBAND	INV0036050	02/28/2023	MONTHLY BILL	001-123-918-806	40.00
Outstanding Total:					20,305.68
Department 123 - IT Total:					20,305.68
Department: 142 - CITY CLERKS OFFICE					
Paid					
U.S. BANK	02222023-01	02/24/2023	CUSTODY AGREEMENT U.S. BANK TRUST COMPANY	001-142-600-338	2,500.00
Paid Total:					2,500.00
Department 142 - CITY CLERKS OFFICE Total:					2,500.00
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	001-145-604-330	47.59
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-145-604-330	77.34
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	001-145-604-330	16.19
CANON FINANCIAL SERVICES, INC	29987877	02/09/2023	COPIER USAGE	001-145-604-330	444.11
CANON FINANCIAL SERVICES, INC	29987884	02/09/2023	COPIER USAGE	001-145-604-330	120.28
FEDEX	9-645-25585	02/15/2023	LATE FEE	001-145-691-550	2.65

CLAIMS DOCKET

Post Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LISA LEMASTERS	INV0036036	02/17/2023	REIMBURSE MEALS FOR CLERK TRAINING	001-145-610-350	57.67
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0036031	02/21/2023	CMC PROGRAM CINDY PERKINS	001-145-610-350	200.00
QUADIENT LEASING USA, INC.	N9827572	02/23/2023	RECURRING LEASE FEES	001-145-604-330	54.37
Outstanding Total:					1,020.20
Department 145 - OTHER ADMINISTRATIVE Total:					1,020.20

Department: 169 - LEGAL

Outstanding

STARKVILLE DAILY NEWS	300237611	02/03/2023	VA 23-01	001-169-615-342	52.32
Outstanding Total:					52.32
Department 169 - LEGAL Total:					52.32

Department: 180 - HUMAN RESOURCES

Outstanding

CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	001-180-604-330	51.80
FEDEX	8-025-61124	02/01/2023	PAYROLL	001-180-691-505	67.94
CANON FINANCIAL SERVICES, INC	29987878	02/09/2023	COPIER USAGE	001-180-604-330	96.80
CLINIC AT ELM LAKE, THE	35350	02/13/2023	DRUG SCREEN	001-180-600-320	30.00
KRONOS	1202074	02/15/2023	PAYROLL SERVICE	001-180-691-505	2,832.00
CLINIC AT ELM LAKE, THE	35372	02/15/2023	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	35438	02/21/2023	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	35457	02/22/2023	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	35458	02/22/2023	DRUG SCREEN	001-180-600-320	30.00
FEDEX	8-047-20230	02/22/2023	PAYROLL	001-180-691-505	100.23
CLINIC AT ELM LAKE, THE	35477	02/23/2023	DRUG SCREENING	001-180-600-320	60.00
QUADIENT LEASING USA, INC.	N9827572	02/23/2023	RECURRING LEASE FEES	001-180-604-330	54.37
Outstanding Total:					3,413.14
Department 180 - HUMAN RESOURCES Total:					3,413.14

Department: 190 - CITY PLANNER

Outstanding

CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	001-190-604-330	476.89
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-190-604-330	77.33
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	001-190-604-330	16.19
CANON FINANCIAL SERVICES, INC	29987887	02/09/2023	COPIER USAGE	001-190-604-330	83.36
GOLDEN TRIANGLE PLANNING & DEV. INC	1027022023	02/15/2023	E911 ADDRESSING AND TRAVEL EXPENSE	001-190-600-300	72.21
STARKVILLE DAILY NEWS	300237668	02/21/2023	RFP- HP GRANT BROCHURE	001-190-607-605	118.20
QUADIENT LEASING USA, INC.	N9827572	02/23/2023	RECURRING LEASE FEES	001-190-604-330	54.37
Outstanding Total:					898.55
Department 190 - CITY PLANNER Total:					898.55

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

STARKVILLE UTILITIES	INV0036001	02/12/2023	MONTHLY USAGE	001-192-625-380	2,421.65
CINTAS	4146428208	02/14/2023	SUPPLIES	001-192-510-220	12.62
CINTAS	4146428332	02/14/2023	SUPPLIES	001-192-510-220	37.22
ATMOS ENERGY	INV0036038	02/16/2023	MONTHLY USAGE	001-192-625-380	1,389.05
FUELMAN / FLEETCOR	NP63857225	02/20/2023	FUEL CHARGES 2.13.23-2.19.23	001-192-510-204	25.97
CINTAS	4147143758	02/21/2023	SUPPLIES	001-192-510-220	37.22
CINTAS	4147143769	02/21/2023	SUPPLIES	001-192-510-220	12.62
R&M TIRES	1143521	02/23/2023	OIL CHANGE FOR THE KICKS	001-192-510-204	67.45
JAN-PRO OF MS	872624	02/27/2023	JANITORIAL FEE FOR MARCH	001-192-600-338	1,619.00
Outstanding Total:					5,622.80
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					5,622.80

CLAIMS DOCKET

Post Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
STARKVILLE AREA ARTS COUNCIL	INV0036018	01/31/2023	ANNUAL CONTRIBUTION	001-195-702-506	2,625.00
HERITAGE MUSEUM	INV0036019	01/31/2023	ANNUAL CONTRIBUTION	001-195-951-969	2,500.00
MS STATE UNIVERSITY AGRICENTER	INV0036020	01/31/2023	QUARTERLY CONTRIBUTION	001-195-625-380	6,250.00
Outstanding Total:					11,375.00
Paid					
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0036005	02/17/2023	QUARTERLY CONTRIBUTION	001-195-951-955	46,250.00
STARKVILLE/OKTIBBEHA LIBRARY	INV0036006	02/17/2023	QUARTERLY CONTRIBUTION	001-195-900-802	68,750.00
Paid Total:					115,000.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					126,375.00
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
CADENCE /ELAN VISA	182209	02/24/2023	ROLL BAG UNIVERSAL FIT & DISPENSER	001-196-691-550	242.92
Outstanding Total:					242.92
Department 196 - CEMETERY ADMINISTRATION Total:					242.92
Department: 197 - ENGINEERING					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-197-604-330	77.33
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	001-197-690-450	32.38
CANON FINANCIAL SERVICES, INC	29987887	02/09/2023	COPIER USAGE	001-197-604-330	83.36
QUADIENT LEASING USA, INC.	N9827572	02/23/2023	RECURRING LEASE FEES	001-197-604-330	54.37
Outstanding Total:					247.44
Department 197 - ENGINEERING Total:					247.44
Department: 201 - POLICE DEPARTMENT					
Outstanding					
AMAZON CAPITAL SERVICES, INC.	1D3C-QYTP-KY9C	12/11/2022	6 BOXES DISPOSABLE NITRILE GLOVES	001-201-556-251	61.86
321 CUSTOMS, LLC	192	12/12/2022	DARE LIGHT CONTROL BOX	001-201-630-360	299.00
GRAPHIC TICKETS & SYSTEMS	007365	12/15/2022	2 PART HANDWRITTEN TICKET BOOKS W/ORANGE ENVELOPES	001-201-556-251	678.75
CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	001-201-604-330	2,150.00
AT&T MOBILITY	287308925437X02052023	01/27/2023	MONTHLY USAGE	001-201-604-330	2,050.47
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-201-604-330	347.33
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-201-604-330	77.33
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	001-201-690-450	534.27
CADENCE /ELAN VISA	INV0036033	02/03/2023	ROOM FOR A NASH FOR TRAINING	001-201-690-552	579.30
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036002	02/07/2023	MONTHLY USAGE	001-201-625-380	107.89
BRISLIN, INC	230171	02/09/2023	MAINTENANCE REST THE FREEE STAT	001-201-630-426	302.00
CANON FINANCIAL SERVICES, INC	29987882	02/09/2023	COPIER USAGE	001-201-635-369	400.00
CANON FINANCIAL SERVICES, INC	29987883	02/09/2023	COPIER USAGE	001-201-635-369	63.91
CANON FINANCIAL SERVICES, INC	29987885	02/09/2023	COPIER USAGE	001-201-635-369	286.29
CANON FINANCIAL SERVICES, INC	29987886	02/09/2023	COPIER USAGE	001-201-604-330	95.55
STARKVILLE UTILITIES	INV0036001	02/12/2023	MONTHLY USAGE	001-201-625-380	3,267.43
SIRCHIE COMMAND EVERY SCENE	0578153-IN	02/13/2023	BLUEMAXX RECHARGEABLE LED 110 FOR CSI	001-201-556-251	1,384.90

CLAIMS DOCKET

Post Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE FAMILY PRACTICE	INV0036042	02/13/2023	MEDICAL EXPENSE CITY PRISONER	001-201-541-240	175.00
STARKVILLE FAMILY PRACTICE	INV0036043	02/13/2023	PRISONER MEDICAL EXPENSE	001-201-541-240	150.00
STARKVILLE FAMILY PRACTICE	INV0036044	02/13/2023	MEDICAL EXPENSE FOR PRISONER	001-201-541-240	345.00
LOWE'S-POLICE	01034	02/14/2023	5 GAL BUCKET W/LID,SCREWS,GLUE,WOOD,SLEDGE	001-201-545-238	163.12
GTPDD PHARMACY	021423	02/14/2023	MEDICINE FOR PRISONER D JONES	001-201-541-240	15.59
AMAZON CAPITAL SERVICES, INC.	1C7M-HLCX-6F93	02/14/2023	ARISAKA DEFENSE OFFSET SCOUT MOUNT, UNITY TACTICAL	001-201-556-251	164.00
MID-SOUTH UNIFORM & SUPPLY, INC	636734	02/14/2023	UNIFORMS	001-201-535-233	1,444.01
AT&T-NCIC MONITOR LINE	INV0036029	02/14/2023	MONTHLY NCIC MONITORING	001-201-604-330	42.33
GRAPHIC TICKETS & SYSTEMS	007475	02/15/2023	2 PART HANDWRITTEN TICKET BOOKS W/ORANGE ENVELOPES	001-201-556-251	823.20
BOOK MART & CAFE	1	02/15/2023	BOOKS	001-201-690-552	4,240.00
PRECISION DELTA CORPORATION	26234	02/15/2023	SWAT COMPETITION TRAINING	001-201-690-552	3,295.45
R&M TIRES	1143401	02/16/2023	VIN#9661 FROT BRAKE PADS AND ROTORS	001-201-630-360	865.98
IVY AUTO PARTS, LLC.	702757	02/16/2023	TIE DOWN STRAPS	001-201-556-251	67.98
WALMART- CAPITAL ONE	842484	02/16/2023	STORAGE BOXES,MONITOR STAND, LYSOL,ETC	001-201-501-200	247.39
ATMOS ENERGY	INV0036038	02/16/2023	MONTHLY USAGE	001-201-625-380	53.85
IVY AUTO PARTS, LLC.	702870	02/17/2023	ANTIFREEZE & HOOD LIFT SUPPORT	001-201-630-360	66.73
WATERMARK PRINTERS LLC	15520	02/18/2023	1000 BUSINESS CARDS L UPCHURCH	001-201-501-200	169.00
AMAZON CAPITAL SERVICES, INC.	17RH-TKXV-MQXC	02/20/2023	24 PCS SPRAY BOTTLES	001-201-545-238	8.99
NEWELL PAPER COMPANY	3153631	02/20/2023	JANITORIAL SUPPLIES	001-201-555-208	476.54
FUELMAN / FLEETCOR	NP63857225	02/20/2023	FUEL CHARGES 2.13.23-2.19.23	001-201-525-231	3,464.70
CLIMATECH HVAC, LLC	1042	02/21/2023	REPAIR TO EVIDENCE ROOM REFRIGERATOR	001-201-600-300	410.00
R&M TIRES	1143443	02/21/2023	VIN#5179 OIL CHANGE	001-201-630-360	84.45
ARMY NAVY PAWN SHOP	22123A	02/21/2023	TAC BOOTS & TAC PANT	001-201-535-233	145.00
OKTIBBEHA COUNTY COOPERATIVE	865302	02/21/2023	FIRING RANGE SUPPLIES	001-201-545-238	269.50
R&M TIRES	1143491	02/22/2023	VIN#7161 4 TIRES, ALIGNMENT & BALANCE	001-201-630-360	803.15
R&M TIRES	1143495	02/22/2023	VIN#7159 TURN ROTORS	001-201-630-360	100.00
AMAZON CAPITAL SERVICES, INC.	194W-VWTG-1V71	02/22/2023	SECURITY CABLE LOCKS,PADLOCKS,GUN CLEANING KIT	001-201-545-238	203.74
TRI-STARR MUFFLER & BRAKES	233802	02/22/2023	VIN#5931 OIL CHANGE	001-201-630-360	56.95
WALMART- CAPITAL ONE	535323	02/22/2023	STAPLERS, BATTERIES, SEAGATE 1 TB EXTERNAL HARDDRI	001-201-501-200	96.81
WELDING WORKS LLC, THE	INV0036035	02/22/2023	REBUILD MOTORCYCLE TRAILER & 3 NEW TIRES	001-201-630-360	950.00
COTTAGES AT KIRKWOOD	1	02/23/2023	ROOM FOR JOHN PEARSON 2/26-3/3 3/5-3/10	001-201-690-552	980.00
R&M TIRES	1143513	02/23/2023	VIN#6037 REPAIR FLAT TIRE	001-201-630-360	25.00
COPY COW	45803	02/23/2023	LAMINATED 40 ORANGE CARDS	001-201-501-200	79.20
QUADIENT LEASING USA, INC.	N9827572	02/23/2023	RECURRING LEASE FEES	001-201-604-330	54.37
R&M TIRES	1143542	02/24/2023	VIN#3011 OIL CHANGE	001-201-630-360	84.45
AMAZON CAPITAL SERVICES, INC.	1C7T-FHKN-JR36	02/24/2023	SAFETY TRAINER DUMMY ROUNDS	001-201-556-251	52.58
PARKER CDJR*	202098	02/24/2023	OIL CHANGE VIN # 3012	001-201-630-360	-4.66
PARKER CDJR*	202098	02/24/2023	OIL CHANGE VIN # 3012	001-201-630-360	80.39

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
EVIDENT CRIME SCENE PRODUCTS	218288A	02/24/2023	4 CSI KITS	001-201-556-251	2,451.43
STARKVILLE UTILITIES	INV0036037	02/24/2023	MONTHLY USAGE	001-201-625-380	7.26
R&M TIRES	1143555	02/27/2023	VIN#8070 REPLACE BACK LIGHT	001-201-630-360	13.99
BENJAMIN WOJNO	INV0036045	02/27/2023	REIMBURSE FOR KEYS FROM LOWE'S	001-201-556-251	12.80
FUELMAN / FLEETCOR	NP63886351	02/27/2023	FUEL CHARGES 2.20.23-2.26.23	001-201-525-231	3,744.47
CADENCE /ELAN VISA	CM0000520	02/28/2023	PAID INCORRECT INVOICE	001-201-918-805	-595.00
Outstanding Total:					39,071.02
Department 201 - POLICE DEPARTMENT Total:					39,071.02
Department: 245 - DISPATCHERS					
Outstanding					
POLLAN & ASSOC. PA	23092	02/10/2023	2 TACTICAL POLOS	001-245-501-200	107.95
Outstanding Total:					107.95
Department 245 - DISPATCHERS Total:					107.95
Department: 246 - CODE ENFORCEMENT					
Outstanding					
CA LABS	N23021193	02/17/2023	TESTING	001-246-600-300	32.00
CA LABS	N23021194	02/17/2023	ABESTOS TESTING	001-246-600-300	16.00
FUELMAN / FLEETCOR	NP63857225	02/20/2023	FUEL CHARGES 2.13.23-2.19.23	001-246-525-231	87.87
FUELMAN / FLEETCOR	NP63886351	02/27/2023	FUEL CHARGES 2.20.23-2.26.23	001-246-525-231	28.92
Outstanding Total:					164.79
Department 246 - CODE ENFORCEMENT Total:					164.79
Department: 261 - FIRE DEPARTMENT					
Outstanding					
ARMY NAVY PAWN SHOP	011023A	01/10/2023	MEN KENETIC PANTS	001-261-535-233	3,150.00
ARMY NAVY PAWN SHOP	011023B	01/10/2023	MENS KENETIC PANTS	001-261-535-233	2,475.00
CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	001-261-604-330	258.53
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-261-604-330	77.33
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	001-261-690-450	404.75
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036002	02/07/2023	MONTHLY USAGE	001-261-625-380	309.08
ARMY NAVY PAWN SHOP	29987880	02/09/2023	COPIER USAGE	001-261-604-330	228.51
QUILL CORPORATION	30718144	02/09/2023	JANITORIAL SUPPLIES	001-261-555-208	60.99
QUILL CORPORATION	30738893	02/09/2023	JANITORIAL SUPPLIES	001-261-555-208	191.25
STARKVILLE UTILITIES	INV0036001	02/12/2023	MONTHLY USAGE	001-261-625-380	838.72
NEWELL PAPER COMPANY	3153451	02/13/2023	JANITORIAL SUPPLIES	001-261-555-208	525.16
EAST MISSISSIPPI LUMBER CO.	A124119	02/13/2023	74 PC SHOCKWAVE KIT L2	001-261-630-360	40.99
GATEWAY TIRE & SERVICE CENTER	1018-174619	02/14/2023	L2 TIRE	001-261-630-360	497.67
DAVIS PAPER & CHEMICAL	4764	02/14/2023	JANITORIAL SUPPLIES	001-261-555-208	388.66
EAST MISSISSIPPI LUMBER CO.	D109265	02/14/2023	SEALANT	001-261-555-250	22.78
JAMES IKE LANGLEY	1395	02/15/2023	REPLACE URINAL FLUSH VALVE & URINAL SPUD	001-261-558-269	505.15
WALMART- CAPITAL ONE	980183	02/15/2023	JANITORIAL SUPPLIES	001-261-555-208	72.73
SHEDRICK HOGAN	01	02/16/2023	EMERGENCY MEDICAL RESPONDER STUDENT COURSE	001-261-600-390	1,100.00
LOWE'S-FIRE	02715	02/16/2023	FOLDING TABLES,DRIP PANS,	001-261-555-250	143.38
LOWE'S-FIRE	02744	02/16/2023	WATERCAP, CUTTING TOOL LIGHT FIXTURE PULL CHAIN	001-261-555-250	32.61
ATMOS ENERGY	INV0036038	02/16/2023	MONTHLY USAGE	001-261-625-380	1,604.32
M'PRINTS	57914	02/20/2023	500 PLASTIC STADIUM CUPS	001-261-501-250	426.25
FUELMAN / FLEETCOR	NP63857225	02/20/2023	FUEL CHARGES 2.13.23-2.19.23	001-261-525-231	964.75
BILL FLOWERS	00047276	02/21/2023	REIMBURSE EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
LOWE'S-FIRE	02061	02/21/2023	12 GAL BLOWER/SHOP VAC	001-261-630-360	113.05
TYLER A. DAVIS	INV0036041	02/21/2023	REIMBURSE EMS PROVIDER CERTIFICATION	001-261-600-390	40.00
ARMY NAVY PAWN SHOP	22223A	02/22/2023	BOOTS, PANTS, BELTS	001-261-535-233	433.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WALMART- CAPITAL ONE	45048	02/22/2023	LINEN FOR NEW FIREFGHTER	001-261-555-250	186.03
STARKVILLE AUTO PARTS	5151-158759	02/22/2023	OIL & OIL FILTER	001-261-630-360	67.44
ATMOS ENERGY	INV0036061	02/22/2023	MONTHLY USAGE	001-261-625-380	1,404.12
WALMART- CAPITAL ONE	915531	02/23/2023	5 PILLOWS	001-261-555-250	34.80
ATMOS ENERGY	INV0036049	02/23/2023	MONTHLY USAGE	001-261-625-380	955.79
STARKVILLE UTILITIES	INV0036037	02/24/2023	MONTHLY USAGE	001-261-625-380	1,179.14
O'REILLY AUTO PARTS	0997-293670	02/27/2023	PLUG & BATTERY FOR CHAIN SAW	001-261-630-360	21.45
FUELMAN / FLEETCOR	NP63886351	02/27/2023	FUEL CHARGES 2.20.23-2.26.23	001-261-525-231	573.64
CADENCE /ELAN VISA	INV0036054	02/28/2023	URBAN TO SUBURBAN CONFERENCE	001-261-600-390	225.00
MS FIREFIGHTERS ASSOCIATION	INV0036055	02/28/2023	REGISTRATION MFFA CONFERENCE	001-261-600-390	30.00

Outstanding Total: 19,622.07

Department 261 - FIRE DEPARTMENT Total: 19,622.07

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	001-281-604-330	51.80
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-281-604-330	77.33
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	001-281-690-450	80.95
CANON FINANCIAL SERVICES, INC	29987887	02/09/2023	COPIER USAGE	001-281-604-330	83.34
QUADIENT LEASING USA, INC.	N9827572	02/23/2023	RECURRING LEASE FEES	001-281-604-330	54.37
FUELMAN / FLEETCOR	NP63886351	02/27/2023	FUEL CHARGES 2.20.23-2.26.23	001-281-525-231	44.53

Outstanding Total: 392.32

Department 281 - BUILDING/CODES OFFICE Total: 392.32

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036002	02/07/2023	MONTHLY USAGE	001-290-625-380	83.22
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036002	02/07/2023	MONTHLY USAGE	001-290-625-380	69.12
STARKVILLE UTILITIES	INV0036037	02/24/2023	MONTHLY USAGE	001-290-625-380	125.96

Outstanding Total: 278.30

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 278.30

Department: 301 - STREET DEPARTMENT

Outstanding

MMC MATERIALS, INC.	801884	12/08/2022	CONCRETE OLD HWY 25 CONNER HEIGHTS	001-301-560-271	822.50
GATEWAY TIRE & SERVICE CENTER	1018-172551	12/28/2022	TRACTOR TIRE	001-301-630-400	454.70
MMC MATERIALS, INC.	806774	01/23/2023	CONCRETE CONNER HEIGHTS	001-301-560-271	1,445.25
MMC MATERIALS, INC.	806961	01/24/2023	CONCRETE MIX CONNER HEIGHTS	001-301-560-271	1,528.50
MMC MATERIALS, INC.	807167	01/25/2023	CONCRETE CONNER HEIGHTS	001-301-560-271	1,716.25
NUNLEY TRUCKING CO., INC.	33049	01/27/2023	CRUSH AND RUN	001-301-560-271	895.47
MMC MATERIALS, INC.	807419	01/27/2023	CONCRETE CONNER HEIGHTS ST REPAIR	001-301-560-271	561.25
NEWELL PAPER COMPANY	3153061	01/30/2023	SHOP TOWELS	001-301-555-250	327.38
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-301-604-330	77.33
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	001-301-690-450	259.04
AUTOZONE	0426605965	02/02/2023	EXHAUST FLES HOSE REOAIR KIT AND CLAMP	001-301-630-400	11.30
BELL BUILDING SUPPLY, INC.	366613	02/02/2023	TOOLS AND TOOL BAG	001-301-555-250	122.71
CINTAS FIRST AID & SAFETY	5143632725	02/02/2023	GLOVES	001-301-555-250	52.33
BELL BUILDING SUPPLY, INC.	366689	02/03/2023	CONCRETE INLET REAOIR ASPEN AND MAPLE	001-301-560-270	144.27
FASTENAL COMPANY	MSSTA103220	02/03/2023	5 ASPHALT 5PK BLADES	001-301-555-250	627.65
THOMPSON MACHINERY*	11C396095	02/06/2023	VALVES ETC	001-301-630-400	140.51
THOMPSON MACHINERY*	11C396099	02/06/2023	FILTERS	001-301-630-400	31.26

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	366801	02/06/2023	#2 PINE 2X6X14 AND 2X8X14	001-301-912-808	128.50
STARKVILLE AUTO PARTS	5151-158447	02/06/2023	AIR FILTER	001-301-630-360	14.79
RACKLEY OIL INC.	592289	02/06/2023	MOTOR OIL	001-301-630-400	359.82
MMC MATERIALS, INC.	808411	02/06/2023	CONCRETE MIX	001-301-912-808	902.50
COLD MIX, INC	18114	02/07/2023	COLD MIX POTHOLES	001-301-560-270	3,416.00
MMC MATERIALS, INC.	808538	02/07/2023	3500 CONCRETE MIX	001-301-912-808	734.00
OKTIBBEHA COUNTY COOPERATIVE	861930	02/07/2023	2 PAIR BOOTS	001-301-535-233	285.33
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036002	02/07/2023	MONTHLY USAGE	001-301-625-380	8,177.70
EAST MISSISSIPPI LUMBER CO.	A123874	02/08/2023	2 GALLON SPRAYERS (2)	001-301-555-250	53.18
LOWE'S-STREET	02067	02/09/2023	RAKES/SAFETY GLASSES	001-301-555-250	245.94
UNITED RENTALS (NORTH AMERICA), INC.	215929707-001	02/09/2023	CONCRETE SPREADERS CONNER HEEIGHTS	001-301-912-808	80.97
MMC MATERIALS, INC.	809055	02/09/2023	649.75	001-301-912-808	649.75
BELL BUILDING SUPPLY, INC.	367262	02/10/2023	6 CABLE CLAMPS	001-301-630-360	6.84
STARKVILLE UTILITIES	INV0036001	02/12/2023	MONTHLY USAGE	001-301-625-380	373.96
STARKVILLE LP GAS	3375681	02/13/2023	PROPANE	001-301-560-270	53.50
AUTOZONE	0426616379	02/14/2023	FRONT & REAR SHOCKS FOR TRUCK 704	001-301-630-360	157.96
APAC-MISSISSIPPI, INC	4000140099	02/14/2023	HOT MIX	001-301-560-270	1,074.63
CINTAS	4146428333	02/14/2023	SUPPLIES	001-301-555-250	36.78
ORBIS MACHINERY BIRMINGHAM	IB02657	02/14/2023	GA TIPPING LINK & PIVOT PIN	001-301-630-400	1,905.38
EAST MISSISSIPPI LUMBER CO.	A124227	02/15/2023	BOLTS & MATERIAL TO ATTACH SIGNS TO THE POST	001-301-565-272	97.80
MSU FACILITIES MANAGEMENT- TRAFFIC LIGHTS	INV0036004	02/15/2023	TRAFFIC SIGNAL SPRING AND LOCKSLEY	001-301-625-380	30.64
LOWE'S-STREET	01429	02/16/2023	PAINT SUPPLIES	001-301-560-270	173.33
STARKVILLE AUTO PARTS	5151-158652	02/16/2023	LIGHT BULBS	001-301-630-360	15.00
STARKVILLE AUTO PARTS	5151-158666	02/16/2023	TAIL LIGHT	001-301-630-360	9.79
CODY BOYD	610126	02/16/2023	CUT & REMOVE LIMBS	001-301-600-300	2,592.00
FUELMAN / FLEETCOR	NP63857225	02/20/2023	FUEL CHARGES 2.13.23-2.19.23	001-301-525-231	1,190.10
CINTAS	4147143862	02/21/2023	SUPPLIES	001-301-555-250	36.78
EAST MISSISSIPPI LUMBER CO.	A124499	02/21/2023	SCREWDRIVERS,NUTS & BOLTS	001-301-565-272	88.59
BELL BUILDING SUPPLY, INC.	367978	02/22/2023	COOLER, 6 BAGS CONCRETE	001-301-555-250	63.25
CODY BOYD	610127	02/22/2023	TREE TRIMMING SOUTH MONTGOMERY	001-301-600-300	2,592.00
AUTOZONE	0426623819	02/23/2023	WASHER FLUID, STOPLEAK, BULBS	001-301-630-360	83.27
AUTOZONE	0426624121	02/23/2023	BRAKE PADS 99 F350	001-301-630-360	37.99
AUTOZONE	0426624169	02/23/2023	BATTERY 05 GMC	001-301-630-360	146.99
MMC MATERIALS, INC.	811104	02/23/2023	CONCRETE MIX	001-301-560-270	358.00
FASTENAL COMPANY	MSSTA103374	02/23/2023	5 ASPHALT BLADES	001-301-560-270	627.65
BELL BUILDING SUPPLY, INC.	368160	02/24/2023	SIGN MAINT SUPPLIEDS	001-301-565-272	120.78
STARKVILLE AUTO PARTS	5151-158809	02/24/2023	99 F350 BRAKE CALIPER	001-301-630-360	129.99
STARKVILLE AUTO PARTS	5151-158827	02/24/2023	OIL & FILTER	001-301-630-360	52.46
STARKVILLE UTILITIES	INV0036037	02/24/2023	MONTHLY USAGE	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0036037	02/24/2023	MONTHLY USAGE	001-301-625-380	397.25
FASTENAL COMPANY	MSSTA103385	02/24/2023	CASE OF ELECTROLITE POPS	001-301-555-250	64.50
G&C SUPPLY CO., INC	6897812	02/27/2023	TRAFFIC CONES AND FREIGHT	001-301-555-250	710.75
FUELMAN / FLEETCOR	NP63886351	02/27/2023	FUEL CHARGES 2.20.23-2.26.23	001-301-525-231	972.22
CADENCE /ELAN VISA	INV0036056	02/28/2023	TO DEBIT CORRECT ACCOUNT NUMBER	001-301-610-350	595.00
Outstanding Total:					39,080.14
Department 301 - STREET DEPARTMENT Total:					39,080.14

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	001-360-604-330	35.92
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP63857225	02/20/2023	FUEL CHARGES 2.13.23-2.19.23	001-360-525-231	57.82

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP63886351	02/27/2023	FUEL CHARGES 2.20.23-2.26.23	001-360-525-231	49.25
Outstanding Total:					220.32
Department 360 - ANIMAL CONTROL Total:					220.32
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	INV0036048	02/28/2023	FEDRUARY 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:					543,459.85
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	015-505-604-330	47.59
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	015-505-604-330	77.33
OKTIBBEHA COUNTY COOPERATIVE	860431	01/31/2023	OIL FILTER	015-505-630-400	51.18
OKTIBBEHA COUNTY COOPERATIVE	860431	01/31/2023	OIL FILTER	015-505-630-400	13.49
RODNEY LINCOLN	INV0036023	01/31/2023	REIMBURSE AUTOZONE PURCHASE	015-505-630-400	62.99
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	015-505-690-450	32.38
TITAN AVIATION FUELS	R3733094	02/01/2023	JET TRUCK RETAL & AVGAS TRUCK RENT	015-505-600-322	800.00
AMAZON CAPITAL SERVICES, INC.	14YM-VRLH-FHQV	02/04/2023	BATTERIES	015-505-691-550	36.28
WALMART- CAPITAL ONE	003841	02/07/2023	COPIER PAPER (2)	015-505-541-237	11.14
TITAN AVIATION FUELS	3737873	02/08/2023	JET FUEL	015-505-525-233	27,140.26
AMAZON CAPITAL SERVICES, INC.	1RQX-HR4W-LKMH	02/11/2023	GLOVES,CARPET SWEEPER	015-505-691-550	64.57
WALMART- CAPITAL ONE	634005	02/13/2023	COFFEE, CUPS,SNACKS,WINDEX,INVOICE BOOK TOWELS	015-505-541-237	111.88
CHARLES RUSTY BOUCHILLON	997534	02/14/2023	KEY CUT, PROGRAM KEYS	015-505-630-400	145.00
TITAN AVIATION FUELS	3741447	02/17/2023	JET FUEL	015-505-525-233	26,103.41
OKTIBBEHA COUNTY COOPERATIVE	864988	02/20/2023	GASKET	015-505-630-400	4.64
OKTIBBEHA COUNTY COOPERATIVE	860531	02/21/2023	OIL FILTER	015-505-630-400	14.49
OKTIBBEHA COUNTY COOPERATIVE	860531	02/21/2023	OIL FILTER	015-505-630-400	-13.49
NESCO ELECTRICAL DISTRIBUTORS	S2579102.001	02/21/2023	BULBS	015-505-501-198	438.00
OKTIBBEHA COUNTY COOPERATIVE	865660	02/22/2023	GASKET	015-505-630-400	5.59
MAGNOLIA BOTTLED WATER CO	63831	02/23/2023	6 WATER BOTTLES	015-505-691-550	60.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2302	02/24/2023	SESRVICES FOR 1.27.23-2.23.23	015-505-720-805	1,195.00
LOWE'S- AIRPORT	73789	02/24/2023	SOAP,BOLTS,DOOR LOCK W/CODE	015-505-501-198	138.70
LOWE'S- AIRPORT	73789	02/24/2023	SOAP,BOLTS,DOOR LOCK W/CODE	015-505-691-550	14.25
TABOR CONSTRUCTION & DEVELOPMENT	APP NO 5	02/24/2023	SITE WORK & FOUNDATION FOR NEW HABGER	015-505-720-805	15,925.57
STARKVILLE UTILITIES	INV0036037	02/24/2023	MONTHLY USAGE	015-505-625-380	2,295.00
Outstanding Total:					74,775.25
Department 505 - AIRPORT Total:					74,775.25
Fund 015 - AIRPORT FUND Total:					74,775.25

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
CUSTOM AIR LLC	2975	10/27/2022	AERIAL SPRAYING ON GEORGE M BRYQAN FIELD	016-515-730-624	3,236.89
E FIRE INC	12468017	02/14/2023	ANNUAL INSPECTION OF PORTABLE FIRE EXTINGUISHER	016-515-730-624	331.65
E FIRE INC	12468017	02/14/2023	ANNUAL INSPECTION OF PORTABLE FIRE EXTINGUISHER	016-515-730-624	45.00
E FIRE INC	12468017	02/14/2023	ANNUAL INSPECTION OF PORTABLE FIRE EXTINGUISHER	016-515-730-624	21.95
E FIRE INC	12468017	02/14/2023	ANNUAL INSPECTION OF PORTABLE FIRE EXTINGUISHER	016-515-730-624	240.00
E FIRE INC	12468017	02/14/2023	ANNUAL INSPECTION OF PORTABLE FIRE EXTINGUISHER	016-515-730-624	7.95
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2302	02/24/2023	SES RVICES FOR 1.27.23-2.23.23	016-515-730-655	21,510.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2302	02/24/2023	SES RVICES FOR 1.27.23-2.23.23	016-515-730-656	1,195.00
TABOR CONSTRUCTION & DEVELOPMENT	APP NO 5	02/24/2023	SITE WORK & FOUNDATION FOR NEW HABGER	016-515-730-660	29,771.93

Outstanding Total: 56,360.37

Department 515 - RESTRICTED PROJECTS Total: 56,360.37

Fund 016 - RESTRICTED AIRPORT Total: 56,360.37

Fund: 022 - ENVIRONMENTAL SERVICES**Department: 322 - SANITATION DEPARTMENT****Outstanding**

BOB'S MOBILE RADIO	316154	12/05/2022	RADIO INSTALLS	022-322-604-330	1,840.80
PAUL'S WELDING	0986	01/03/2023	LANDSCAPING TRAILER REPAIR	022-322-630-406	645.00
SGK LANDSCAPES, LLC	123909	01/15/2023	MEDIAN MAINT LOUISVILLE NASH AND RUSSELL ST	022-322-600-338	751.50
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	010951	01/24/2023	SOAP	022-322-555-250	565.50
CSPIRE WIRELESS	INV0036003	01/25/2023	MONTHLY USAGE	022-322-604-330	188.09
NEWELL PAPER COMPANY	3153062	01/30/2023	BRAWNY WIPES	022-322-501-200	214.43
WASTE PRO	0000259343	01/31/2023	HAUL FEE	022-322-600-431	1,750.00
CSPIRE BUSINESS SOLUTIONS	0000643956-83	01/31/2023	MONTHLY USAGE	022-322-604-330	77.33
GATEWAY TIRE & SERVICE CENTER	1018-173893	01/31/2023	TRUCK #44 TIRE	022-322-630-360	503.67
PERFORMANCE AUTOMOTIVE & TOWING, INC	10274	01/31/2023	TRUCK 87 REPAIR	022-322-630-360	1,873.65
CANNON FORD LINCOLN	207078	01/31/2023	WIRE, COIL	022-322-555-250	139.69
STARKVILLE AUTO PARTS	5151-158354	01/31/2023	DEF FLUID	022-322-525-231	647.50
STARKVILLE AUTO PARTS	5151-158357	01/31/2023	HEADLIGHT, BULB, FUSE KIT	022-322-555-250	116.90
CLARKE POWER SERVICES, INC	S12001430.01	01/31/2023	TRUCK #40 REPAIR	022-322-630-360	345.32
VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	022-322-691-450	356.18
GATEWAY TIRE & SERVICE CENTER	1018-173966	02/02/2023	TRUCK 127 FULL SERVICE OIL CHANGE	022-322-630-254	109.25
GATEWAY TIRE & SERVICE CENTER	1018-174029	02/02/2023	TRUCK 128 TIRES/FULL SERVICE OIL CHANGE	022-322-630-254	501.67
GATEWAY TIRE & SERVICE CENTER	1018-174051	02/02/2023	TRUCK 43 TIRES	022-322-630-360	818.98
GATEWAY TIRE & SERVICE CENTER	1018-174052	02/02/2023	TRUCK 129 FULL SERVICE OIL CHANGE	022-322-630-254	109.25
UNIFIRST CORPORATION	1830033311	02/02/2023	UNIFORMS	022-322-535-233	296.39
TERRY'S GARAGE & REPAIRS, LLC	7786	02/02/2023	TRUCK 40 REPAIR	022-322-630-360	369.70
TERRY'S GARAGE & REPAIRS, LLC	7792	02/03/2023	TRUCK 93 REPAIR	022-322-630-252	3,139.36
TERRY'S GARAGE & REPAIRS, LLC	7798	02/03/2023	TRUCK 93 WRECKER SERVICE	022-322-630-252	200.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PERFORMANCE AUTOMOTIVE & TOWING, INC	10316	02/06/2023	TRUCK 97 REPAIR	022-322-630-360	2,010.89
TERRY'S GARAGE & REPAIRS, LLC	7801	02/06/2023	TRUCK 39 REAOIR	022-322-630-360	862.64
GATEWAY TIRE & SERVICE CENTER	1018-174076	02/07/2023	TRUCK 95 TIRE	022-322-630-252	495.72
STARKVILLE DAILY NEWS	300237621	02/07/2023	RFP SOLID WASTE COLLECTION	022-322-610-340	93.36
CLARKE POWER SERVICES, INC	S120014383.01	02/07/2023	TRUCK 91 REPAIR	022-322-630-252	1,007.26
BELL BUILDING SUPPLY, INC.	367074	02/08/2023	BULB & WIRE	022-322-501-198	112.84
PAUL'S WELDING	0987	02/09/2023	TRUCK 39 REPAIT	022-322-630-360	240.00
GATEWAY TIRE & SERVICE CENTER	1018-174330	02/09/2023	TRUCK 41 TIRES	022-322-630-360	907.16
UNIFIRST CORPORATION	1830034254	02/09/2023	UNIFORMS	022-322-535-233	251.45
GATEWAY TIRE & SERVICE CENTER	1018-174309	02/10/2023	TRUCK 87 BRAKEPADS/OIL CHANGE	022-322-630-360	327.12
GATEWAY TIRE & SERVICE CENTER	1018-174344	02/10/2023	TRUCK 126 FULL SYNTHETIC OIL CHANGE	022-322-630-360	182.39
GATEWAY TIRE & SERVICE CENTER	1018-174432	02/10/2023	TRUCK 88 OIL CHANGE	022-322-630-360	83.89
GATEWAY TIRE & SERVICE CENTER	1018-174620	02/14/2023	TRUCK #95 TIRES	022-322-630-252	818.98
WATERMARK PRINTERS LLC	15504	02/14/2023	500 #10 ENVELOPES	022-322-501-200	101.00
STARKVILLE AUTO PARTS	5151-158613	02/14/2023	HYDRAULIC HOSE & FITTING	022-322-555-250	269.33
UNIFIRST CORPORATION	1830035196	02/16/2023	UNIFORMS	022-322-535-233	276.33
OKTIBBEHA COUNTY COOPERATIVE	864101	02/16/2023	EDGER BLADE	022-322-555-250	27.80
EMPIRE TRUCK SALES, LLC	CE005102224.01	02/16/2023	CARRIER	022-322-555-250	32.55
GATEWAY TIRE & SERVICE CENTER	1018-174721	02/17/2023	TRUCK 93 TIRES	022-322-630-252	818.98
PERFORMANCE AUTOMOTIVE & TOWING, INC	10383	02/17/2023	TRUCK 96A REPAIR	022-322-630-360	1,206.57
TERRY'S GARAGE & REPAIRS, LLC	7860	02/17/2023	TRUCK #95 REPAIR	022-322-630-252	336.79
EMPIRE TRUCK SALES, LLC	CE005102239.01	02/17/2023	MIRROR HEAD CARRIER	022-322-555-250	60.68
FUELMAN / FLEETCOR	NP63857225	02/20/2023	FUEL CHARGES 2.13.23-2.19.23	022-322-525-231	3,957.97
STARKVILLE AUTO PARTS	5151-158776	02/22/2023	GEAR OIL	022-322-525-231	89.99
UNIFIRST CORPORATION	1830036160	02/23/2023	UNIFORMS	022-322-535-233	257.98
GATEWAY TIRE & SERVICE CENTER	1018-175093	02/24/2023	TRUCK 95 TIRES	022-322-630-252	877.16
STARKVILLE UTILITIES	INV0036037	02/24/2023	MONTHLY USAGE	022-322-625-380	1,018.38
FUELMAN / FLEETCOR	NP63886351	02/27/2023	FUEL CHARGES 2.20.23-2.26.23	022-322-525-231	3,036.04
STARKVILLE UTILITIES	14620-0123	02/28/2023	01/01/2023-01/31/2023	022-322-600-333	12,495.25
Outstanding Total:					47,816.66
Department 322 - SANITATION DEPARTMENT Total:					47,816.66

Department: 341 - LANDSCAPING

Outstanding

VERIZON CONNECT-NWF	OSV000002984552	02/01/2023	MONTHLY USAGE	022-341-691-450	64.76
Outstanding Total:					64.76
Department 341 - LANDSCAPING Total:					64.76
Fund 022 - ENVIRONMENTAL SERVICES Total:					47,881.42

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY SUPERVISORS	1084603	02/10/2023	NEEL-SHAFFER DEC 1-31 2022	303-600-600-309	154.31
OKT COUNTY SUPERVISORS	21523	02/15/2023	WATER TOWER CONST PAYMENT 16	303-600-600-330	15,619.31
Outstanding Total:					15,773.62
Department 600 - CAPITAL PROJECTS Total:					15,773.62
Fund 303 - INDUSTRIAL PARK BOND Total:					15,773.62

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT					
Department: 656 - MAIN STREET CORRIDOR					
Outstanding					
KIMLEY HORN	115326003-0722-1	07/31/2022	MAINT ST IMPROVEMENTS	311-656-600-300	5,830.90
Outstanding Total:					5,830.90
Department 656 - MAIN STREET CORRIDOR Total:					5,830.90
Fund 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Total:					5,830.90
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
NEEL-SCHAFER	1084561	01/12/2023	J L KING PARK	312-551-600-100	1,096.04
Outstanding Total:					1,096.04
Department 551 - PARK & REC TOURISM Total:					1,096.04
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					1,096.04
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
NEEL-SCHAFER	1084615	01/12/2023	CORRIDOR PLANNING STUDY	319-600-912-852	5,508.62
NEEL-SCHAFER	1085586	02/11/2023	CORRIDOR STUDY	319-600-912-852	1,353.84
Outstanding Total:					6,862.46
Department 600 - CAPITAL PROJECTS Total:					6,862.46
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					6,862.46
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
COAST TO COAST CUSTOM MOBILE VENDING LLC	INV0036046	11/09/2022	CONCESSION TRAILER 2	375-551-907-943	41,291.00
REGIONS BANK	2020PARKBOND	01/17/2023	SERIES 2020 PARK BONDS	375-551-840-877	1,500.00
JBHM ARCHITECTURE, PA	1	02/08/2023	TRAVIS OUTLAW CENTER ADDITIONS & RENOVATION CONCEP	375-551-600-955	2,100.00
COAST TO COAST CUSTOM MOBILE VENDING LLC	INV0036047	02/27/2023	CONCESSION TRAILER 1	375-551-907-943	41,291.00
Outstanding Total:					86,182.00
Department 551 - PARK & REC TOURISM Total:					86,182.00
Fund 375 - PARK AND REC TOURISM Total:					86,182.00
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
STARKVILLE UTILITIES	I0001419	02/10/2023	1.5" IRRIGATION METER TAP AND SET	380-551-907-957	2,426.91
G&O SUPPLY CO., INC	T54138	02/10/2023	(40) 12" HP DWALL WTIB SOLID 20'	380-551-907-956	665.20
LOWE'S	77105	02/28/2023	END POST, RAILING CORNERSTONE FENCE	380-551-918-806	17,040.18
SPORTS CONTRACTORS UNLIMITED	INV0036057	02/28/2023	PAY APP NO 2012-15	380-551-907-947	9,537.47
T&M STEEL ERECTORS, INC.	INV0036058	02/28/2023	PHASE 3 PAY APP NO 020	380-551-907-945	235,965.76
T&M STEEL ERECTORS, INC.	INV0036059	02/28/2023	PHASE 2 PAY APP NO 23	380-551-907-945	45,999.76
SOUTHERN ELECTRIC CORP OF MS	INV0036060	02/28/2023	PAY APP NO 015 CONNERSTONE	380-551-907-943	5,056.31
Outstanding Total:					316,691.59
Department 551 - PARK & REC TOURISM Total:					316,691.59
Fund 380 - PARK BONDS 2020 Total:					316,691.59

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Paid					
MSU /2% TAX REVENUE	INV0036007	02/17/2023	2% FOOD AND BEVERAGE	630-000-147-657	44,252.41
O.C.E.D.A	INV0036008	02/17/2023	2% FOOD AND BEVERAGE	630-000-148-655	33,189.31
STARKVILLE	INV0036009	02/17/2023	2% FOOD AND BEVERAGE TAX	630-000-147-664	33,189.31
CONVENTIONS/VISITORS BUR					
STARKVILLE	INV0036010	02/17/2023	2% HOTEL/MOTEL TAX	630-000-147-664	23,842.26
CONVENTIONS/VISITORS BUR					
Paid Total:					134,473.29
Department 000 - UNDESIGNATED Total:					134,473.29
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					134,473.29
Fund: 681 - PAYROLL					
Department: 000 - UNDESIGNATED					
Paid					
METLIFE	INV0036024	02/24/2023	FEBRUARY 2023	681-000-115-717	10,319.15
MARCO FERGUSON	INV0036028	02/24/2023	PAYROLL DEDUCTION	681-000-106-603	50.16
			REIMBURSEMENT		
Paid Total:					10,369.31
Department 000 - UNDESIGNATED Total:					10,369.31
Fund 681 - PAYROLL Total:					10,369.31
Grand Total:					1,299,756.10

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	543,459.85	320,625.81
015 - AIRPORT FUND	74,775.25	0.00
016 - RESTRICTED AIRPORT	56,360.37	0.00
022 - ENVIRONMENTAL SERVICES	47,881.42	0.00
303 - INDUSTRIAL PARK BOND	15,773.62	0.00
311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT	5,830.90	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	1,096.04	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	6,862.46	0.00
375 - PARK AND REC TOURISM	86,182.00	0.00
380 - PARK BONDS 2020	316,691.59	0.00
630 - ECONOMIC DEV, TOURISM & CONV	134,473.29	134,473.29
681 - PAYROLL	10,369.31	10,369.31
Grand Total:	1,299,756.10	465,468.41

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-025-125	N/R SANITATION - 2022 L...	189,750.00	189,750.00
001-000-053-206	DUE FROM WATER & SE...	64.76	0.00
001-000-054-205	DUE FROM STARKVILLE EL...	2,142.72	0.00
001-000-118-790	SUSPENSE ACCOUNT	26.92	26.92
001-000-120-618	SEIZED FUNDS	6,500.00	6,500.00
001-000-149-691	MUNICIPAL COURT BOND...	30.75	30.75
001-000-160-697	DONATION FIRE	730.88	0.00
001-000-200-084	TAXES DUE TO DOWNTOWN...	3,107.14	3,107.14
001-000-334-126	POLICE FORFEITED FUNDS...	2,836.00	2,836.00
001-005-054-208	DUE FROM PARKS & REC -...	1,113.03	0.00
001-100-604-330	COMMUNICATIONS	249.72	0.00
001-100-610-350	TRAVEL / TRAINING	400.96	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	151.19	0.00
001-110-600-301	PROFESSIONAL & CONTR...	599.00	525.00
001-110-604-330	POSTAGE / COMMUNICAT...	356.22	0.00
001-120-503-202	COMMITTEE SUPPORT	25.65	0.00
001-120-600-340	MAYOR'S YOUTH COUNCIL	350.00	350.00
001-120-604-330	COMMUNICATIONS	215.07	0.00
001-120-610-350	TRAVEL AND CONFERENC...	194.88	0.00
001-123-501-200	SUPPLIES	43.99	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	7,998.31	0.00
001-123-604-330	COMMUNICATIONS	590.28	0.00
001-123-630-400	EQUIPMENT REPAIR & MA..	1,595.00	0.00
001-123-918-805	EQUIPMENT & PYMTS	10,038.10	0.00
001-123-918-806	CAMERA LEASE PAYMENTS	40.00	0.00
001-142-600-338	CONTRACT SERVICES	2,500.00	2,500.00
001-145-604-330	POSTAGE/COPIER/PHONE...	759.88	0.00
001-145-610-350	TRAVEL/TRAINING	257.67	0.00
001-145-691-550	MISCELLANEOUS	2.65	0.00
001-169-615-342	ADVERTISING, NOTICES, F...	52.32	0.00
001-180-600-320	DRUG/BACKGROUND CH...	210.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	202.97	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	3,000.17	0.00
001-190-600-300	PROF. SVCS	72.21	0.00
001-190-604-330	COPIERS/PHONES/IPADS	708.14	0.00
001-190-607-605	HISTORIC PRES GRANT	118.20	0.00
001-192-510-204	CITY HALL VEHICLE EXPEN...	93.42	0.00
001-192-510-220	SUPPLIES	99.68	0.00
001-192-600-338	CONTRACT SERVICES	1,619.00	0.00
001-192-625-380	UTILITIES	3,810.70	0.00
001-195-625-380	HORSE PARK	6,250.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-195-702-506	STK AREA ARTS COUNCIL	2,625.00	0.00
001-195-900-802	LIBRARY	68,750.00	68,750.00
001-195-951-955	TRANSFER TO HUMANE S...	46,250.00	46,250.00
001-195-951-969	TRANSFER TO HERITAGE ...	2,500.00	0.00
001-196-691-550	MISCELLANEOUS	242.92	0.00
001-197-604-330	COMMUNICATIONS	215.06	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-201-501-200	OFFICE SUPPLIES	592.40	0.00
001-201-525-231	GAS & OIL	7,209.17	0.00
001-201-535-233	UNIFORMS	1,589.01	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	685.59	0.00
001-201-545-238	FIRING RANGE SUPPLIES	645.35	0.00
001-201-555-208	JANITORIAL SUPPLIES	476.54	0.00
001-201-556-251	POLICE SUPPLIES	5,697.50	0.00
001-201-600-300	PROFESSIONAL SERVICES	410.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	4,817.38	0.00
001-201-625-380	UTILITIES	3,436.43	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	3,425.43	0.00
001-201-630-426	BUILDING MAINTENANCE	302.00	0.00
001-201-635-369	COPIER RENTAL	750.20	0.00
001-201-690-450	GPS EXPENSES	534.27	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	9,094.75	0.00
001-201-918-805	EQUIPMENT & SOFTWARE	-595.00	0.00
001-245-501-200	SUPPLIES & UNIFORMS - D..	107.95	0.00
001-246-525-231	GAS AND OIL	116.79	0.00
001-246-600-300	PROFESSIONAL SERVICES	48.00	0.00
001-261-501-250	FIRE PREVENTION SUPPLI...	426.25	0.00
001-261-525-231	GAS & OIL	1,538.39	0.00
001-261-535-233	UNIFORMS & UNIFORM C...	6,058.00	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	1,238.79	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	419.60	0.00
001-261-558-269	BUILDING MAINTENANCE	505.15	0.00
001-261-600-390	FIRE TRAINING	1,435.00	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	564.37	0.00
001-261-625-380	UTILITIES	6,291.17	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	740.60	0.00
001-261-690-450	GPS EXPENSES	404.75	0.00
001-281-525-231	GAS & OIL	44.53	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	266.84	0.00
001-281-690-450	GPS EXPENSES	80.95	0.00
001-290-625-380	UTILITIES / CODE RED	278.30	0.00
001-301-525-231	GAS & OIL	2,162.32	0.00
001-301-535-233	UNIFORMS	285.33	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	2,341.25	0.00
001-301-560-270	CONSTRUCTION MATERIA...	5,847.38	0.00
001-301-560-271	CONSTRUCTION - CONNER...	6,969.22	0.00
001-301-565-272	STREETS SIGNS & PAINT	307.17	0.00
001-301-600-300	TREE TRIMMING	5,184.00	0.00
001-301-604-330	COMMUNICATIONS	77.33	0.00
001-301-610-350	TRAINING	595.00	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	8,998.33	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	655.08	0.00
001-301-630-400	EQUIPMENT REPAIR & MA...	2,902.97	0.00
001-301-690-450	GPS EXPENSES	259.04	0.00
001-301-912-808	STREET IMPROVEMENTS	2,495.72	0.00
001-360-525-231	GAS & OIL	107.07	0.00
001-360-604-330	COMMUNICATIONS	113.25	0.00
001-550-600-297	OPERATING EXPENSE REI...	75,000.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-501-198	BUILDING REPAIRS & MAI...	576.70	0.00
015-505-525-233	JET A FUEL PURCHASES	53,243.67	0.00
015-505-541-237	OPERATING SUPPLIES	123.02	0.00
015-505-600-322	LEASE/RENT-FUEL TRUCK...	800.00	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	124.92	0.00
015-505-625-380	UTILITIES	2,295.00	0.00
015-505-630-400	EQUIPMENT REPAIR & MA..	283.89	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	175.10	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT...	17,120.57	0.00
016-515-730-624	2021 FAA ACRGP GRANT 3..	3,883.44	0.00
016-515-730-655	FAA 3-28-0068-028-2022 ...	21,510.00	0.00
016-515-730-656	MDOT 3-28-0068-028-20...	1,195.00	0.00
016-515-730-660	CAPITAL IMPROVEMENT-...	29,771.93	0.00
022-322-501-198	BUILDING REPAIRS	112.84	0.00
022-322-501-200	OFFICE SUPPLIES	315.43	0.00
022-322-525-231	GAS & OIL	7,731.50	0.00
022-322-535-233	UNIFORMS	1,082.15	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	1,212.45	0.00
022-322-600-333	ADMINISTRATIVE SERVICES	12,495.25	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL ...	751.50	0.00
022-322-600-431	CONTRACT RECYCLING CO...	1,750.00	0.00
022-322-604-330	COPIER, PHONES, RADIOS	2,106.22	0.00
022-322-610-340	ADVERTISING	93.36	0.00
022-322-625-380	UTILITIES	1,018.38	0.00
022-322-630-252	VEHICLE R&M - COMMER...	7,694.25	0.00
022-322-630-254	VEHICLE R&M - LANDSCA...	720.17	0.00
022-322-630-360	VEHICLE R&M - RESIDENT...	9,731.98	0.00
022-322-630-406	EQUIPMENT R&M - LAND...	645.00	0.00
022-322-691-450	GPS EXPENSES	356.18	0.00
022-341-691-450	GPS EXPENSES	64.76	0.00
303-600-600-309	LEGAL AND PROF SVCS EX...	154.31	0.00
303-600-600-330	IND PARK CONSTRUCTION	15,619.31	0.00
311-656-600-300	PROFESSIONAL SERVICE/...	5,830.90	0.00
312-551-600-100	JL KING - PROFESSIONAL S...	1,096.04	0.00
319-600-912-852	S. MONTGOMERY CORRI...	6,862.46	0.00
375-551-600-955	EXISTING PARKS - PROFES...	2,100.00	0.00
375-551-840-877	PAYING AGENT FEES	1,500.00	0.00
375-551-907-943	CAPITAL PURCHASES	82,582.00	0.00
380-551-907-943	LIGHTING	5,056.31	0.00
380-551-907-945	CORNERSTONE - PHASE 2 ...	281,965.52	0.00
380-551-907-947	CORNERSTONE TURF, ETC	9,537.47	0.00
380-551-907-956	SPORTSPLEX DRAINAGE	665.20	0.00
380-551-907-957	CORNERSTONE ENTRANCE...	2,426.91	0.00
380-551-918-806	FENCING, SIRENS, CAMER...	17,040.18	0.00
630-000-147-657	DUE TO MISSISSIPPI STATE..	44,252.41	44,252.41
630-000-147-664	DUE TO VISITORS/CONV....	57,031.57	57,031.57
630-000-148-655	DUE TO OCEDA	33,189.31	33,189.31
681-000-106-603	GARNISHMENTS	50.16	50.16
681-000-115-717	METLIFE	10,319.15	10,319.15
Grand Total:		1,299,756.10	465,468.41

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	996,269.86	465,468.41
00003	9,537.47	0.00
311656600300	5,830.90	0.00
312551600100	1,096.04	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
380551907943	5,056.31	0.00
380551907945	235,965.76	0.00
380551907946	45,999.76	0.00
Grand Total:	<u>1,299,756.10</u>	<u>465,468.41</u>



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

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

A handwritten signature in black ink, appearing to read "Emilia Montgomery", is written over a horizontal line.

Emilia Montgomery
Accountant
Starkville Utilities

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES				PAGE	
PRG. ACTPAYLT				FOR: 03/08/23 ACCOUNT 23200								02/28/23 01:55 PM	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ		
VENDOR:	110	ARKANSAS ELECTRIC											
03056957	02/24/23	10742	Materials		03/08/23	2390.40	.00	ACH					
					VENDOR TOTAL:	2390.40							
VENDOR:	123	ATCO INTERNATIONAL											
136773	02/24/23	11004	Supplies		03/08/23	430.88	.00	ACH					
136775	02/24/23	11005	Supplies		03/08/23	439.16	.00	ACH					
					VENDOR TOTAL:	870.04							
VENDOR:	131	ALTEC INDUSTRIES, INC.											
12209383	02/24/23	10819	Materials		03/08/23	589.45	.00	ACH					
12215891	02/24/23	11028	Materials		03/08/23	35.30	.00	ACH					
12215962	02/24/23	10986	Materials		03/08/23	185.01	.00	ACH					
					VENDOR TOTAL:	809.76							
VENDOR:	134	ATWELL & GENT, P.A.											
11015-11020	02/28/23	0	Engineering Services		03/08/23	5385.00	.00	ACH					
					VENDOR TOTAL:	5385.00							
VENDOR:	190	BALDWIN POLE & PILING CO INC											
26020	02/24/23	11006	Materials		03/08/23	14336.00	.00	ACH					
					VENDOR TOTAL:	14336.00							
VENDOR:	309	CITY OF STARKVILLE PAYROLL											
FEB 2023 BCBS	02/28/23	0	BCBSMS Insurance		03/08/23	12764.51	.00	ACH					
FEB 2023 METL	02/28/23	0	Metlife Insurance		03/08/23	1798.47	.00	ACH					
					VENDOR TOTAL:	14562.98							
VENDOR:	314	CINTAS CORPORATION											
5146878302	02/24/23	10897	Supplies		03/08/23	25.55	.00	ACH					
					VENDOR TOTAL:	25.55							

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	328	CONTINENTAL AMERICAN INSURAN								
FEBRUARY 2023	02/28/23	0 Alfacs Insurance	03/08/23		47.10	.00	CHK			
VENDOR:	400	IVY AUTO PARTS								
			VENDOR TOTAL:		47.10					
702490	02/24/23	11031 Maintenance	03/08/23		399.96	.00	ACH			
702617	02/24/23	11036 Maintenance	03/08/23		56.97	.00	ACH			
703064	02/24/23	11043 Maintenance	03/08/23		332.56	.00	ACH			
703066	02/24/23	11044 Maintenance	03/08/23		224.95	.00	ACH			
703119	02/24/23	11045 Maintenance	03/08/23		28.98	.00	ACH			
703120	02/24/23	11050 Maintenance	03/08/23		399.96	.00	ACH			
703189	02/24/23	11045 Maintenance	03/08/23		69.98	.00	ACH			
VENDOR:			VENDOR TOTAL:		1513.36					
VENDOR:	421	ANITA VANDIVER								
02/28/23	02/28/23	0 Contract services	03/08/23		979.25	.00	ACH			
VENDOR:	422	AUBREY LONG								
			VENDOR TOTAL:		979.25					
02/21/23	02/28/23	0 MDOT Physical Reimbursement	03/08/23		75.00	.00	ACH			
VENDOR:	455	EXELL WATER & COFFEE, INC.								
			VENDOR TOTAL:		75.00					
072657	02/24/23	10898 Water	03/08/23		15.94	.00	ACH			
VENDOR:	496	EAST MISS LUMBER								
			VENDOR TOTAL:		15.94					
A124118	02/24/23	11030 Supplies	03/08/23		46.97	.00	CHK			
VENDOR:	616	FUELMAN								
			VENDOR TOTAL:		46.97					
NP63832464	02/28/23	0 Fuel - BG2416403	03/08/23		3428.43	.00	CHK			
NP63857225	02/28/23	0 Fuel - BG2416403	03/08/23		3906.27	.00	CHK			
NP63886351	02/28/23	0 Fuel - BG2416403	03/08/23		1641.27	.00	CHK			
VENDOR:			VENDOR TOTAL:		8975.97					

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									
597558	02/24/23	11013	Materials		03/08/23	5478.00	.00	ACH			
					VENDOR TOTAL:	5478.00					
VENDOR:	701	GLENN MACHINE WORKS, INC.									
8475800	02/15/23	10875	Materials		03/08/23	285.00	.00	CHK			
					VENDOR TOTAL:	285.00					
VENDOR:	1010	JT RAY COMPANY									
230217-0557	02/24/23	10901	Copier Service		03/08/23	30.00	.00	ACH			
230217-0558	02/24/23	10901	Copier Service		03/08/23	116.65	.00	ACH			
230217-0561	02/24/23	10900	Copier Service		03/08/23	244.50	.00	ACH			
					VENDOR TOTAL:	391.15					
VENDOR:	1205	LOWE'S									
901698	02/24/23	11046	Maintenance		03/08/23	50.72	.00	CHK			
					VENDOR TOTAL:	50.72					
VENDOR:	1217	LIGHTS AND BALLASTS LLC									
840286	02/28/23	0	Maintenance		03/08/23	405.00	.00	ACH			
					VENDOR TOTAL:	405.00					
VENDOR:	1293	MATHISTON MOBILE TRUCK REP.									
1365	02/24/23	11057	Maintenance		03/08/23	782.66	.00	ACH			
1366	02/24/23	11056	Maintenance		03/08/23	213.50	.00	ACH			
					VENDOR TOTAL:	996.16					
VENDOR:	1326	MSTN TRANSFORMERS INC.									
87924	02/24/23	10874	Materials		03/08/23	10800.00	.00	CHK			
					VENDOR TOTAL:	10800.00					
VENDOR:	1390	JACKSON NEWELL PAPER CO									
3153454	02/24/23	10992	Supplies		03/08/23	205.77	.00	ACH			
					VENDOR TOTAL:	205.77					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
02/24/23	1394	NARRATIVE 12 LLC									
	02/28/23	0	Consulting		03/08/23	6345.00	.00	ACH			
VENDOR TOTAL:						6345.00					
VENDOR:											
	1400	NESCO									
S2574450.001	02/24/23	10988	Materials		03/08/23	816.12	.00	ACH			
S2577218.001	02/24/23	11021	Materials		03/08/23	230.88	.00	ACH			
S2577599.001	02/24/23	11029	Materials		03/08/23	473.50	.00	ACH			
VENDOR TOTAL:						1520.50					
VENDOR:											
	1407	NEXT STEP INNOVATION									
NSI23491	02/24/23	10997	Supplies		03/08/23	997.00	.00	ACH			
VENDOR TOTAL:						997.00					
VENDOR:											
	1525	OKTIBBEHA CO. CO-OP									
863995	02/24/23	11037	Top Soil		03/08/23	68.00	.00	ACH			
864283	02/24/23	10995	Uniforms		03/08/23	124.00	.00	ACH			
VENDOR TOTAL:						192.00					
VENDOR:											
	1623	POWERSTROKE EQUIPMENT INC									
7282	02/24/23	11055	Maintenance		03/08/23	60.48	.00	ACH			
VENDOR TOTAL:						60.48					
VENDOR:											
	1887	S & S LINE SERVICE INC									
2521	02/24/23	10904	ROW Clearing		03/08/23	1495.60	.00	ACH			
2522	02/24/23	10904	ROW Clearing		03/08/23	5531.20	.00	ACH			
2523	02/24/23	10904	ROW Clearing		03/08/23	3800.80	.00	ACH			
2525	02/24/23	10904	ROW Clearing		03/08/23	1495.60	.00	ACH			
2526	02/24/23	10904	ROW Clearing		03/08/23	4717.60	.00	ACH			
2527	02/24/23	10904	ROW Clearing		03/08/23	3657.60	.00	ACH			
2528	02/24/23	10904	ROW Clearing		03/08/23	871.20	.00	ACH			
VENDOR TOTAL:						21569.60					
VENDOR:											
	1910	STARKVILLE ELEC-UTILITY BILL									
DEC 2022	02/28/23	0	Utility bills		03/08/23	590.93	.00	DFT			
JAN 2023	02/28/23	0	Utility bills		03/08/23	793.57	.00	DFT			

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE		
PRG. ACTPAYLT			FOR: 03/08/23 ACCOUNT 23200					02/28/23 01:55 PM		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/VOID DATE	ACH SEQ
VENDOR: 1922 STARKVILLE ATHLETIC CLUB			VENDOR TOTAL:		1384.50					
FEBRUARY 2023	02/28/23	0 Membership Fees		03/08/23	40.00	.00	ACH			
VENDOR: 1933 STARKVILLE WATER DEPT			VENDOR TOTAL:		40.00					
JANUARY 2023	02/28/23	0 Water-Sewer Collections		03/08/23	754920.61	.00	ACH			
VENDOR: 1940 STUART C. IRBY			VENDOR TOTAL:		754920.61					
S013414905.001	02/24/23	11039 Materials		03/08/23	3281.00	.00	ACH			
VENDOR: 1944 SOUTHERN POWER & COATING			VENDOR TOTAL:		3281.00					
1513	02/24/23	11061 Maintenance		03/08/23	2896.50	.00	CHK			
VENDOR: 2104 UPS			VENDOR TOTAL:		2896.50					
000012031F053	02/24/23	11063 Postage		03/08/23	15.05	.00	CHK			
000012031F063	02/24/23	11062 Postage		03/08/23	35.14	.00	CHK			
VENDOR: 2300 WALMART COMMUNITY BRC			VENDOR TOTAL:		50.19					
02/19/23 STMT	02/28/23	0 Supplies		03/08/23	299.84	.00	CHK			
VENDOR: 2426 ZERION SOFTWARE			VENDOR TOTAL:		299.84					
2023-111568	02/28/23	0 Computer Software Applicatio		03/08/23	2250.00	.00	ACH			
VENDOR: 864452.34			VENDOR TOTAL:		2250.00					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES			PAGE		
PRG. ACTPAYLT			FOR: 03/08/23 ACCOUNT 23110						12:11 PM		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	RUN DATE	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 9 BUTLER MOTORS											
FEBRUARY 2023	02/28/23	0 Garnishment-Young		03/08/23	300.00	.00	CHK				
VENDOR TOTAL:					300.00						
VENDOR: 76 APAC MISSISSIPPI, INC.											
4000139711	02/17/23	6032 Asphalt		03/08/23	588.00	.00	ACH				
4000139790	02/17/23	6032 Asphalt		03/08/23	617.98	.00	ACH				
4000139878	02/17/23	6032 Asphalt		03/08/23	629.64	.00	ACH				
4000139986	02/24/23	6032 Asphalt		03/08/23	1267.76	.00	ACH				
VENDOR TOTAL:					3103.38						
VENDOR: 124 ATMOS ENERGY											
3020752702-02/23	02/28/23	0 Utility bill		03/08/23	131.32	.00	ACH				
3020752962-02/23	02/28/23	0 Utility bill		03/08/23	63.46	.00	ACH				
VENDOR TOTAL:					194.78						
VENDOR: 186 BRENNTAG MID-SOUTH											
BMS349509	02/21/23	7116 Chemicals		03/08/23	1134.00	.00	ACH				
BMS349510	02/21/23	7116 Chemicals		03/08/23	1134.00	.00	ACH				
VENDOR TOTAL:					2268.00						
VENDOR: 188 BOX CONSTRUCTION LLC											
022123	02/24/23	7209 Sewer Tap		03/08/23	1420.00	.00	ACH				
022123-2	02/24/23	7210 Water Tap		03/08/23	1700.00	.00	ACH				
VENDOR TOTAL:					3120.00						
VENDOR: 220 CENTRAL PIPE SUPPLY											
S100302523.003	02/17/23	5462 Materials		03/08/23	111.00	.00	ACH				
S100322762.001	02/17/23	7159 Materials		03/08/23	17851.26	.00	ACH				
VENDOR TOTAL:					17962.26						
VENDOR: 309 CITY OF STARKVILLE PAYROLL											
FEB 2023 BCBS	02/28/23	0 BCBSMS Insurance		03/08/23	11873.94	.00	ACH				
FEB 2023 METL	02/28/23	0 Metlife Insurance		03/08/23	1332.37	.00	ACH				
VENDOR TOTAL:					13206.31						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	320	COKER ENVIROMENTAL LABS LLC								
6544	02/21/23	6035 Testing		03/08/23	222.00	.00	ACH			
				VENDOR TOTAL:	222.00					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY								
3124346-000-000	02/17/23	5737 Materials		03/08/23	8945.28	.00	ACH			
3125113-002-000	02/24/23	5868 Materials		03/08/23	182.00	.00	ACH			
3130617-002-000	02/21/23	7156 Materials		03/08/23	3750.00	.00	ACH			
3130712-000-000	02/17/23	7170 Materials		03/08/23	180.00	.00	ACH			
3130751-000-000	02/17/23	7173 Materials		03/08/23	285.00	.00	ACH			
3130762-000-000	02/24/23	7177 Materials		03/08/23	14294.70	.00	ACH			
3130865-000-000	02/24/23	7197 Materials		03/08/23	1564.00	.00	ACH			
				VENDOR TOTAL:	29200.98					
VENDOR:	690	GARVER LLC								
21W10050-12	02/28/23	0 Engineering-Green Oaks South		03/08/23	5921.70	.00	ACH			
				VENDOR TOTAL:	5921.70					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-174570	02/17/23	7166 Maintenance		03/08/23	790.77	.00	ACH			
1018-174723	02/21/23	7183 Maintenance		03/08/23	233.22	.00	ACH			
1018-174753	02/21/23	7188 Maintenance		03/08/23	157.68	.00	ACH			
				VENDOR TOTAL:	1181.67					
VENDOR:	765	HYDRA SERVICE, INC.								
165832	02/17/23	5426 Pump Rental		03/08/23	5358.00	.00	ACH			
165833	02/17/23	5423 Materials		03/08/23	316.00	.00	ACH			
165836	02/17/23	5424 Materials		03/08/23	437.00	.00	ACH			
165846	02/17/23	5422 Materials		03/08/23	506.00	.00	ACH			
166233	02/27/23	5425 Pump Rental		03/08/23	1166.00	.00	ACH			
				VENDOR TOTAL:	7783.00					
VENDOR:	1010	JT RAY CO								
230217-0560	02/24/23	6040 Copier Service		03/08/23	54.95	.00	ACH			
				VENDOR TOTAL:	54.95					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 03/08/23 ACCOUNT 23110						3	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ACH SEQ
VENDOR: 1205 LOWE'S										
41749	02/17/23	7185 Tools		03/08/23	417.49	.00	CHK			
901293	02/27/23	7202 Maintenance		03/08/23	398.05	.00	CHK			
				VENDOR TOTAL:	815.54					
VENDOR: 1322 MMC MATERIALS, INC.										
809209	02/17/23	7134 Materials		03/08/23	568.75	.00	ACH			
809451	02/17/23	7134 Materials		03/08/23	405.25	.00	ACH			
				VENDOR TOTAL:	974.00					
VENDOR: 1329 NORTH CENTRAL LABORATORIES										
483292	02/17/23	7136 Lab Supplies		03/08/23	2158.69	.00	ACH			
				VENDOR TOTAL:	2158.69					
VENDOR: 1525 OKTIBBEHA COUNTY COOP										
865290	02/24/23	7191 Uniforms		03/08/23	129.66	.00	ACH			
865978	02/24/23	7191 Uniforms		03/08/23	121.33	.00	ACH			
				VENDOR TOTAL:	250.99					
VENDOR: 1629 PREMIER WELDING AND REPAIR										
1088	02/24/23	6047 Aerator		03/08/23	36900.00	.00	ACH			
1109	02/17/23	7146 Aerator		03/08/23	1200.00	.00	ACH			
				VENDOR TOTAL:	38100.00					
VENDOR: 1800 RACKLEY OIL, INC.										
000592677	02/17/23	7169 Maintenance		03/08/23	69.95	.00	ACH			
				VENDOR TOTAL:	69.95					
VENDOR: 1905 STARKVILLE AUTO PARTS										
5151-158601	02/17/23	7167 Maintenance		03/08/23	50.97	.00	CHK			
5151-158665	02/21/23	7182 Maintenance		03/08/23	267.66	.00	CHK			
5151-158685	02/21/23	7186 Maintenance		03/08/23	58.97	.00	CHK			
				VENDOR TOTAL:	377.60					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1909	STARKVILLE WATER - UTILITIES									
FEB 2023	02/28/23	0	Utility bills		03/08/23	63876.55	.00	DFT			
			VENDOR TOTAL:			63876.55					
VENDOR:	1910	STARKVILLE ELECTRIC DEPT									
14610-0123	02/28/23	0	Due to Elec Dept-146.10		03/08/23	77187.75	.00	ACH			
FEB 2023-FED	02/28/23	0	FED/FICA Tax		03/08/23	21684.21	.00	ACH			
FEB 2023-FR	02/28/23	0	Payroll Reimb		03/08/23	33631.24	.00	ACH			
			VENDOR TOTAL:			132503.20					
VENDOR:	1911	SPRINGER ENGINEERING INC.									
14517	02/28/23	0	Engineering-Babylon Rd		03/08/23	39900.00	.00	ACH			
			VENDOR TOTAL:			39900.00					
VENDOR:	1917	RONNIE JONES CONST, INC.									
20231052	02/27/23	7194	Crusher Run		03/08/23	2254.12	.00	ACH			
			VENDOR TOTAL:			2254.12					
VENDOR:	1920	CANNON FORD LINCOLN OF STARK									
207190	02/17/23	7172	Maintenance		03/08/23	68.62	.00	ACH			
			VENDOR TOTAL:			68.62					
VENDOR:	1922	STARKVILLE ATHLETIC CLUB									
FEBRUARY 2023	02/28/23	0	Membership Fees		03/08/23	30.00	.00	ACH			
			VENDOR TOTAL:			30.00					
VENDOR:	1923	SHURDEN CONSTRUCTION									
002144	02/17/23	7179	Maintenance		03/08/23	3611.58	.00	CHK			
			VENDOR TOTAL:			3611.58					
VENDOR:	1937	SOUTHERN PIPE & SUPPLY									
7646132-00	02/24/23	7157	Materials		03/08/23	351.20	.00	ACH			
			VENDOR TOTAL:			351.20					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 03/08/23 ACCOUNT 23110			RUN DATE 02/28/23		5	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR:	1945	SULLIVAN'S OFFICE SUPPLY							
79436	02/21/23	7187 Supplies		03/08/23	57.99	.00	ACH		
				VENDOR TOTAL:	57.99				
VENDOR:	2104	UPS							
000024W1X6053	02/24/23	6043 Shipping		03/08/23	43.82	.00	CHK		
000024W1X6063	02/24/23	6043 Shipping		03/08/23	57.47	.00	CHK		
				VENDOR TOTAL:	101.29				
VENDOR:	2111	USA BLUEBOOK							
270702	02/21/23	7181 Materials		03/08/23	2793.06	.00	ACH		
276598	02/27/23	7181 Materials		03/08/23	1679.85	.00	ACH		
				VENDOR TOTAL:	4472.91				
VENDOR:	2202	WAYPOINT ANALYTICAL							
1072426	02/17/23	6042 Testing		03/08/23	288.00	.00	ACH		
1072556	02/17/23	6042 Testing		03/08/23	288.00	.00	ACH		
1072720	02/24/23	6042 Testing		03/08/23	288.00	.00	ACH		
				VENDOR TOTAL:	864.00				
VENDOR:	2304	WADE, INC							
P23008	02/17/23	7168 Maintenance		03/08/23	63.33	.00	CHK		
				VENDOR TOTAL:	63.33				
VENDOR:	99009807	MS DEPT OF EMPLOYMT SECURITY							
FEBRUARY 2023	02/28/23	0 Garnishment-Briggs		03/08/23	206.00	.00	CHK		
				VENDOR TOTAL:	206.00				
				GRAND TOTAL:	375626.59				



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Police and City Hall
AGENDA DATE: 3-07-2023
PAGE: 1 of 12

SUBJECT: Request approval to enter into a revised Mechanical Service Agreements with Brislin, Inc for the Police Department and City Hall for inspections and maintenance of equipment.

AMOUNT & SOURCE OF FUNDING: Police budgeted expense: 001-201-630-426 Building Maintenance
City Hall budgeted expense:001-192-630-403 Building Maintenance

**REQUESTING
DEPARTMENTS:** Police and CCO

**DIRECTOR'S
AUTHORIZATION:** Police Chief Ballard
and City Clerk Lesa Hardin

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION: Contracts are renewed every two years.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:



Starkville Police Department
101 East Lampkin Street
Starkville, MS 39759

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
April 1, 2023 to March 31, 2024

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least six (6) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$105.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$115.00 per hour for after normal operating hours, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$300.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April 2023 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing belts & **FILTERS**, flushing drains and monitoring equipment operations.
2. Three (3) inspection services, which includes monitoring equipment operations and visual inspection of coils, cleaning and flushing condensate drains and pans. Filter replacement included.
3. Two (2) Filter replacements only.
4. Monthly (12 times) Heating water and chill water closed loop systems service ONLY. This will include collecting water samples and test the treated waters. A written report will be submitted documenting the results of the service. Any systems found needing chemical will be added at that time. Chemical cost is NOT included in this proposal and will be added at extra cost with proper authorization from the Starkville Police Department.

Your cost of this Maintenance Agreement: \$15,420.00 per year plus tax;

Payable in six (6) equal amounts of \$2,570.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____

HVAC MAINTENANCE / INSPECTION CHECKLIST



CUSTOMER: STARKVILLE POLICE DEPARTMENT
ADDRESS: 101 EAST LAMPKIN STREET
CITY/STATE: STARKVILLE, MS 39759
CONTACT: SGT. REEVES 662-769-4415 OR 662-323-4134
NOTES: MARCH SERVICE
L.S. ON: 01/19/22 **WO#**

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE
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Weather Conditions	
Rainy	Clear
Cloudy	Partly Cloudy
Humid	
Outside Temp	Inside Temp (Avg)

1. Clean drain pan & lines. Add algaecide tablets.
2. Check performance & service of all major components.
-Document any deficiencies found.
3. Lubricate moving parts needed.
4. Check refrigerant charge & record. (annually or as needed)
5. Test amperage & voltage & record. (annually or as needed)
6. Inspect for oil & refrigerant leaks. Document any leaks found.
7. Check operating & safety controls & adjust or repair as needed.
8. Check air distribution temperatures & record.
9. Inspect condenser & evaporator coils.
10. Wash evaporative & condenser coils (*coil cleaner OR water*)
11. Clean/brush evaporative coils
12. Tighten electrical connections on equipment as needed
13. Check belts & drives, tighten as needed
14. Replace belts (if required)
15. Check temperature control system & make minor repairs.
-Document any deficiencies found
16. Check & adjust economizer linkage & controls (if applicable)
17. Replace filters & wash air filters (includes OSA filters)
18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
2) 10x22x1	1) 4L440
10) 10x28x1	1) 4L450
15) 10x34x1	
2) 11x20x1	
6) 16x16x1	
2) 16x20x1	
4) 16x20x2	
4) 20x24x4 – MERV 13	

REMARKS:

CUSTOMER'S SIGNATURE	DATE	SERVICE MANAGER
TECHNICIAN'S SIGNATURE	DATE	SCHEDULED DATE

FAN COIL UNITS - (36 IN USE)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
A	FCU 1-1	WILLIAMS	LH-R006	351193-1	DD	RM 172, 173, 175
	FCU 1-2		LH-R006	351193-44		RM 177, 178
	FCU 1-3		LH-R006	351193-44		RM 170, 180
	FCU 1-4		LH-R004	351193-3		OPERATORS 179
	FCU 1-5		LH-R004	351193-3		VENDING 102
	FCU 1-6		CV-B004	351193-14		LOBBY 101
	FCU 1-7		CV-B010	351193-45		COMMUNITY RM 103
	FCU 1-8		CV-B004	351193-14		PATROL LT 110, 111
	FCU 1-9		CV-B004	351193-14		SP. OPS. 112,113
	FCU 1-10		LH-R004	351193-3		LOBBY 119
	FCU 1-11		LH-R006	351193-44		PATROL SGTS 116
	FCU 1-12		LH-R003	351193-5		RM 125, 126, 127
	FCU 1-13		LH-R006	351193-44		BOOKING/HOLDING
	FCU 1-14		LH-R006	351193-1		EXERCISE 136
	FCU 1-15		LH-R008	351193-12		ROLL CALL/BREAK
	FCU 1-16		NOT USED	NOT USED		NOT USED
	FCU 1-17		LH-R006	351193-44		RM 140, 144, 146, 147
	FCU 1-18		LH-R003	351193-5		CORRIDOR 122
	FCU 1-19		LH-R006	351193-44		RM 155,156, 169
	FCU 1-20		LH-R004	351193-3		RM 163, 167, 168
	FCU 1-21		NOT USED	NOT USED		NOT USED
	FCU 1-22		LH-R006	351193-1		RM 160, 161, 164, 165
	FCU 2-1		CV-B004	351193-18		POLICE CHIEF 250
	FCU 2-2		CV-B004	351193-16		ASST. CHIEF 255
	FCU 2-3		CV-B004	351193-14		RM 257, 248
	FCU 2-4		CV-B010	351193-46		RM 242,247,258,259,264
	FCU 2-5		NOT USED	NOT USED		NOT USED
	FCU 2-6		LH-R006	351193-44		2ND FLOOR OFFICES
	FCU 2-7		NOT USED	NOT USED		NOT USED
	FCU 2-8		LH-R004	351193-3		OPS CAPT 260
	FCU 2-9		LH-R004	351193-3		ADMIN CAPT. 241
	FCU 2-10		LH-R006	351193-1		DETECTIVE 238, 239
	FCU 2-11		LH-R004	351193-3		INVS. LT. 237
	FCU 2-12		LH-R004	351193-3		RM 229, 231, 233
	FCU 2-13		NOT USED	NOT USED		NOT USED
	FCU 2-14		LH-R006	351193-44		RM 206, 209, 211
	FCU 2-15		LH-R004	351193-3		RM 223, 224, 225
	FCU 2-16		LH-R006	351193-44		RM 220, 222, 236
	FCU 2-17		LH-R006	351193-44		BREAK 214
	FCU 2-18		LH-R004	351193-3		RM 207, 208
	FCU 2-19		NOT USED	NOT USED		NOT USED
	FCU 2-20		LH-D002	351193-9		STAIR 216

CHILLER						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
B	ACCH-1	YORK	YLAA0058HE17	11551C75979204		
AIR HANDLER						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
C	AHU	YORK	XTL-0042X054-SAHA017A	ABEMXT0108	DD	
DUCTLESS SPLIT SYSTEMS						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
D	CU	LG	LMU36CHV	609KCNL04F95		
	CU		LUU367HV	610KCB0DTN81		
UNIT HEATERS (3 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
E	HWUH-1	MODINE	HC86SB01SA	39010217-2164-		MECHANICAL 142
	HWUH-2		HC86SB01SA	39010217-2165-		GARAGE 141
	HWUH-3		HC86SB01SA	39010317-1324-		GARAGE 138
EXHAUST FANS (11 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
F	EF-2	GREENHECK	SP-80-VG		DD	CEILING - TOILET 106
	EF-3		SP-80-VG			CEILING -TOILET 107
	EF-4		SP-80-VG			CEILING -TOILET 171
	EF-5		SP-80-VG			CEILING -TOILET 249
	EF-6		SP-80-VG			CEILING -TOILET 245
	EF-7		SP-80-VG			CEILING -TOILET 218
	EF-8		SP-80-VG			ROOF - TOILET 219
	EF-9		G-133-VG-4	14951337		ROOF - MECHANICAL 142
	EF-10		G-183-VG-7	14951352		ROOF - GARAGE 138
	EF-12		SQ-98-VG-7	14951240		CEILING - EVIDENCE 144
	EF-13		SQ-98-VG	14951240		CEILING - EVIDENCE 144
BOILER (2 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
G	B-1	LAARS	NTH285NEN3	G17 388299		MECHANICAL 142
	B-2		NTH285NEN3	G17 388301		MECHANICAL 142
CHILL WATER PUMP (2 TOTAL) HOT WATER PUMP (2 TOTAL) ---- 4 TOTAL PUMPS						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
H	CWP-1	BELL &	E-80	C237362-02C71		
	CWP-2		E-80	C237362-01A71		
	HWP-1	GOSSETT	E-80	C237361-02A71		
	HWP-2		E-80	C237361-01A71		
ERV						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
I	ERV-1	GREENHECK	EV-20-15L-A	14858978	4L440R	
					4L450R	
BIG ASS CEILING FANS (3 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
J	CF-1	MARCRO	AIRVOLUTION-D 370		DD	ROLL CALL/BREAK
	CF-2	AIR	AIRVOLUTION-D 370			ROLL CALL/BREAK
	CF-3		AIRVOLUTION-D 370			ROLL CALL/BREAK
MINI-SPLITS (3 TOTAL)						
SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	BELT	LOCATION / NOTES
K	MSE 1A	LG	LSN090HSVA	601KAZK06773	DD	DATA 115
	MSE 1B		LSN180HSV4	612KATM0AA05		DATA 626
	MSE 2		LNH367HV	610KCB0DTN92		E.O.C. 203

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:

City of Starkville
Starkville City Hall
110 West Main Street
Starkville, MS 39759

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
March 1, 2023 to February 28, 2024



AIR CONDITIONING • HEATING • VENTILATION
INDUSTRIAL SHEET METAL FABRICATION
COMMERCIAL PLUMBING • PROCESS PIPING

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least four (4) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$105.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$115.00 per hour for after normal operating hours, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$300.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March 2023 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing Multi-pleated Merv-10 filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: \$4,800.00 per year plus tax;

Payable in four (4) equal amounts of \$1,200.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____

HVAC MAINTENANCE / INSPECTION CHECKLIST



CUSTOMER: STARKVILLE CITY HALL
ADDRESS: 110 WEST MAIN STREET
CITY/STATE: STARKVILLE, MS
CONTACT: LESA HARDIN 662-323-2525 EXT: 3117
NOTES: 7 UNITS – APRIL SERVICE – 1ST MSA
L.S. ON: 01/23/23 **WO#**

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE
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Weather Conditions	
Rainy	Clear
Cloudy	Partly Cloudy
Humid	
Outside Temp	Inside Temp (Avg)

1. Clean drain pan & lines. Add algaecide tablets.
2. Check performance & service of all major components.
-Document any deficiencies found.
3. Lubricate moving parts needed.
4. Check refrigerant charge & record. (annually or as needed)
5. Test amperage & voltage & record. (annually or as needed)
6. Inspect for oil & refrigerant leaks. Document any leaks found.
7. Check operating & safety controls & adjust or repair as needed.
8. Check air distribution temperatures & record.
9. Inspect condenser & evaporator coils.
10. Wash evaporative & condenser coils (*coil cleaner OR water*)
11. Clean/brush evaporative coils
12. Tighten electrical connections on equipment as needed
13. Check belts & drives, tighten as needed
14. Replace belts (if required)
15. Check temperature control system & make minor repairs.
-Document any deficiencies found
16. Check & adjust economizer linkage & controls (if applicable)
17. Replace filters & wash air filters (includes OSA filters)
18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
12) 16x20x2	4) BX68
2) 16x25x2	
28) 20x20x2	
11) 20x25x2	
2) 20x30x2	
2) WASHABLE	

REMARKS:

CUSTOMER'S SIGNATURE	DATE	SERVICE MANAGER
TECHNICIAN'S SIGNATURE	DATE	SCHEDULED DATE

DATE:

SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	FILTERS	BELTS	LOCATION / NOTES
RTU1		TRANE	YHD180F3RXA03D	144510117D	8) 20X20X2	1) BX68	FIRST FLOOR COURT CLERK
					4) 16X20X2		
RTU2		TRANE	YHD180F3RXA03D	144510113D	8) 20X20X2	1) BX68	FIRST FLOOR COURT ROOM
					4) 16X20X2		
RTU3		TRANE	YHD180F3RXA03D	144510131D	8) 20X20X2	1) BX68	FIRST FLOOR CITY CLERK
					4) 16X20X2		
RTU4		TRANE	YHC092F3RXABC0C	144410384L	4) 20X25X2	DD	2ND FLOOR - MAYOR
RTU5		TRANE	YHD150F3RXB04D	144510714D	4) 20X20X2	1) BX68	SECOND FLOOR
					4) 20X25X2		
RTU6		TRANE	YHC120E3RXA0ZC0C	144312859L	3) 20X25X2	DD	SECOND FLOOR SHELL - SOUTH
					2) 20X30X2		
#7A	SPLIT	TRANE	TDH1B065A9H31BA	15075K5B7G	1) 16X25X2	DD	MEZZANINE
			4TTA3036B3000AA	141318KW3F			
#7B	SPLIT	TRANE	TDH1B065A9H31BA	14343Y92G	1) 16X25X2	DD	MEZZANINE
			4TTA3036B3000AA	14184YLN3F			
	2) MINI-SPLITS				2) WASHABLE		1) INSTALLED BY BRISLIN
							1) INSTALLED BY OTHER



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 3/7/23
PAGE: 1 of

SUBJECT: Request permission to accept an Assistance to Firefighters Grant-EMW-2021-FG-03372 for the amount of \$155,000 to purchase 50 sets of turnout gear.

AMOUNT & SOURCE OF FUNDING :

001-261-730-550 Firefighter Assistance Grant with a budget adjustment from 001-261-918-805 Misc Fire Equipment and Turnout Gear.

Total grant \$155,000:

FEMA amount \$140,909.09

City match \$14,090.91 + JMCM amount for writing grant \$6,709.96

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Fire Chief Yarbrough

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

SUGGESTED MOTION: Move approval to accept an Assistance to Firefighters Grant-EMW-2021-FG-03372 for the amount of \$155,000 to purchase turnout gear.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 7, 2023
Page: 1

SUBJECT:

Request authorization to hire Stevenson Tutton as a Sanitation Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Stevenson Tutton - 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 Jaylin Davis 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 Stevenson Tutton 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: March 07, 2023
Page: 1

SUBJECT:

Request authorization to hire Scott Grice as a Principal Systems Administrator in the Information Technology Department.

AMOUNT & SOURCE OF FUNDING:

Exempt annual salary of \$70,055.00 (\$33.68 hr) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-123-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Scott Grice who resigned and is returning pending Board approval.

REQUESTING DEPARTMENT:

Information Technology Department

DIRECTOR'S AUTHORIZATION:

Joel Clements, Information Technology Director

FOR MORE INFORMATION CONTACT:

Joel Clements, Information Technology Director
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Scott Grice as a Principal Systems Administrator in the Information Technology Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: March 07, 2023

Page: 1

SUBJECT:

Request authorization to hire Shanna Cunningham as an Administrative Assistant in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Grade 12, non exempt salary of \$41,500 (\$19.95 per hour) based on 2080 hours per year.

LINE ITEM

Budgeted from line item # 001-201-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Latasha Key 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:

Move approval to hire Shanna Cunningham as an Administrative Assistant in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: March 07, 2023

Page: 1

SUBJECT:

Request authorization to hire Colton Birmingham as a Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Colton Birmingham- non-exempt salary for a non-certified Police Officer, @ \$42,000 (\$18.78 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

This is a replacement position previously held by Christopher English 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 Colton Birmingham as a Police Officer in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: March 7, 2023

Page: 1

SUBJECT:

Request authorization to hire John Arnold and James Pumphrey as Entry Level Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

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

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

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

These are replacement positions previously held by LeAnn Bates, and Ryan Classen 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 John Arnold and James Pumphrey as Entry Level Firefighters in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: March 07, 2023

Page: 1

SUBJECT:

Request approval of the promotion of Jeremy Weaver to the rank of Sergeant in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Budgeted from line item # 001-261-420-103

Name	Title	Salary
Jeremy Weaver	Sergeant	\$40,044.68 (\$14.53)

AUTHORIZATION HISTORY:

This is a replacement position previously held by Melvin Fort who resigned.

REQUESTING DEPARTMENT:

Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Charles Yarbrough, Fire Chief or
Nav Ashford, Human Resources Director/COO

SUGGESTED MOTION:

Move approval of the promotion of Jeremy Weaver to the rank of Sergeant in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 07, 2023
Page: 1

SUBJECT:

Request authorization to hire John Scott as the Assistant Manager in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Exempt Annual Salary of \$145,000 (\$69.71 per hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This is a replacement position previously held by Jacon Forrester 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 John Scott as the Assistant Manager in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 07, 2023
Page: 1

SUBJECT:

Request authorization to hire Noah Jones as Apprentice Linemen in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Noah Jones - non-exempt Salary for Apprentice Lineman I, 44,384 (\$21.34 per hour) based on 2080 hours.

FISCAL NOTE:

Paid 100% by Electric Division of Starkville Utilities; Salaries expense allocated based on Electric Job Work Orders

AUTHORIZATION HISTORY:

These are replacement positions previously held by Phillip Quinn who retired.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Navarrete Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Noah Jones as Apprentice Linemen in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 07, 2023
Page: 1

SUBJECT:

Request authorization to hire Charles Jordan as a Water Distribution Supervisor in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Charles Jordan - non-exempt salary of 50,000 (\$24.04 per hour) based on 2080 hours.

FISCAL NOTE:

Paid 100% by Water Division of Starkville Utilities.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Ellis Agnew who retired.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Navarrete Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Charles Jordan as a Water Distribution Supervisor in the Starkville Utilities Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 3/7/2023
PAGE: 1 of 1**

SUBJECT: Request approval of purchase of a mass texting and communication system from CivicPlus, the existing web software provider, for a cost of \$8,024.74 the first year, and \$11,234.64 each year going forward.

AMOUNT & SOURCE OF FUNDING:

Costs associated with the project will come from account #001-120-600-300 (Professional Services)

FISCAL NOTE: This purchase is sole source due to our requirement that the communication system integrate natively with our existing web package, which is also a CivicPlus product

**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 system will allow City departments to communicate timely information to citizens via text, email, or voice call.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-30652-1

Date:

10/20/2022 2:51 PM

Expires On:

3/31/2023

Client:

STARKVILLE, MISSISSIPPI

Bill To:

STARKVILLE, MISSISSIPPI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Elizabeth Vesta	x	elizabeth.vesta@civicplus.com		Net 45

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicReady Core Package	CivicReady Core Package		USD 0.00
1.00	CivicReady Core - Mass Communications	Emergency and Mass Notification platform with Multi-Channel Alerting, Templates, Geo-targeting Alerting, Polling, Mobile Apps (Government and Public), SSO with CivicPlus products	Renewable	USD 10,699.66
1.00	CivicReady Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -2,674.92
1.00	CivicReady Standard Implementation	CivicReady Standard Implementation	One-time	USD 0.00

List Price - Year 1 Total	USD 11,854.66
Total Investment - Year 1	USD 8,024.74
Annual Recurring Services - Year 2	USD 11,234.64

Total Days of Quote:365

Term & Payment

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicReady Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.

CivicReady Functionality

5. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an internet-hosted software application (the "Services"). Client's database(s) shall be limited to containing contact data located within the geographic boundaries of Starkville MS - CivicReady. Client may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

CivicReady Appropriate Use of Service

6. Client agrees not to make any attempt to gain unauthorized access to the Services or any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access the Service, or otherwise delivered by Service on behalf of Client.

7. Client shall be solely responsible for compliance with, and any violations of, all applicable laws regarding outbound telemarketing including the CAN-SPAM ACT, State and Local telemarketing laws and requirements.

Account Information and Privacy

8. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

9. Client represents and warrants that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties and Limitation of Liability

10. Client is responsible for implementing sufficient procedures and checkpoints to satisfy Client's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. CIVICPLUS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT CLIENT'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO CLIENT'S USE OF THE SERVICES OR TO CLIENT'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

11. CLIENT'S USE OF THE SERVICES IS AT CLIENT'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CIVICPLUS NOR ANY PERSON ASSOCIATED WITH CIVICPLUS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CIVICPLUS NOR ANYONE ASSOCIATED WITH CIVICPLUS REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET CLIENT'S NEEDS OR EXPECTATIONS.

12. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CIVICPLUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM CLIENT'S USE, MISUSE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM CLIENT'S USE OF THE SERVICES, UNAUTHORIZED ACCESS TO OUR SERVERS, SERVER UNAVAILABILITY AND ANY PERSONAL INFORMATION STORED THEREIN, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, DATA PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED, TO CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE AND WHETHER OR NOT CIVICPLUS WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES OR DESTRUCTIVE PROPERTIES OF THE SERVICE. IN NO EVENT SHALL CIVICPLUS'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE TOTAL SUM OF MONIES PAID FROM CLIENT TO CIVICPLUS AS CONSIDERATION FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Internet Delays

13. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks & Recreation
AGENDA DATE: March 7th, 2023
PAGE: 1 of 3

SUBJECT: Consideration of approval of Change Order #10 to add the amount of \$25,000.00 for the pedestal design and construction of the Cool Papa Bell sculpture for Cornerstone Sports Complex.

AMOUNT & SOURCE OF FUNDING: 380-551-907-945 (T & M Contract Cornerstone)

FISCAL NOTE:

- Neel Schaffer structural design - \$5,000.00
- Sculpture pedestal construction - \$18,977.00
- Inspection - \$ 1,023.00

TOTAL: \$25,000.00

AUTHORIZATION HISTORY:

**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: Move for approval of Change Order #10 to add \$25,000.00 price increase for the sculpture construction and inspection.

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

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 10	
OWNER:	City of Starkville	DATE:	2/14/2023
CONTRACTOR:	T & M Steel Erectors, Inc.		

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	Neel Shaffer structural design		\$5,000.00
2	Sculpture pedestal construction		\$18,977.00
3	Inspection		\$1,023.00
	TOTALS	\$0.00	\$25,000.00
	OVERALL TOTAL		\$25,000.00

JUSTIFICATION: Pedestal design and construction for Cool Papa Bell sculpture.

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$7,417.00
Change Order #2 increased the contract amount by:	\$35,747.00
Change Order #3 increased the contract amount by:	\$7,943.00
Change Order #4 increased the contract amount by:	\$103,120.00
Change Order #5 increased the contract amount by:	\$0.00
Change Order #6 increased the contract amount by:	\$214,894.00
Change Order #7 increased the contract amount by:	\$12,773.00
Change Order #8 increased the contract amount by:	\$19,380.00
Change Order #9 increased the contract amount by:	\$3,000.00
Change Order #10 increased the contract amount by:	\$25,000.00
The Contract Total including this change order will be:	\$9,502,338.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
Change Order 2 increased the Contract Completion Date by the following # of days:	"10"
Change Order 3 increased the Contract Completion Date by the following # of days:	"28"
Change Order 4 increased the Contract Completion Date by the following # of days:	"21"
Change Order 5 increased the Contract Completion Date by the following # of days:	"175"
Change Order 6 increased the Contract Completion Date by the following # of days:	"0"
Change Order 7 increased the Contract Completion Date by the following # of days:	"0"
Change Order 8 increased the Contract Completion Date by the following # of days:	"0"
Change Order 9 increased the Contract Completion Date by the following # of days:	"0"
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	_____	_____
	Phase Manager - David D'Aquilla	Date
Recommended	_____	_____
	Project Manager - Sam Henry	Date
Accepted	_____	_____
	Contractor - T & M Steel Erectors, Inc.	Date
Approved	_____	_____
	City of Starkville Mayor Lynn Spruill	Date

T & M Steel Erectors, Inc

General Contractors

P O Box 2305 Columbus, MS 39704 662-328-2860* FAX 662-328-2889*

officetmsteel@gmail.com

February 3, 2023

Sam Henry
Dt Design Studio
6465 N. Quail Hollow, Suite 401
Memphis, TN 38120

Re: Cornerstone Phase 3 Statue Foundation Proposal

We propose to furnish labor and materials to construct the foundation as shown on Sheet S301 prepared by Neel-Schaffer Engineers for the sum of \$18,977.00. We will also furnish a boom truck and operator to set the statue on the foundation. Statue provider to do all the installation.

Respectfully Submitted,

Tom Sneed

Tom Sneed
Construction Manager



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: March 7, 2023
PAGE: 1 of 1**

SUBJECT:

Request approval to enter into a Memorandum of Understanding regarding Automated License Plate Readers (ALPR) between the Mississippi Transportation Commission, acting through the Mississippi Department of Transportation, and the City of Starkville.

AMOUNT & SOURCE OF FUNDING: n/a

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Cpl. Chris Jackson 662-769-4425

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval for The Starkville Police Department to accept and enter into the attached Memorandum of Understanding regarding Automated License Plate Readers (ALPR). This agreement will be between the Mississippi Transportation Commission, acting through the duly-authorized Executive director of the Mississippi Department of Transportation, and the City of Starkville.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
The City of Starkville of Oktibbeha County, MISSISSIPPI**

This Memorandum of Understanding (“Agreement”) is made and entered into by and between the Mississippi Transportation Commission (“COMMISSION”), a body corporate of the State of Mississippi, acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation (“MDOT”), and the City of Starkville (“Local Agency”), effective as of the date of latest execution below.

WITNESSTH:

WHEREAS, the COMMISSION, through MDOT, is charged with the construction and maintenance of the State Highway System; and

WHEREAS, pursuant to Section 65-1-8 of the Miss. Code Ann. (1972), the COMMISSION is further charged with making proper and reasonable rules and regulations for the removal of any form of obstruction from the public rights-of-way, and reserves the authority to remove any and all unauthorized obstructions from said rights-of-way; and

WHEREAS, the Local Agency is a duly-elected or appointed governmental organization for the above-named jurisdiction and is responsible for the placement and maintenance of **Automatic License Plate Readers (ALPR)** or other permanently mounted law enforcement devices including but not limited to those provided through the Department of Homeland Security; and

WHEREAS, the Local Agency is desirous of placing an APLR on MDOT rights-of-way and agrees to assume all responsibility for the safety of its employees and/or agents working within said rights-of-way; and

WHEREAS, the COMMISSION is a body corporate under the laws of the State of Mississippi, and is authorized to enter into this Agreement under the provisions of Section 65-1-8 of the Miss. Code Ann. (1972), and the Local Agency and the COMMISSION desire to set forth more fully the understandings of the parties by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the stated premises and of the mutual promises contained herein, the Local Agency and COMMISSION do agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. THE LOCAL AGENCY:

1. Provide MDOT with half-scale plans signed by a licensed professional engineer in the State of Mississippi depicting all aspects of the ALPR hardware proposed for installation including a separate electrical power source and separate cabinet installation; and
2. Provide MDOT with a Traffic Control Plan as well as administer the placement of all temporary traffic control devices in accordance with Part 6 of the Manual On Uniform Traffic Control Devices (MUTCD) that are necessary for the work within the right of way necessary for the installation, repair, or removal of the ALPR; and
3. Notify the MDOT designee in writing within a minimum of one (1) week prior to the installation or removal of an ALPR in order to coordinate MDOT's inspection of the work; and
4. Bear the entire risk of loss or damage to the ALPR due to any and all causes whatsoever. In the event there is loss or damage of any kind to MDOT traffic control devices used to mount and/or support, permanently or otherwise, the ALPR, the traffic control devices will be repaired at MDOT's discretion pending availability of staff and materials.

B. THE COMMISSION:

1. Upon notification from the Local Agency of an intended installation of an ALPR, MDOT District personnel, upon consultation with the appropriate MDOT support Divisions, will advise the Local Agency designee as to any safety or operational or roadway infrastructure concerns that may result in required actions to be taken by the Local Agency to mitigate these concerns or the denial of the ALPR at the requested location if the identified concerns cannot be mitigated; and
2. Inspect, as directed, the installation, repair, and removal activities for the ALPR; and
3. Verify proper placement of all traffic control devices as soon as practical; and
4. Designate an MDOT employee as the point of contact to receive notifications of the installation, repair, or removal activities by the Local Agency.

II. NOTICE AND DESIGNATED AGENTS

The COMMISSION executes its orders and directives through MDOT. All notices and correspondence with the COMMISSION shall be directed to the designated agent shown below. Similarly, all notices and correspondence with the Local Agency shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement. The designated agents for the parties are:

COMMISSION:

Matt Dunn
District Engineer
PO Box 2060
Tupelo, MS 38803
Telephone: 662-842-1122
Facsimile: 662-844-5731

Local Agency:

Telephone:
Facsimile:

III. GENERAL PROVISIONS

1. The relationship of the Local Agency to the COMMISSION is that of an independent contractor, and the Local Agency covenants and agrees that it and its employees will neither hold themselves out as, or claim to be, officers or employees of the COMMISSION or MDOT by reason hereof. The Local Agency and its employees and officials will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the COMMISSION or MDOT, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or any form of tax withholding.
2. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act, codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the Local Agency and every contractor or subcontractor employed by the Local Agency shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the

Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

3. The COMMISSION shall not be a party to any contract or subcontract entered into by the Local Agency, other than this Agreement.
4. The ALPR shall remain the sole and exclusive property of the Local Agency. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to the ALPR to the COMMISSION or MDOT or any person or entity not a signatory hereto except as described in this Agreement.
5. Ownership of the data or images collected from the ALPR shall remain the sole and exclusive property of the Local Agency. MDOT does not own, store, or warrant the accuracy of any data or images collected from the ALPR. Neither the COMMISSION nor MDOT shall be liable for any claims, actions, suits, losses and/or damages that may arise from and/or are connected with the Local Agency's use or misuse of the ALPR.

IV. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

V. SEVERABILITY

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

VI. TERMINATION OF AGREEMENT

This Agreement may be immediately terminated upon the written notification by the Executive Director of MDOT to the Local Agency authorized designee.

VII. LIABILITY

The COMMISSION in executing this Agreement shall not be held responsible for any damage, which may be caused or inadvertently done to the ALPR regardless of the source or cause of any such damage. The Local Agency agrees to assume and accepts all responsibility for the safety of the traveling public during the installation, removal, and maintenance of the ALPR and/or any and all traffic control devices described under this Agreement.

The Local Agency does hereby covenant and agree to indemnify and hold harmless the COMMISSION and MDOT from and against any claims, actions, suits, causes, or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the Local Agency, or any servants, agents or employees of the Local Agency in the installation, repair, or removal of the ALPR as well as any and all traffic control devices described in the Agreement.

VIII. AUTHORITY TO CONTRACT

The undersigned hereby execute this Memorandum of Understanding and assure that the authority to execute this Agreement has been granted by the appropriate governing bodies.

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 20 __.

THE LOCAL AGENCY

By: _____
(*Insert Title*)

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 20 __.

MISSISSIPPI TRANSPORTATION COMMISSION, by and through the duly authorized Executive Director

Brad White, Executive Director
Mississippi Department of Transportation
Book _____ Page _____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: March 7, 2023
PAGE: 1 of 1**

SUBJECT:

Request authorization to declare a 2010 Hyundai Genesis VIN#5089 as surplus and advertise for sale to the highest bidder on govdeals.com

AMOUNT & SOURCE OF FUNDING: \$

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Cpl. Moultrie Lacey 662-769-4415

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Request authorization to declare a 2010 Hyundai Genesis VIN#5089 as surplus and advertise for sale to the highest bidder on govdeals.com



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: March 7, 2023
PAGE: 1 of 1**

SUBJECT:

Request approval for Cpl. Chris Jackson to attend the IACIC (International Association of Computer Investigative Specialists) basic computer forensics examiner course to be held in Orlando, Florida April 24th through May 5th, 2023. The course is \$3,795.00 and the hotel cost is \$2,624.18 for a total of \$6,419.18. All fees associated with the course and hotel will be reimbursed by the Attorney General's office when the course is completed.

AMOUNT & SOURCE OF FUNDING:

Basic Computer Forensics Examiner -----	\$3,795.00
Hotel -----	<u>\$2,624.18</u>
TOTAL	\$ 6,419.18

LINE ITEM

Police Training/Education/Travel #001-201-690-552

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Cpl. Chris Jackson 662-769-4425

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval for Cpl. Chris Jackson to attend the IACIC (International Association of Computer Investigative Specialists) basic computer forensics examiner course to be held in Orlando, Florida April 24th through May 5th, 2023. The course is \$3,795.00 and the hotel cost is \$2,624.18 for a total of \$6,419.18. All fees associated with the course and hotel will be reimbursed by the Attorney General's office when the course is completed.



Joshua Wilson <j.wilson@cityofstarkville.org>

Fwd: IACIS Invoice - 100239

1 message

Christopher Jackson <c.jackson@cityofstarkville.org>

Thu, Feb 23, 2023 at 9:48 PM

To: Joshua Wilson <j.wilson@cityofstarkville.org>, Caryl Pritchard <caryl.pritchard@cityofstarkville.org>

The invoice for the training in April will need to be put on the next agenda meeting. Sgt. Wilson will be able to set the hotel up. The Attorney General's Office will reimburse the training and hotel fee once completed.

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

From: **IACIS Support** <support@iacis.com>

Date: Thu, Feb 23, 2023 at 9:45 PM

Subject: IACIS Invoice - 100239

To: <c.jackson@cityofstarkville.org>



Christopher, thank you for your recent IACIS order. Please find the invoice below.

Invoice Date: **2/23/2023**
 Sale ID: **100239**
 Prepared For: **Christopher Jackson**
 Starkville Police Department
 101 E. Lampkin Street
 Starkville, MS 39759
 United States

Description	Amount
Basic Computer Forensics Examiner @ Caribe Royale Hotel - Orlando Florida 2023 between 04/24/2023 and 05/05/2023	\$3,795.00
Membership (waived with purchase)	\$0.00
Total	\$3,795.00

Pay Now

Your Room Information

Guest Name: CHRIS JACKSON
Guests: 1 Adult
Rooms: 1
Room Plan: 1 KING BED STUDY NONSMOK

Your Rate Information

BEST AVAILABLE RATE

Rate per night

Apr-23-2023 - May-06-2023

177.85 USD

Total for Stay per Room Rate

2,312.05 USD

Taxes

312.13 USD

Total price for Stay

2,624.18 USD*Card*[Modify Your Reservation >>](#)

What To Expect When You Arrive



Clean & Ready for You

We are creating an even cleaner stay for you from your guest room to public areas to food and beverage.



A Safer Stay

Please check with local health and government authorities about any health and safety requirements that may be in place at the time of your stay.



Upon Request Housekeeping

Whether that means calling the front desk to get your room cleaned or keeping your room to yourself, control over your stay is up to you.



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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Mar. 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 617 W. Main St. Starkville, MS 39759 with the parcel number 118O-00-274.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by CAROLYN FORSIDE
617 W. Main St. Starkville, MS 39759

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Thursday Feb. 9, 2023, at approximately 15:56.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez's request on Friday, Feb. 10, 2023, at approximately 11:05 and deemed the structure at 617 W. Main St. Starkville, MS 39759 is dilapidated.
3. Violation notice was created by Officer Sarah Perez on Friday, Feb. 10, 2023, at approximately 16:24 and mailed to the property owner.
4. A second inspection performed by Code Enforcement Officer Sarah Perez, was done on Wednesday Feb. 22, 2023, at approximately 10:50. 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 617 W. Main St. Starkville, MS 39759 with the parcel number 118O-00-274.00 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.

617 W. Main St. Starkville, MS 39759 with the parcel number 118O-00-274.00, Oktibbeha County Property Link public tax information.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 2/10/2023

Tax Year 2022

Records Last Updated 2/9/2023

PROPERTY DETAIL		
OWNER	FORSIDE CAROLYN	ACRES : **NA**
	617 W MAIN ST	LAND VALUE : 9000
		IMPROVEMENTS : 18340
	STARKVILLE MS 39759	TOTAL VALUE: 27340
		ASSESSED : 4101

PARCEL 118O-00-274.00

ADDRESS **NA**

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	226.01	0.00	227.14
CITY	123.56	0.00	124.18
SCHOOL	270.67	0.00	272.02
TOTAL	620.24	0.00	623.34 .50% Penalty

[Pay Taxes](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL LOT 18 C CITY BLOCK 13
HOMESTEAD CODE None	968/40
TAX DISTRICT 3110	MAP 118O DB/PG 321/430 919/207
PPIN 004103	B 968 P 40 11/12/0098
SECTION 34	
TOWNSHIP 19N	
RANGE 14E	

Book 968

Page 40

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2018	R & B FARMS LLC	5/26/2020 FORSIDE CAROLYN

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City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Carolyn Forside
617 W Main St
Starkville, MS 39759

Case No. 23-000020
Issued: February 10, 2023

VIOLATION LOCATION

617 W Main St, Parcel # 118O-00-274.00
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on February 10, 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 February 20, 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: Carolyn Forside

Violations Listing

Unsafe Structures and Equipment [IPMC 2021 Section 111]

Reported By: Sarah Perez on Feb 09, 2023 at 4:08 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 Thursday, Feb. 9, 2023, at approximately 15:56.

(CALL CARD)

Call # 23-004958
Date/Time 02/09/2023 15:56:48
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

617 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:56:48	15:56:48	16:09:16		

Notes

2/9/2023 3:57:06 PM	PEREZ, S	DILAPIDATED STRUCTURE
2/9/2023 4:05:05 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 Wednesday, Feb. 22, 2023, at approximately 10:50. Showing no apparent change having been made to change the appearance of the property.

(CALL CARD)

Call #	23-006747	Dispatcher	MULLEN, T
Date/Time	02/22/2023 10:50:54	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

617 W MAIN ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:50:54	10:50:54	10:55:08		
COLEMAN, G	10:51:51	10:51:53	10:55:08		

Notes

2/22/2023 10:51:21 AM	PEREZ, S	CASE #23-000020
2/22/2023 10:54:36 AM	PEREZ, S	PHOTOS TAKEN

(FRONT OF PROPERTY)





(RIGHT SIDE OF PROPERTY)



(BACK OF PROPERTY)





(LEFT SIDE OF PROPERTY)



(Damage to the carport cover)





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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Mar. 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 property located at 109 Roosevelt Taylor Sr. St. Starkville, MS 39759 previously known as 109 Beattie St. Starkville, MS 39759 with the parcel number 118O-00-250.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by EMMA WATSON C/O PATRICIA NELSON
386 S BURNSIDE AVE APT 6H
LOS ANGELES, LA 90036

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Thursday, Feb. 9, 2023, at approximately 16:27.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Sarah Perez's request on Friday, Feb. 10, 2023, at approximately 11:11 and deemed the property at 109 Roosevelt Taylor Sr. St. dilapidated.
3. Violation notice was created by Officer Sarah Perez on Friday, Feb. 10, 2023, at approximately 13:10 and mailed to the property owner.
4. A second inspection performed by Code Enforcement Officer Sarah Perez, was done on Wednesday Feb. 22, 2023, at approximately 10:41. 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 property located at 109 Roosevelt Taylor Sr. St. Starkville, MS 39759 previously known as 109 Beattie St. Starkville, MS 39759 with the parcel number 118O-00-250.00 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.

109 Roosevelt Taylor Sr. St. Starkville, MS 39759 previously known as 109 Beattie St. Starkville, MS 39759 with the parcel number 118O-00-250.00, Oktibbeha County Property Link public tax information.



Property Link OKTIBBEHA COUNTY, MS

Current Date 2/10/2023

Tax Year 2022

Records Last Updated 2/9/2023

PROPERTY DETAIL		
OWNER	WATSON EMMA	ACRES : **NA**
	C/O PATRICIA NELSON	LAND VALUE : 9000
	386 S BURNSIDE AVE APT 6H	IMPROVEMENTS : 1520
	LOS ANGELES CA 90036	TOTAL VALUE: 10520
		ASSESSED : 1578

PARCEL 1180-00-250.00

ADDRESS 109 BEATTIE ST

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	86.96	86.96	0.00
CITY	47.55	47.55	0.00
SCHOOL	104.15	104.15	0.00
TOTAL	238.66	238.66	0.00

LAST PAYMENT DATE 2 / 2 / 2023

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL LOT A & B HARLEM ST SUB
HOMESTEAD CODE None	MAP 1180 DB/PG 253/532
TAX DISTRICT 5110	
PPIN 005586	
SECTION 34	
TOWNSHIP 19N	
RANGE 14E	

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2019	MERRITT INC	2/25/2021 WATSON EMMA
Back		

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Violation Notice issued page 1, Friday, Feb. 10, 2023.

**City of Starkville, MS**

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

FIRST NOTICE OF VIOLATION

Emma Watson C/o Patricia Nelson
386 S Burnside Ave
Apt 6h
Los Angeles, CA 90036

Case No. 23-000022
Issued: February 10, 2023

VIOLATION LOCATION

109 Roosevelt Taylor,
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on February 10, 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 February 20, 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: Emma Watson C/o Patricia Nelson

Violation Notice issued page 2, Friday, Feb. 10, 2023.

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Feb 09, 2023 at 4:33 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 Thursday, Feb. 9, 2023, at approximately 16:27.

(CALL CARD)

Call #	23-004967	Dispatcher	PEREZ, S
Date/Time	02/09/2023 16:27:57	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

109 ROOSEVELT TAYLOR

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	16:27:57	16:27:57	16:34:34		
CARRITHERS, S	16:30:46	16:31:05	16:31:16		

Notes

2/9/2023 4:33:50 PM	PEREZ, S	DILAPIDATED PROPERTY
2/9/2023 4:34:00 PM	PEREZ, S	PHOTOS TAKEN
2/9/2023 4:34:26 PM	PEREZ, S	CASE #23-000022 IN MYGOV

OVERGROWN PROPERTY





The photographs below were taken by Officer Sarah Perez at the second inspection on Wednesday, Feb. 22, 2023, at approximately 10:41.

(CALL CARD)

Call #	23-006745	Dispatcher	MULLEN, T
Date/Time	02/22/2023 10:41:56	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

109 ROSSEVELT TAYLOR SR. ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:41:56	10:41:56	10:46:01		
COLEMAN, G	10:42:11	10:42:12	10:46:01		

Notes

2/22/2023 10:42:34 AM	PEREZ, S	CASE #23-000022
2/22/2023 10:45:18 AM	PEREZ, S	PHOTOS TAKEN

Overgrown Property









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

**AGENDA ITEM NO: 1
AGENDA DATE: March 7, 2023
PAGE: 1**

SUBJECT: Request authorization to approve sole source quote from Anxiter for gatekeepers in the amount of \$118,090.00.

AMOUNT & SOURCE OF FUNDING: 2022 – 2023 Capital Budget

FISCAL NOTE: Anxier Quote 118,090.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

The Board of Alderman initially approved this purchase in June of 2022, however the price has increased from \$104,370.00 to \$118,090.00

Our current gatekeepers, which are used for the electric and water meters to communicate with the AMI system have reached their end of life due to technology changes within the metering system. The Honeywell Next Gen gatekeepers are the only device that work with our metering system.

Currently, the AMI system is running on spare gatekeepers due to the current model no longer being supported or produced giving little protection if any of the current gatekeepers are placed out of order

It is anticipated that we will receive these gatekeepers this Spring.

Planned in the capital budget to replace the gatekeepers in this budget year (2022- 2023).

Anxiter is the sole source provider of Honeywell NextGen gatekeepers in the southeast region.

SUGGESTED MOTION:

Move approval to authorize sole source quote from Anxier for gatekeepers in the amount of \$118,090.00.



6423 Shelby View Dr.
Suite 108
Memphis, TN 38134

Phone: 901.531.1500
Fax: 901.527.7721

www.anixterpowersolutions.com

Quotation: U00718404.00

To: **STARKVILLE UTILITIES DEPT.**
605 HWY 182 EAST
DEPT OF ELECTRICITY
STARKVILLE, MS 39759

Attn: **RUSSELL HAMILTON**

Phone:
Fax: **6623233273**

Issued Date: **Feb 22, 2023**
Expiration Date: **Mar 24, 2023**

Sales Contact: **Amber Coon**
(P)
(F)
amber.coon@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1	EE1111111100	Honeywell NextGen Non-Metering Gatekeeper, AC Standard with Battery Backup, LTE modem (Verizon), large polycarbonate NEMA enclosure	28	3,990.000	EA	111,720.00
2	7S1812G001	Remote External Antenna Kit	28	140.000	EA	3,920.00
3	7S1816H003	Remote RF Cable – LMR400 N to N – 25ft	28	87.500	EA	2,450.00

SECTION TOTAL: \$118,090.00

QUOTE TOTAL: **\$118,090.00**

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



Wesco / Anixter is the sole source provider for Honeywell / Elster for this region .



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

**AGENDA ITEM NO: 2
AGENDA DATE: March 7, 2023
PAGE: 1**

SUBJECT: Request authorization to approve sole source quote from Anxiter in the amount of \$28,604.16 for electric meters.

AMOUNT & SOURCE OF FUNDING: 2022 – 2023 Capital Budget

FISCAL NOTE: Anxiter Quote \$28,604.16

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

Electric meters are listed under source of supply and were initially ordered July 2022. We were recently informed that these meters cost was greater than the source of supply price. Due to this price increase, we are seeking board approval to purchase the meters.

Anxiter is the sole source provider of Honeywell meters in our region.

SUGGESTED MOTION:

Move approval to authorize sole source quote from Anxiter in the amount of \$28,604.16 for electric meters.



6423 Shelby View Dr.
Suite 108 (Utilities)
Memphis, TN 38134
Phone: (901) 531-1500
Fax: 901.527.7721

ACKNOWLEDGEMENT

ORDERED BY	ORDER DATE	ORDER NO.
RUSSELL	07/21/22	5383149-00
P.O. DATE	P.O. NUMBER	PAGE NO.
07/21/22	10575	1 of 1
SALES REP	TAKEN BY	FREIGHT OUT
TAXA	TAXC	NO



CUST #: 1001597

BILL TO: STARKVILLE UTILITIES DEPT.
PO BOX 927
STARKVILLE, MS 39760-0927

SHIP TO: STARKVILLE UTILITIES DEPT.
605 HWY 182 EAST
DEPT OF ELECTRICITY
STARKVILLE, MS 39759

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	Anixter - tMem/3901	Best Way		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE		NET AMOUNT
1	ZHCW4A00004 ELS ZHCW4A00004 FM2S REX ** DIRECT ORDER **	86323 192		DROP	each	148.98		28604.16
1 Lines Total		Qty Shipped Total		0		Total		28604.16
						Invoice Total		28604.16

Last Page

All sales are subject to the Anixter Terms & Conditions of Sale found at www.anixter.com/termsandconditions. Product safety data sheets may be found on the same website.
The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



Wesco / Anixter is the sole source provider for Honeywell / Elster for this region .



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

**AGENDA ITEM NO: 3
AGENDA DATE: March 7, 2023
PAGE: 1**

SUBJECT: Request authorization to approve contract with Narrative12 for communications support in the amount of \$4,500.00 monthly.

AMOUNT & SOURCE OF FUNDING: 2022 – 2023 Capital Budget

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 same vendor and contract (except for new dates) that Starkville Utilities has been operating with for the past several years. They provide communication services on a variety of platforms and assist with the messaging for Starkville Utilities.

SUGGESTED MOTION:

Move approval to authorize contract with Narrative12 for communications support in the amount of \$4,500.00 monthly.

Agreement

Between

NARRATIVE¹²

and



March 2023

We are pleased to confirm the terms on which *Narrative12* will provide communications support to Starkville Utilities, for purposes of this document referred to as “SU.”

I. NARRATIVE 12 RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by a communications team as directed by SU. This contract is specifically created to focus on the planning and execution of the SU social media platforms and web content with a budget of \$2,000 per month and \$2,500 for a comprehensive package of communications services.

The deliverables outlined above do not include:

- Printing costs
- Design costs
- Talent fees
- Stock images
- Music rights
- Customer surveys
- Media/advertising placements
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement and drive traffic to the SU website. It shall not include outage updates and emergency related messaging, which will remain the responsibility of the SU communications team. Placements shall include a minimum of three Facebook posts per week, two Instagram posts per week, and one Twitter post per workday.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from March 25, 2023, through March 25, 2024. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, newsletters, bill inserts, special videos, advertising, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by SU. For purposes of this agreement, “confidential information” shall mean any information imparted to *Narrative12* by SU or derived from such

information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes SU's reservation of the right to modify, reject or cancel or discontinue any and all plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out SU's instructions. SU agrees, however, to pay any and all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by SU.

II. APPROVALS

- A. *Narrative12* will obtain approval from SU before doing any of the following:

1. Adopting a communications strategy for services or products.
2. Preparing a customer information campaign.
3. Developing or placing messages to the SU website or social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by the SU general manager unless or until others are designated in writing.
- C. It is understood that SU reserves the right to modify, revise or cancel any plans, schedules or work. In the event SU notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, SU agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by SU are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

- A. Billings to SU will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by SU.

3. SU will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the SU account hereunder, subject to *Narrative12* obtaining prior approval of SU for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of SU) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of SU. *Narrative12* retains the right to reference and display the work products done for SU for *Narrative12*'s own promotional purposes.
- B. *Narrative 12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative 12* on behalf of SU or disclosed by SU to *Narrative 12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from March 25, 2023, through March 25, 2024. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, SU or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of SU or *Narrative12* in light of changing business circumstances. If at any point SU or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of SU and *Narrative12* will continue in force during the notice period.
- C. Upon receipt of termination, *Narrative12* shall submit to SU a written report of all current and future jobs. SU shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill SU for all amounts remaining due under this agreement (to the extent it has not done so already) and SU will pay such amounts within 45 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by SU shall be transferred to SU or its designated representatives.

E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative12

Starkville Utilities

By: _____
Checky Herrington
Principal

By: _____
Edward Kemp
SU General Manager

Date: _____

Date: _____



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

**AGENDA ITEM NO: 4
AGENDA DATE: March 7, 2023
PAGE: 1**

SUBJECT: Request authorization to approve Request for Proposals for professional services for Substation Maintenance and Testing Services.

AMOUNT & SOURCE OF FUNDING: 2022 – 2023 Capital Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This is seeking proposals from Substation maintenance vendors to provide routine, regular substation inspections and maintenance to insure the substation and its components are in the best available working condition and to anticipate issues.

SUGGESTED MOTION:

Move approval to Request for Proposals for professional services for Substation Maintenance and Testing Services.

**Starkville Utilities
Starkville, Mississippi**

**Testing Company's Proposal
For
Substation Maintenance & Testing Services**

February 21, 2023



Prepared for:

Starkville Utilities
200 North Lafayette Street
Starkville, Mississippi 39760

Prepared by:

Atwell & Gent, P.A.
Consulting Engineers
309 University Drive
Starkville, MS 39759



A&G Job No.: 101E3126

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INSTRUCTIONS TO PROPOSERS

SUBSTATION MAINTENANCE & TESTING SERVICES
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

Proposals should be sent via email to:

Mr. Edward Kemp, General Manager
Starkville Utilities
200 North Lafayette Street
Starkville, Mississippi 39759
ekemp@starkvilleutilities.com

and copy of Proposal to:

Jeffrey Atwell, P.E.
Atwell & Gent, P.A.
P.O. Box 2558
Starkville, Mississippi 39760-2558
jatwell@atwellandgent.com

The Engineer will represent the Owner in all matters pertaining to this project, including but not limited to, answering technical questions of prospective Proposers and recommendations of lowest and best proposal, acceptance of shop drawings and similar documents, and approval of invoices prior to payment by the Owner.

Submit all questions about the specifications to the Engineer, in writing. Replies will be issued to all prospective Proposers of Record. Neither the Engineer nor the Owner will be responsible for oral clarifications.

Proposers shall complete the Testing Company's Proposal Form included in this specification and shall submit it to the Owner. Proposers taking exceptions to any part of the proposed agreement bound herein shall show such exception on the Testing Company's Proposal Form in the space provided. If exceptions are not shown on the Proposal Form, then Proposer agrees to provide the services as shown in the Substation Maintenance & Testing Services Agreement bound herein for the amounts shown on the Proposal Form. Proposals that are modified, excepted, or in any way changed from the proposal that the Owner is requesting in this request for proposals may be rejected by the Owner.

In addition to completing the copies of the Testing Company's Proposal Forms included herein, Proposers shall submit, on their company's letterhead, a proposal for hourly rates for labor and equipment and mileage rates for vehicles for work to be performed by the Testing Company in addition to that work outlined in "EXHIBIT B" and "EXHIBIT C", which is bound herein. This proposal must accompany the proposal submitted to the Owner.

QUALIFICATIONS OF TESTING COMPANY

1. The Testing Company (proposer) shall be a corporately independent testing organization which can function as an unbiased testing authority, professionally independent of the manufacturer, suppliers, and installers of equipment or systems evaluated by the Testing Company.
2. The Testing Company shall be regularly engaged in the testing of electrical equipment, devices, installations, and systems.
3. The Testing Company shall meet OSHA criteria for accreditation of testing laboratories, Title 29, Part 1907, or be a Full Member Company of the International Testing Association.
4. The lead, on site, technical person shall be currently certified by the International Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET) in electrical power distribution system

testing. Competency by training and experience in lieu of NICET certification may be accepted by OWNER at OWNER's sole discretion.

5. The Testing Company shall utilize technicians who are regularly employed by the firm for testing services.
6. The Testing Company shall submit proof of the above qualifications with the quote documents.

PROPOSAL FORM

SUBSTATION MAINTENANCE & TESTING SERVICES
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

To: Mr. Edward Kemp, General Manager
Starkville Utilities
200 North Lafayette Street
Starkville, Mississippi 39759

The undersigned (hereinafter called TESTING COMPANY) acknowledges by his signature that he has received and examined the documents entitled "REQUEST FOR PROPOSALS SUBSTATION MAINTENANCE & TESTING SERVICES" dated February 21, 2023 and has included the provisions of the Specifications in his Proposal.

The TESTING COMPANY hereby proposes to provide maintenance services as required by the Starkville Utilities; Starkville, Mississippi (hereinafter called Owner), for a period of two (2) years, beginning April 1, 2023, upon the terms and conditions herein contained in the SUBSTATION MAINTENANCE & TESTING SERVICES AGREEMENT, EXHIBIT A, EXHIBIT B, and EXHIBIT C, contained herein, for the following sums:

Compensation for routine inspection and testing services as outlined in EXHIBIT B and further detailed in EXHIBIT C shall be as follows:

	Rate
Quarterly Inspections per Each (Six Total)	\$ _____
First Year (2023) Inspection per Each (One Total)	\$ _____
Second Year (2024) Inspection per Each (One Total)	\$ _____

Compensation to the Testing Company by the Owner for labor, equipment, and vehicle use for services other than those shown in “EXHIBIT B” and “EXHIBIT C” shall be in accordance with proposed rates submitted by the Testing Company with this proposal. Testing Company shall submit a proposal for hourly rates and vehicle mileage rates for labor, equipment, and vehicles in a proposal on company letterhead. This proposal must accompany this proposal submitted to the Owner.

- A. The prices set forth herein shall be firm if accepted by the Owner within forty-five (45) days.
- B. It is understood by the undersigned that Owner retains the privilege of accepting or rejecting all of this proposal and to waive any informalities or technicalities therein. Counter proposals or qualified proposals shall be subject to rejection at the discretion of the Owner.
- C. Exceptions: _____

D. Enclosed herewith are the "Qualifications of Testing Company" as required in the Instructions to Proposers.

TESTING COMPANY

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

EMAIL: _____

DATE SIGNED: _____

SUBSTATION MAINTENANCE & TESTING SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2023, between _____ (hereinafter referred to as "TESTING COMPANY"), and the **STARKVILLE UTILITIES** (hereinafter referred to as "OWNER").

W I T N E S S E T H:

OWNER hereby retains TESTING COMPANY to perform inspection, testing, repair and maintenance services to the electrical substations and equipment listed on "EXHIBIT A", which is attached to this AGREEMENT and made a part hereof, and TESTING COMPANY agrees to perform such services, all according to the terms and conditions of this AGREEMENT.

1. **General:** The services to be performed by the TESTING COMPANY shall be as follows:
 - A. Routine inspections and testing in accordance with the schedule designated as "EXHIBIT B" and further detailed and described in "EXHIBIT C", which are attached to this AGREEMENT and made a part hereof. Compensation for the services rendered under this paragraph shall be in accordance with the rates outlined in Paragraph 9.A herein.
 - B. Any other inspections or tests which may be required by mutual AGREEMENT between the TESTING COMPANY and the OWNER to determine the suitability of equipment for continued operation. Compensation for the services rendered under this paragraph shall be in accordance with the rates outlined in Paragraph 9.B herein.
 - C. Perform any repairs, with the OWNER furnishing any materials, or parts, required for repairing to maintain the substations in normal operating conditions. Compensation for the services rendered under this paragraph shall be in accordance with the rates outlined in Paragraph 9.B herein.
2. **Definitions:** The following terms, whenever used in this Agreement, shall have the following meaning:
 - A. "Equipment" shall mean:
 - (1) Power Transformers
 - (2) Power Autotransformers
 - (3) Three Phase 15 kV Voltage Regulators
 - (4) Single Phase 7.6 kV Voltage Regulators
 - (5) 161 kV Power Circuit Breakers
 - (6) 69 kV Power Circuit Breakers
 - (7) 161 kV Circuit Switchers
 - (8) 161 kV Ground Switches
 - (9) 15 kV Vacuum Circuit Breakers
 - (10) Station Batteries and Battery Chargers
 - (11) Protective Relays, Devices and Annunciators
 - B. "Improper Operations" shall mean:
 - (1) Switching Errors
 - (2) Overloading
 - (3) Continued operation when there is reason to believe that the equipment is faulty

3. Scope: The substations covered by this AGREEMENT are listed on "EXHIBIT A". Substation or Electrical Equipment not included in this AGREEMENT may be included after the initiation of this AGREEMENT by mutual AGREEMENT in writing between TESTING COMPANY and the OWNER.
4. Supervision: The OWNER does not reserve any right to control the methods or manner of performance of the work by the TESTING COMPANY. The TESTING COMPANY, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent TESTING COMPANY, and shall be free to perform the work by such methods and in such manner as the TESTING COMPANY may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

TESTING COMPANY shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. TESTING COMPANY shall be solely responsible for job safety.

TESTING COMPANY shall employ an ample force of workers and supervisory personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications.

TESTING COMPANY represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. TESTING COMPANY represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement.

5. Limits of Liability: TESTING COMPANY shall not be liable for expenses to the customer resulting from any of the following occurrences, or for any of the following, unless such occurrences are jointly or solely caused by the negligence of TESTING COMPANY, or any of its authorized employees:
 - A. Loss of service to the OWNER or any of its customers.
 - B. Death or injury to any of the OWNER's employees or to any other person, or damage to property.
 - C. Acts of God such as, but not limited to, tornado, earthquake or flood.
 - D. Explosion, fire or other casualty and any resulting injury or damage.
 - E. Collapse of building or structures.
 - F. Damage to equipment which is caused by improper operation, design, application, or improper voltage variances.
 - G. Damage to equipment resulting from vandalism, terrorism, war, assault, enemy attack, sabotage, or any similar occurrence.
6. Insurance: TESTING COMPANY shall purchase from and maintain in a company or companies licensed to do business in the state of Mississippi such insurance as will protect the TESTING COMPANY from claims as set forth below which may arise out of or result from the TESTING COMPANY's operations and for which the TESTING COMPANY may be legally liable.

- A. Claims under worker's or workmen's compensation disability benefit and other similar employee benefit acts which are applicable to the work to be performed under this AGREEMENT.
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the TESTING COMPANY's employees.
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the TESTING COMPANY's employees.
 - D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the TESTING COMPANY, or (2) by another person.
 - E. Claims for damages because of injury to or destruction of tangible property, including loss of use there from.
 - F. Claims for damages because of bodily injury, death of a person or property damage arising out of the ownership, maintenance, or use of a motor vehicle.
7. Insurance Limits: TESTING COMPANY shall provide the Owner certificate annually indicating that the insurance required by Paragraph 6 above is in effect. The insurance required by Paragraph 6 above shall be written for not less than the following amounts:
- A. Workmen's Compensation - Statutory Coverage
 - B. Commercial General Liability (Including XCU)
 - General Aggregate \$2,000,000 Aggregate
 - Products & Completed Operations \$2,000,000 Aggregate
 - Personal & Advertising Injury \$1,000,000 per Occurrence
 - Bodily Injury & Property Damage \$1,000,000 per Occurrence
 - Fire Damage Liability \$500,000 per Occurrence
 - Medical Expense \$10,000 per Person
 - C. Owner's & Contractor's Protective Liability
 - Bodily Injury & Property Damage \$2,000,000 Aggregate
 - Bodily Injury & Property Damage \$1,000,000 per Occurrence
 - D. Automobile Liability (Contractor Insurance Option Number 1)
 - Bodily Injury & Property Damage \$1,000,000 per Occurrence
(Combined Single Limit)
 - E. Automobile Liability (Contractor Insurance Option Number 2)
 - Bodily Injury \$500,000 per Person
 - Bodily Injury \$1,000,000 per Accident
 - Property Damage \$100,000 per Occurrence
 - F. Excess Liability:
 - Bodily Injury & Property Damage \$2,000,000.00 Aggregate
(Combined Single Limit) \$1,000,000 per Occurrence

8. **Terms of Agreement:** Services to be rendered by the TESTING COMPANY and compensation from the OWNER, under the conditions specified in Paragraph 9 below, shall be for the two-year period beginning on the **1st day of April 2023** and ending on the **31st day of March, 2025**.

Either party to this AGREEMENT shall have the right to terminate the AGREEMENT for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving thirty (30) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

9. **Compensation:**

- A. Compensation to the TESTING COMPANY for routine inspection and testing services designated in "EXHIBIT B" rendered under this AGREEMENT shall be at the following rates:

	Rate
Quarterly Inspections per Each (Six Total)	\$ _____
First Year (2023) Inspection per Each (One Total)	\$ _____
Second Year (2024) Inspection per Each (One Total)	\$ _____

The rates quoted above for annual inspections and biannual inspections shall include all labor, transportation, equipment, lodging, subsistence, equipment rental, etc., necessary to perform the routine inspections as outlined in this Agreement.

- B. Compensation to the TESTING COMPANY for services rendered in addition to the routine inspections and testing as outlined in "EXHIBIT B" and "EXHIBIT C" shall be paid by the OWNER on an hourly basis for labor and equipment and on a miles driven basis for vehicles owned, leased, or rented by the TESTING COMPANY. Payment shall be made by the OWNER at the following rates:

Attach proposed rate sheet.

These rates will be reviewed annually by mutual AGREEMENT of the parties, to reflect any changes in the cost of providing services.

10. **Schedule of Routine Inspection and Testing Services:**

- A. The TESTING COMPANY shall perform Routine Inspections and Testing Services on an annual basis during the period covered by this Agreement. Inspections shall be performed on dates that are mutually agreeable between the OWNER and the TESTING COMPANY in accordance with the following schedule:

(1) April 2023	Quarterly Inspection
(2) July 2023	Quarterly Inspection
(3) October 2023	First Year (2023) Inspection
(4) January 2024	Quarterly Inspection
(5) April 2024	Quarterly Inspection
(6) July 2024	Quarterly Inspection
(7) October 2024	Second Year (2024) Inspection
(8) January 2025	Quarterly Inspection

11. Payment and Compensation: Payment by the OWNER to the TESTING COMPANY for routine inspection and testing services rendered under this AGREEMENT shall be made by the OWNER within forty-five (45) days of receipt of billing. **TESTING COMPANY shall not render a bill to the OWNER until all work required on the scheduled routine inspection has been completed and reports of the findings of the inspection have been submitted to the OWNER and to the OWNER's Engineer.** Refer to paragraph 17, Reports, for specific reporting requirements.
12. Emergency Services: In the event of trouble or questionable operations, the TESTING COMPANY will respond to analyze the problem and offer direction to resolve the situation. This service is not a part of this AGREEMENT and will be billed separately at the rates shown in Paragraph 9.B above.
13. Maintenance, Inspection and Test Schedule: Routine maintenance, inspection and tests shall be performed by the TESTING COMPANY in accordance with the schedule in "EXHIBIT B" and "EXHIBIT C"; however, other maintenance, tests, or inspection may be made at any time they are considered necessary by mutual AGREEMENT between the OWNER and the TESTING COMPANY. Payment to TESTING COMPANY for these services shall be in accordance with Paragraph 9.B above.
14. Payment of Additional Charges: Payment of any additional charges for services not covered under routine inspection and testing services shall be made within forty-five (45) days after billing. Billing for additional charges shall be made on an invoice separate from the billing for routine inspections.
15. PCB's: The handling and disposal of PCB's will be made under a separate AGREEMENT not included in this Contract.
16. Repairs and Materials: The TESTING COMPANY will be responsible for all labor involving the scheduled maintenance of circuit switchers, power circuit breakers, and vacuum circuit breakers. All labor for repairs and parts shall be the responsibility of the OWNER.
17. Reports: The TESTING COMPANY shall make a verbal report of the findings on the date of all routine inspection and testing services. This report shall be made to the Superintendent, or to a person designated by him, and may be made by telephone. The report shall include all findings of the visit that require an immediate response by the OWNER. **Written reports shall be filed by the TESTING COMPANY with the OWNER and also with Atwell & Gent, P.A. within fifteen (15) days of each routine inspection and testing services stating the findings on the visit and the work performed.** Reports shall be sent via email to:

Jason Horner
Starkville Utilities
jhorner@starkvilleutilities.com

Jeffrey Atwell
Atwell & Gent
jatwell@atwellandgent.com

The report shall be accompanied by the TESTING COMPANY's standard forms showing readings and work accomplished. Refer to paragraph 11, Payment and Compensation, for specific payment requirements.

18. Subrogation: This Agreement considered one for the personal services of the TESTING COMPANY, and the TESTING COMPANY shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This AGREEMENT shall inure to and be binding upon the successors and assigns of the parties hereto, but the TESTING COMPANY shall not assign, directly or indirectly, this AGREEMENT or any of his rights or performance obligations without prior written consent of the OWNER.
19. Warranty: TESTING COMPANY warrants that all work performed hereunder shall be free from defects in workmanship and shall be performed in a timely, safe, and professional manner and in accordance with all specifications, plans, and instructions, and all applicable laws, ordinances, regulations, industry codes

(including, but not limited to, the National Electric Safety Code) and all terms and conditions of this AGREEMENT.

20. Counterparts: This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.
21. No Waiver: OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this AGREEMENT, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach. No waiver by the OWNER of any breach of any provision of this AGREEMENT shall be effective unless expressly set forth in writing and signed by the OWNER's representative.
22. Entire Agreement: This AGREEMENT and its EXHIBITS embody the entire AGREEMENT between TESTING COMPANY and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments to any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.
23. Safety and Precautions: This Agreement does not include any procedures, including specific safety procedures. It is recognized that an overwhelming majority of the tests and inspections are potentially hazardous. Inherent in this determination is the prerequisite that the individuals performing these tests and inspections be capable of conducting the tests and inspections in a safe manner and with complete knowledge of the hazards involved.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the day and date first above written.

TESTING COMPANY

ATTEST: _____

SIGNATURE

BY: _____
NAME

BY: _____
TITLE

STARKVILLE UTILITIES

ATTEST: _____

SIGNATURE

BY: _____
NAME

BY: _____
TITLE

EXHIBIT A
EQUIPMENT DATA

INDUSTRIAL 69/13 KV SUBSTATION

69 KV CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
614	Siemens	53042-2	SPS-2-72.5-20-2	2002	72.5	1200	20 kA
624	Siemens	53042-1	SPS-2-72.5-20-2	2002	72.5	1200	20 kA

POWER TRANSFORMERS (NON-LTC)

Device No.	Manufacturer	Serial No.	% Imp.	Primary Voltage	Secondary Voltage	MVA Rating
T-1	Wagner	9D1024	7.51	68,000Δ	13,090GndY/7,560	15/20/25 OA/FA/FA
T-2	Wagner	9D1023	7.40	68,000Δ	13,090GndY/7,560	15/20/25 OA/FA/FA

VOLTAGE REGULATOR

Device No.	Manufacturer	Serial No.	Type	Voltage Rating	Regulation	kVA Rating
VR-1	Siemens	2502-2	3Ø	13,200	+/-10% - 5/8% Steps	2,972/4,000 OA/FA

FEEDER 15 kV VACUUM CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
244	Mitsubishi	SM000032680003	17DV25	2016	17	1200	25 kA

FEEDER 15 KV VACUUM CIRCUIT BREAKERS RELAYS

Breaker Number	Manufacturer	Device Number (Type/Description)	Style
244	SEL	51P, 51N, 79	0351S7X3D3F5421

SUBSTATION RELAY PANEL RELAYS

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Breaker 614 69 kV/Transformer T1	SEL	51P, 51N, 80-1 (UV Alarm), 80-2 (UV Trip) 62-1 (Temp Alarm), 62-2 (Temp Trip)	035175C4A542X1
Breaker 624 69 kV/Transformer T2	SEL	51P, 51N, 80-1 (UV Alarm), 80-2 (UV Trip) 62-1 (Temp Alarm), 62-2 (Temp Trip)	035175C4A542X1
Bank Nos. 1 & 2 Differential Relay	SEL	87 (Banks #1 & #2)	5871032531
Annunciator #1	SEL	614 Low SF6, 614 Local, 614 63GX TCM, 614 52T TCM, T1 Hot Oil, T1 Winding Temp., T1 Low Oil, UV Alarm, Relay Failure	2533012100XA2X1

SUBSTATION RELAY PANEL RELAYS

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Annunciator #2	SEL	624 Low SF6, 624 Local, 624 63GX TCM, 624 52T TCM, T2 Hot Oil, T2 Winding Temp., T2 Low Oil, UV Trip, 86T Trip, 86 TCM	2533012100XA2X1

SUBSTATION DC POWER SYSTEM (CONTROL HOUSE)

Device Type	Manufacturer	Serial No.	Type	Mfg. Date	Voltage (DC)	Notes
Battery	SAFT	N/A	SPH-36	2007	125	Ni-Cad 92 cells
Charger	LaMarche	N/A	A11B-10-130V-A1	1993	125	10 Amp Output

NORTHEAST STARKVILLE 161/69 KV PRIMARY SUBSTATION

161 KV CIRCUIT SWITCHER

Switch #	Manufacturer	Serial Number	Type	kV	Amps	AIC Rating	Manufacture Date
924	Siemens	95-15050	SPS2	161	2000	40 kA	1995

POWER TRANSFORMERS (NON-LTC)

Manufacturer	Serial Number	Rating	Primary Voltage	Secondary Voltage	Manufacture Date
General Electric	M162744B	18.0/24.0/30.0 MVA	154,000Y/88915	13,090Y/7,560	1995
General Electric	M162744A	18.0/24.0/30.0 MVA	154,000Y/88915	13,090Y/7,560	1995

MAIN 15 kV VACUUM CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
218	ABB	1VAS13C182RMAG	RMAG	2013	15	2000	20 kA
228	ABB	1VAS13C183RMAG	RMAG	2013	15	2000	20 kA

TIE 15 kV VACUUM CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
304	MEPPI	SM000034100001	17 DV-25-12	2017	17	1200	25 kA

FEEDER 15 kV VACUUM CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
314	MEPPI	SM000034100002	17 DV-25-12	2017	17	1200	25 kA
324	ABB	1VAS14B210RMAG	RMAG	2014	15	1200	25kA
334	MEPPI	SM000034100003	17 DV-25-12	2017	17	1200	25 kA
344	ABB	1VAS15K235RMAG	RMAG	2015	15	1200	25kA
354	MEPPI	SM000034100004	17 DV-25-12	2017	17	1200	25 kA
364	S & C Electric Co.	17-14306	FVR1121120A	2000	15.5	1200	20 kA
374	S & C Electric Co.	17-16225	FVR1121120A	2002	15.5	1200	20 kA

MAIN 15 KV VACUUM CIRCUIT BREAKERS RELAYS

Breaker Number	Manufacturer	Device Number (Type/Description)	Style
218	SEL	(21-351) 51P, 51N, 79	0351S7X3D3F5421
228	SEL	(22-351) 51P, 51N, 79	0351S7X3D3F5421

FEEDER 15 KV VACUUM CIRCUIT BREAKERS RELAYS

Breaker Number	Manufacturer	Device Number (Type/Description)	Style
314	SEL	(31-351) 50/51P, 50/51N, 79	0351S61364554X1
324	SEL	(32-351) 50/51P, 50/51N, 79	0351S71364554X1
334	SEL	(33-351) 50/51P, 50/51N, 79	0351S71364554X1
344	SEL	(34-351) 50/51P, 50/51N, 79	0351S7X3D3F54X1
354	SEL	(35-351) 50/51P, 50/51N, 79	0351S71364554X1
364	SEL	(36-351) 50/51P, 50/51N, 79	0351S71364554X1
374	SEL	(37-351) 50/51P, 50/51N, 79	0351S61364554X1

SUBSTATION RELAY PANEL RELAYS

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
161 kV/Transformer Bank #1 (91-351)	SEL	51P, 51N, 80-1 (UV Alarm), 80-2 (UV Trip) 62-1 (Temp Alarm), 62-2 (Temp Trip), 63 SP, 9G86 Trip	035175C3E54621
161 kV/Transformer Bank #2 (92-351)	SEL	51P, 51N, 80-1 (UV Alarm), 80-2 (UV Trip) 62-1 (Temp Alarm), 62-2 (Temp Trip), 63SP, 9G86 Trip	035175C3E54621
Bank No. 1 Differential Relay (31-387)	SEL	87 (Bank #1)	0387603X53X24X1
Bank No. 2 Differential Relay (32-387)	SEL	87 (Bank #2)	0387603X53X24X1
Annunciator #1 (2533-1)	SEL	T1 SP Trip, T1 Winding Temp Alarm/Trip, T1 Low Oil Alarm, T1 Hot Oil Alarm, T1 Nitrogen Alarm, T1 DC Loss Alarm, 91-351 Relay Alarm, 31-287 Relay Alarm	2533012100XA2X1
Annunciator #2 (2533-2)	SEL	DC UV Alarm, DC UV Alarm/Trip, Fast Bus Trip, Feeder BF Trip 91-351, VCB 218 BF Trip, SEL Relay Failure (218, 314, 324, 334, 344)	2533012100XA2X1
Annunciator #3 (2533-3)	SEL	T2 SP Trip, T2 Winding Temp Alarm/Trip, T2 Low Oil Alarm, T2 Hot Oil Alarm, T2 Nitrogen Alarm, T2 DC Loss Alarm, 92-351 Relay Alarm, 32-287 Relay Alarm	2533012100XA2X1

SUBSTATION RELAY PANEL RELAYS

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Annunciator #4 (2533-4)	SEL	DC UV Alarm, DC UV Alarm/Trip, Fast Bus Trip, Feeder BF Trip 92-351, VCB 228 BF Trip, SEL Relay Failure (228, 354, 364, 374)	2533012100XA2X1

SUBSTATION DC POWER SYSTEM (CONTROL HOUSE)

Device Type	Manufacturer	Serial No.	Type	Mfg. Date	Voltage (DC)	Notes
Battery	SAFT	N/A	SPH90	2014	125	Ni-Cad 90 cells
Charger	SAFT	377004320587	Q120016TLS11AS	2014	125	16 Amp Output

NORTHWEST STARKVILLE 69/13 KV SUBSTATION

69 KV CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
714	ABB	B002669-01	72PM 31-12	1995	72.5	1200	31.5 kA
724	ABB	B002669-02	72PM 31-12	1995	72.5	1200	31.5 kA

POWER TRANSFORMERS (NON-LTC)

Device No.	Manufacturer	Serial No.	% Imp.	Primary Voltage	Secondary Voltage	MVA Rating
T-1	Kuhlman	312256-01	8.05	67,000Δ	13,090GndY/7,558	12/16/20 OA/FA/FA
T-2	Kuhlman	312256-02	8.06	67,000Δ	13,090GndY/7,558	12/16/20 OA/FA/FA

VOLTAGE REGULATOR DATA

Device No.	Manufacturer	Serial No.	Type	Voltage Rating	Regulation	kVA Rating
VR-1	Siemens	2502-1	3Ø	13,200	+/-10% - 5/8% Steps	2,972/4,000 OA/FA

MAIN 15 kV VACUUM CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
314	ABB	1VAL10F182RMAG	RMAG	2010	15	1200	20 kA
324	ABB	1VAL10G104RMAG	RMAG	2010	15	1200	20 kA

FEEDER 15 kV VACUUM CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
218	Siemens	101213-1	SDV4A	2001	15.5	1200	20 kA
228	Siemens	101213-2	SDV4A	2001	15.5	1200	20 kA
238	Siemens	101213-3	SDV4A	2001	15.5	1200	20 kA
248	Siemens	101213-4	SDV4A	2001	15.5	1200	20 kA
258	Mitsubishi	SM000032680001	17DV25	2017	17.5	1200	25 kA

MAIN 15 KV VACUUM CIRCUIT BREAKERS RELAYS

Breaker Number	Manufacturer	Device Number (Type/Description)	Style
314	SEL	51P, 51N, BF	0351S7X3D3F5421
324	SEL	51P, 51N, BF	0351S7X3D3F5421

FEEDER 15 KV VACUUM CIRCUIT BREAKERS RELAYS

Breaker Number	Manufacturer	Device Number (Type/Description)	Style
218	SEL	51P, 51N, 79, BF	0351S61364554X1
228	SEL	51P, 51N, 79, BF	0351S61364554X1
238	SEL	51P, 51N, 79, BF	0351S61364554X1
248	SEL	51P, 51N, 79, BF	0351S61364554X1
258	SEL	51P, 51N, 79, BF	0351S7X3D3F5421

SUBSTATION RELAY PANEL RELAYS

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
69 kV/Transformer Bank #1	Westinghouse	51P	264C901A07 (CO-9)
69 kV/Transformer Bank #2	Westinghouse	51P	264C901A07 (CO-9)
Neutral/Transformer Banks #1 & #2	Basler	51N	BE1-50/51B-219 (BE1-50)
Transformer Banks No. 1 & #2 Differential Relay	ABB	87 (Bank #1)	ABB939A959 (HU)
DC Undervoltage Alarm	General Electric	80-1 (Alarm) via 62T1 Timer	12NGV17A2F
DC Undervoltage Trip	General Electric	80-2 (Trip) via 62T2 Timer	12NGV17A2F
Annunciator #1	Seekirk	Bank #1 63PR Alarm, Bank #1 63SP Trip, Bank #1 49WT Alarm, Bank #1 49WT Trip, Bank #1 26HO Alarm, Bank #1 26HO Trip, Bank #1 63NG Alarm, Bank #1 71LL Alarm	
Annunciator #2	Seekirk	Bank #2 63PR Alarm, Bank #2 63SP Trip, Bank #2 49WT Alarm, Bank #2 49WT Trip, Bank #2 26HO Alarm, Bank #2 26HO Trip, Bank #2 63NG Alarm, Bank #2 71LL Alarm, 80UV Alarm, 80UV Trip	

SUBSTATION DC POWER SYSTEM (CONTROL HOUSE)

Device Type	Manufacturer	Serial No.	Type	Mfg. Date	Voltage (DC)	Notes
Battery	SAFT	N/A	SBH36	2001	125	Ni-Cad 95 cells
Charger	SAFT	146063	SLR 120-12	2001	125	12 Amp Output

SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION

161 KV CIRCUIT BREAKERS

Switch #	Manufacturer	Serial Number	Type	kV	Amps	AIC Rating	Manufacture Date
934	Siemens	300859049-2	SPS2S	170	2000	40 kA	2020
954	Siemens	300859049-3	SPS2S	170	2000	40 kA	2020
964	Siemens	300859049-5	SPS2S	170	2000	40 kA	2020
974	Siemens	300859049-6	SPS2S	170	2000	40 kA	2020
984	Siemens	300859049-4	SPS2S	170	2000	40 kA	2020
994	Siemens	300859049-1	SPS2S	170	2000	40 kA	2020

69 KV CIRCUIT BREAKERS

Switch #	Manufacturer	Serial Number	Type	kV	Amps	AIC Rating	Manufacture Date
618	Siemens	3008057892-3	SPS2S	72.5	1200	40 kA	2020
628	Siemens	3008057892-2	SPS2S	72.5	1200	40 kA	2020
638	Siemens	3008057892-1	SPS2S	72.5	1200	40 kA	2020
648	Siemens	3008057892-4	SPS2S	72.5	1200	40 kA	2020

AUTOTRANSFORMER (NON-LTC)

Manufacturer	Serial Number	Rating	Primary Voltage	Secondary Voltage	Manufacture Date
Waukesha	GT-04602	45.0/60.0/75.0 MVA	161,000	69,000Y/39,837	2020

POWER TRANSFORMERS (NON-LTC)

Manufacturer	Serial Number	Rating	Primary Voltage	Secondary Voltage	Manufacture Date
Howard	148827-0920	18.0/24.0/30.0 MVA	161,000	13,090Y/7,560	2020
Howard	156168-1120	18.0/24.0/30.0 MVA	161,000	13,090Y/7,560	2020

MAIN 15 kV VACUUM CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
104	MEPPI	SM000048690012	17 DV-25-12	2020	17	2000	25 kA
204	MEPPI	SM000048690013	17 DV-25-12	2020	17	2000	25 kA

TIE 15 kV VACUUM CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
308	MEPPI	SM000048690011	17 DV-25-12	2020	17	2000	25 kA

FEEDER 15 kV VACUUM CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
214	MEPPI	SM000048690009	17 DV-25-12	2020	17	1200	25 kA
224	MEPPI	SM000048690005	17 DV-25-12	2020	17	1200	25 kA
234	MEPPI	SM000048690003	17 DV-25-12	2020	17	1200	25 kA
244	MEPPI	SM000048690002	17 DV-25-12	2020	17	1200	25 kA
254	MEPPI	SM000048690001	17 DV-25-12	2020	17	1200	25 kA
318	MEPPI	SM000048690007	17 DV-25-12	2020	17	1200	25 kA
328	MEPPI	SM000048690010	17 DV-25-12	2020	17	1200	25 kA
338	MEPPI	SM000048690004	17 DV-25-12	2020	17	1200	25 kA
348	MEPPI	SM000048690006	17 DV-25-12	2020	17	1200	25 kA
358	MEPPI	SM000048690008	17 DV-25-12	2020	17	1200	25 kA

FEEDER VOLTAGE REGULATORS

Device No.	Manufacturer	Serial No.	kVA Rating	kV	Amps	Mfg. Date
214A	Howard		333/373 kVA	7.62/13.2Y	438/491	2020
214B	Howard		333/373 kVA	7.62/13.2Y	438/491	2020
214C	Howard		333/373 kVA	7.62/13.2Y	438/491	2020
224A	Howard	1812221620	333/373 kVA	7.62/13.2Y	438/491	2020
224B	Howard	2179462220	333/373 kVA	7.62/13.2Y	438/491	2020
224C	Howard	2179442220	333/373 kVA	7.62/13.2Y	438/491	2020
234A	Howard	2020571920	333/373 kVA	7.62/13.2Y	438/491	2020
234B	Howard	2020581920	333/373 kVA	7.62/13.2Y	438/491	2020
234C	Howard	1825861620	333/373 kVA	7.62/13.2Y	438/491	2020
244A	Howard	1812201620	333/373 kVA	7.62/13.2Y	438/491	2020
244B	Howard	2020591920	333/373 kVA	7.62/13.2Y	438/491	2020
244C	Howard	2020551920	333/373 kVA	7.62/13.2Y	438/491	2020

FEEDER VOLTAGE REGULATORS (CONT.)

Device No.	Manufacturer	Serial No.	kVA Rating	kV	Amps	Mfg. Date
254A	Howard	1789451520	333/373 kVA	7.62/13.2Y	438/491	2020
254B	Howard	1789461520	333/373 kVA	7.62/13.2Y	438/491	2020
254C	Howard	2020561920	333/373 kVA	7.62/13.2Y	438/491	2020
318A	Howard	1825831620	333/373 kVA	7.62/13.2Y	438/491	2020
318B	Howard	1789451520	333/373 kVA	7.62/13.2Y	438/491	2020
318C	Howard	1825871620	333/373 kVA	7.62/13.2Y	438/491	2020
328A	Howard	1812231620	333/373 kVA	7.62/13.2Y	438/491	2020
328B	Howard	1812251620	333/373 kVA	7.62/13.2Y	438/491	2020
328C	Howard	1825821620	333/373 kVA	7.62/13.2Y	438/491	2020
338A	Howard	1825851620	333/373 kVA	7.62/13.2Y	438/491	2020
338B	Howard	1812191620	333/373 kVA	7.62/13.2Y	438/491	2020
338C	Howard	1825841620	333/373 kVA	7.62/13.2Y	438/491	2020
348A	Howard	2382942620	333/373 kVA	7.62/13.2Y	438/491	2020
348B	Howard	2382922620	333/373 kVA	7.62/13.2Y	438/491	2020
348C	Howard	2382932620	333/373 kVA	7.62/13.2Y	438/491	2020
358A	Howard	2382962620	333/373 kVA	7.62/13.2Y	438/491	2020
358B	Howard	2382972620	333/373 kVA	7.62/13.2Y	438/491	2020
358C	Howard	2382952620	333/373 kVA	7.62/13.2Y	438/491	2020

SUBSTATION RELAY PANEL RELAYS

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #4 #934 Protection Relay (93-451)	SEL	51P, 51N	04515615XB5X4336XXXX1
Relay Panel #4 Circuit Breaker #934 Annunciator (93-2533)	SEL	CB 934 TC Alarm #1, CB 934 TC Alarm #2, CB 934 Low Gas Alarm, CB 934 Low Gas Lockout Alarm, CB 934 Spring Charge Failure Alarm, CB 934 Local/Remote Local Position Phase Overcurrent Trip, Neutral Overcurrent Trip, 93-451 Relay Failure Alarm	2533012130XA1X0

SUBSTATION RELAY PANEL RELAYS (CONT.)

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #5 #984 Bus Differential Relay (98-487E)	SEL	87, BF	0487E3X611XXB5X4377474X
Relay Panel #5 Circuit Breaker #984 Annunciator #1 (98-2533-1)	SEL	CB 984 TC Alarm #1, CB 984 TC Alarm #2, CB 984 Low Gas Alarm, CB 984 Low Gas Lockout Alarm, CB 984 Spring Charge Failure Alarm, CB 984 Local/Remote Local Position	2533012130XA1X0
Relay Panel #5 Circuit Breaker #984 Annunciator #2 (98-2533-2)	SEL	CB 984 BF Alarm, Initiated BF Tripping CB 984/CB 964/CB 934, 86 Lockout Relay Tripped, 98-487E Relay Failure Alarm	2533012130XA1X0
Relay Panel #6 #964 Bus Differential Relay (96-487E)	SEL	87, BF	0487E3X611XXB5X4377474X
Relay Panel #6 Circuit Breaker #964 Annunciator #1 (96-2533-1)	SEL	CB 964 TC Alarm #1, CB 964 TC Alarm #2, CB 964 Low Gas Alarm, CB 964 Low Gas Lockout Alarm, CB 964 Spring Charge Failure Alarm, CB 964 Local/Remote Local Position	2533012130XA1X0
Relay Panel #6 Circuit Breaker #964 Annunciator #2 (96-2533-2)	SEL	CB 964 BF Alarm, Initiated BF Tripping CB 964/CB 974/CB 934/CB 308/CB 104, 86 Lockout Relay Tripped, 96-487E Relay Failure Alarm	2533012130XA1X0
Relay Panel #7 Transformer Bank #2 Differential Relay (32-487E)	SEL	51P, 51N, 87, 63SP Trip Top, 63SP Trip Side, 63SP Trip Side, 49 Winding Temp Alarm/Trip, 71 LL Alarm/Trip	0487E3X611XXB5X4377474X
Relay Panel #7 Annunciator #1 (32-2553-1)	SEL	Transformer Stage 1 Fans On, Transformer Stage 2 Fans On, Loss of AC to Autotransformer, Loss of Fan Control Power, Loss of DC to Autotransformer, Transformer Nitrogen Pressure High, Transformer Nitrogen Pressure Low, Transformer Nitrogen Cylinder Low Pressure	2533012130XA1X0
Relay Panel #7 Annunciator #2 (32-2533-2)	SEL	Transformer 63PR Main Tank, Transformer 63PR Main Tank Top Cover, Transformer 63PR under Oil Side Tank, Transformer 71 Liquid Level Low, Transformer 71 Liquid Level Low Trip, Transformer Top Oil Temperature, Transformer Top Oil Temperature Trip, Transformer 49 Winding Temperature, Transformer 49 Winding Temperature Trip	2533012130XA1X0

SUBSTATION RELAY PANEL RELAYS (CONT.)

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #7 Annunciator #3 (32-2533-3)	SEL	Transformer Differential Trip, Transformer Phase Overcurrent Trip Transformer Neutral Overcurrent Trip, CB 974 BF Trip, CB 964 BF Trip, CB 104 BF trip, CB 308 BF trip, 86-7 LO Relay Tripped, 32-487E Relay Failure Alarm	2533012130XA1X0
Relay Panel #8 #974 Bus Differential Relay (97-487E)	SEL	87, BF	0487E3X611XXB5X4377474X
Relay Panel #8 Circuit Breaker #974 Annunciator #1 (97-2533-1)	SEL	CB 974 TC Alarm #1, CB 974 TC Alarm #2, CB 974 Low Gas Alarm, CB 974 Low Gas Lockout Alarm, CB 974 Spring Charge Failure Alarm, CB 974 Local/Remote Local Position	2533012130XA1X0
Relay Panel #8 Circuit Breaker #974 Annunciator #2 (97-2533-2)	SEL	CB 974 BF Alarm, Initiated BF Tripping CB 974/CB 964/CB 954/CB204/CB104, 86 Lockout Relay Tripped, 97-487E Relay Failure Alarm	2533012130XA1X0
Relay Panel #9 Transformer Bank #2 Differential Relay (31-487E)	SEL	51P, 51N, 87, 63SP Trip Top, 63SP Trip Side, 63SP Trip Side, 49 Winding Temp Alarm/Trip, 71 LL Alarm/Trip	0487E3X611XXB5X4377474X
Relay Panel #9 Annunciator #1 (31-2553-1)	SEL	Transformer Stage 1 Fans On, Transformer Stage 2 Fans On, Loss of AC to Autotransformer, Loss of Fan Control Power, Loss of DC to Autotransformer, Transformer Nitrogen Pressure High, Transformer Nitrogen Pressure Low, Transformer Nitrogen Cylinder Low Pressure	2533012130XA1X0
Relay Panel #9 Annunciator #2 (31-2533-2)	SEL	Transformer 63PR Main Tank, Transformer 63PR Main Tank Top Cover, Transformer 63PR under Oil Side Tank, Transformer 71 Liquid Level Low, Transformer 71 Liquid Level Low Trip, Transformer Top Oil Temperature, Transformer Top Oil Temperature Trip, Transformer 49 Winding Temperature, Transformer 49 Winding Temperature Trip	2533012130XA1X0
Relay Panel #9 Annunciator #3 (31-2533-3)	SEL	Transformer Differential Trip, Transformer Phase Overcurrent Trip Transformer Neutral Overcurrent Trip, CB 974 BF Trip, CB 954 BF Trip, CB 104 BF trip, CB 204 BF Trip, 86-9 LO Relay Tripped, 487E Relay Failure Alarm	2533012130XA1X0

SUBSTATION RELAY PANEL RELAYS (CONT.)

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #10 #954 Bus Differential Relay (95-487E)	SEL	87, BF	0487E3X611XXB5X4377474X
Relay Panel #10 Circuit Breaker #954 Annunciator #1 (95-2533-1)	SEL	CB 954 TC Alarm #1, CB 954 TC Alarm #2, CB 954 Low Gas Alarm, CB 954 Low Gas Lockout Alarm, CB 954 Spring Charge Failure Alarm, CB 954 Local/Remote Local Position	2533012130XA1X0
Relay Panel #10 Circuit Breaker #954 Annunciator #2 (95-2533-2)	SEL	CB 954 BF Alarm, Initiated BF Tripping CB 994/CB 974/CB 954/CB638/CB618/CB204/CB104, 86 Lockout Relay Tripped, 95-487E Relay Failure Alarm	2533012130XA1X0
Relay Panel #11 Autotransformer Bank #3 (71-487E)	SEL	51P, 51N, 87, 63SP Trip Top, 63SP Trip Side, 63SP Trip Side, 49 Winding Temp Alarm/Trip, 71 LL Alarm/Trip	0487E3X611XXB5X4377474X
Relay Panel #11 Annunciator #1 (71-2553-1)	SEL	Autotransformer Stage 1 Fans On, Autotransformer Stage 2 Fans On, Loss of AC to Autotransformer, Loss of Fan Control Power, Loss of DC to Autotransformer, Autotransformer Nitrogen Pressure High, Autotransformer Nitrogen Pressure Low, Autotransformer, Nitrogen Cylinder Low Pressure	2533012130XA1X0
Relay Panel #11 Annunciator #2 (71-2533-2)	SEL	Autotransformer 63PR Main Tank, Autotransformer 63PR Main Tank Top Cover, Autotransformer 63PR under Oil Side Tank, Autotransformer 71 Liquid Level Low, Autotransformer 71 Liquid Level Low Tri, Autotransformer Top Oil Temperature, Autotransformer Top Oil Temperature Trip, Autotransformer 49 Winding Temperature, Autotransformer 49 Winding Temperature Trip	2533012130XA1X0
Relay Panel #11 Annunciator #3 (71-2533-3)	SEL	Autotransformer Differential Trip, Autotransformer Phase Overcurrent Trip Autotransformer Neutral Overcurrent Trip, CB994 BF/CB854 BF/CB638BF/CB618BF, 86-11 LO Relay Tripped, 71-487E Relay Failure Alarm	2533012130XA1X0
Relay Panel #12 #994 Bus Differential Relay (99-487E)	SEL	87, BF	0487E3X611XXB5X4377474X

SUBSTATION RELAY PANEL RELAYS (CONT.)

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #12 Circuit Breaker #994 Annunciator #1 (99-2533-1)	SEL	CB 994 TC Alarm #1, CB 994 TC Alarm #2, CB 994 Low Gas Alarm, CB 994 Low Gas Lockout Alarm, CB 994 Spring Charge Failure Alarm, CB 994 Local/Remote Local Position	2533012130XA1X0
Relay Panel #12 Circuit Breaker #994 Annunciator #2 (99-2533-2)	SEL	CB 994 BF Alarm, Initiated BF Tripping CB 994/CB 984/CB 958, 86 Lockout Relay Tripped, 99-487E Relay Failure Alarm	2533012130XA1X0
Relay Panel #13 69 kV Bus Differential Relay (72-487E)	SEL	87, BF	0487E3X611XXB5X4377474X
Relay Panel #13 Annunciator #1 (72-2533-1)	SEL	None - Spare	2533012130XA1X0
Relay Panel #13 Annunciator #2 (72-2533-2)	SEL	None - Spare	2533012130XA1X0
Relay Panel #13 Annunciator #2 (72-2533-2)	SEL	Differential Trip, Phase Overcurrent, CB 628 BF, CB 618 BF, 86-13 LO Relay Tripped, 72-487E Relay Failure Alarm	2533012130XA1X0
Relay Panel #14 Circuit Breaker #618 Annunciator (61-2533)	SEL	CB 618 TC Alarm #1, CB 618 TC Alarm #2, CB 618 Low Gas Alarm, CB 618 Low Gas Lockout Alarm, CB 618 Spring Charge Failure Alarm, CB 618 Local/Remote Local Position	2533012130XA1X0
Relay Panel #15 #618/#628 Bay Protection Relay (62-451)	SEL	51P, 51N, 79, 25, BF	04515615XB5X4336XXXX1
Relay Panel #15 Circuit Breaker #628 Annunciator (62-2533)	SEL	CB 628 TC Alarm #1, CB 628 TC Alarm #2, CB 628 Low Gas Alarm, CB 628 Low Gas Lockout Alarm, CB 628 Spring Charge Failure Alarm, CB 628 Local/Remote Local Position, CB 628 BF, CB 618/CB 628/CB 648 BF Initiate Trip, 62-451 Relay Failure Alarm	2533012130XA1X0
Relay Panel #16 #638/#648 Bay Protection Relay (63-451)	SEL	51P, 51N, 79, 25, BF	04515615XB5X4336XXXX1

SUBSTATION RELAY PANEL RELAYS (CONT.)

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #16 Circuit Breaker #638 Annunciator (63-2533)	SEL	CB 638 TC Alarm #1, CB 638 TC Alarm #2, CB 638 Low Gas Alarm, CB 638 Low Gas Lockout Alarm, CB 638 Spring Charge Failure Alarm, CB 638 Local/Remote Local Position, CB 638 BF, CB 954/CB 994/CB 618/CB 6 48 BF Initiate Trip, 63-451 Relay Failure Alarm	2533012130XA1X0
Relay Panel #17 Circuit Breaker #648 Annunciator (64-2533)	SEL	CB 648 TC Alarm #1, CB 648 TC Alarm #2, CB 648 Low Gas Alarm, CB 638 Low Gas Lockout Alarm, CB 648 Spring Charge Failure Alarm, CB 648 Local/Remote Local Position	2533012130XA1X0
Relay Panel #20 Circuit Breaker #104 Annunciator (10-2533)	SEL	CB 104 TC Alarm, CB 104 Spring Charge Failure Alarm, CB 104 Local/Remote Local Position	2533012130XA1X0
Relay Panel #21 13 kV Bus Differential Relay & CB 308 Control (30-487B)	SEL	87, 51P, BF	0487B1X6X52XB5XE37EEXXX
Relay Panel #21 Circuit Breaker #308 Annunciator #1 (30-2533-1)	SEL	CB 308 TC Alarm, CB 994 Spring Charge Failure Alarm, CB 994 Local/Remote Local Position, 86-21 LO Relay Tripped, 86-21BF LO relay Tripped	2533012130XA1X0
Relay Panel #21 Circuit Breaker #308 Annunciator #2 (30-2533-2)	SEL	CB 318 BF Alarm, CB 328 BF Alarm, CB 338 BF Alarm, CB 348 BF Alarm, CB 358 BF Alarm, CB 308 BF Alarm, CB 308 Bypassed Alarm, CB 101BF Alarm, 30-487B Relay Failure Alarm	2533012130XA1X0
Relay Panel #22 Breaker #318 Protection & Control Relay (31-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421
Relay Panel #22 Circuit Breaker #318 Annunciator (31-2533)	SEL	CB 318 TC Alarm, CB 318 Spring Charge Failure Alarm, CB 318 Local/Remote Local Position, CB 318 BF, 31-351S Relay Alarm	2533012130XA1X0
Relay Panel #23 Breaker #328 Protection & Control Relay (32-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421

SUBSTATION RELAY PANEL RELAYS (CONT.)

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #23 Circuit Breaker #328 Annunciator (32-2533)	SEL	CB 328 TC Alarm, CB 328 Spring Charge Failure Alarm, CB 328 Local/Remote Local Position, CB 328 BF, 32-351S Relay Alarm	2533012130XA1X0
Relay Panel #24 Breaker #338 Protection & Control Relay (33-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421
Relay Panel #24 Circuit Breaker #338 Annunciator (33-2533)	SEL	CB 338 TC Alarm, CB 338 Spring Charge Failure Alarm, CB 338 Local/Remote Local Position, CB 338 BF, 33-351S Relay Alarm	2533012130XA1X0
Relay Panel #25 Breaker #348 Protection & Control Relay (34-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421
Relay Panel #25 Circuit Breaker #348 Annunciator (34-2533)	SEL	CB 348 TC Alarm, CB 348 Spring Charge Failure Alarm, CB 348 Local/Remote Local Position, CB 348 BF, 34-351S Relay Alarm	2533012130XA1X0
Relay Panel #26 Breaker #358 Protection & Control Relay (35-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421
Relay Panel #26 Circuit Breaker #358 Annunciator (35-2533)	SEL	CB 358 TC Alarm, CB 358 Spring Charge Failure Alarm, CB 358 Local/Remote Local Position, CB 358 BF, 35-351S Relay Alarm	2533012130XA1X0
Relay Panel #29 Breaker #254 Protection & Control Relay (35-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421
Relay Panel #29 Circuit Breaker #254 Annunciator (25-2533)	SEL	CB 254 TC Alarm, CB 254 Spring Charge Failure Alarm, CB 254 Local/Remote Local Position, CB 254 BF, 25-351S Relay Alarm	2533012130XA1X0
Relay Panel #30 Breaker #244 Protection & Control Relay (24-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421

SUBSTATION RELAY PANEL RELAYS (CONT.)

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #30 Circuit Breaker #244 Annunciator (24-2533)	SEL	CB 244 TC Alarm, CB 244 Spring Charge Failure Alarm, CB 244 Local/Remote Local Position, CB 244 BF, 24-351S Relay Alarm	2533012130XA1X0
Relay Panel #31 Breaker #234 Protection & Control Relay (23-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421
Relay Panel #31 Circuit Breaker #234 Annunciator (23-2533)	SEL	CB 234 TC Alarm, CB 234 Spring Charge Failure Alarm, CB 234 Local/Remote Local Position, CB 234 BF, 23-351S Relay Alarm	2533012130XA1X0
Relay Panel #32 Breaker #224 Protection & Control Relay (22-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421
Relay Panel #32 Circuit Breaker #224 Annunciator (22-2533)	SEL	CB 224 TC Alarm, CB 224 Spring Charge Failure Alarm, CB 224 Local/Remote Local Position, CB 224 BF, 22-351S Relay Alarm	2533012130XA1X0
Relay Panel #33 Breaker #214 Protection & Control Relay (21-351S)	SEL	51P, 51N, 79, BF	0351S7X3D4H5421
Relay Panel #33 Circuit Breaker #214 Annunciator (21-2533)	SEL	CB 214 TC Alarm, CB 214 Spring Charge Failure Alarm, CB 214 Local/Remote Local Position, CB 214 BF, 21-351S Relay Alarm	2533012130XA1X0
Relay Panel #34 13 kV Bus Differential Relay & CB 204 Control (20-487B)	SEL	51P, 51N, 79, BF	0487B1X6X52XB5XE37EEXXX
Relay Panel #34 Circuit Breaker #204 Annunciator (20-2533-1)	SEL	CB 204 TC Alarm, CB 204 Local/Remote Local Position CB 204 Spring Charge Failure Alarm, 86-34 LO Relay Tripped Alarm, 86-34BF Relay Tripped Alarm	2533012130XA1X0
Relay Panel #34 Circuit Breaker #204 Annunciator (20-2533-2)	SEL	CB 214 BF Alarm, CB 224 BF Alarm, CB 234 BF Alarm, CB 244 BF Alarm, CB 254 BF Alarm, CB 204 BF Alarm, CB 204 Bypassed Alarm, CB 104 BF Alarm, 202-487B Relay Failure Alarm	2533012130XA1X0

SUBSTATION RELAY PANEL RELAYS (CONT.)

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #35 Annunciator (35-2533)	SEL	Room #1 Hydrogen Detector Alarm, Room #2 Hydrogen Detector Alarm, Charger #1 High DC Volt Alarm, Charger #2 High DC Volt Alarm, Room #1 Heat/Smoke Alarm, Room #2 Heat/Smoke Alarm, Charger #1 Low DC Volt Alarm, Charger #2 Low DC Volt Alarm, Room #1 Entry Alarm, Room #2 Entry Alarm, Charger #1 DC Out Failure Alarm, Charger #2 DC Out Failure Alarm Relay Room Smoke/Heat Alarm, DC Switchboard Area #1 Smoke/Heat Alarm, DC Switchboard Area #2 Smoke/Heat Alarm, Electrical Room Smoke/Heat Alarm, Charger #1 AC Out Failure Alarm, Charger #2 AC Out Failure Alarm, Relay Panel Entry Alarm, DC Switchboard Area #1 Entry Alarm, DC Switchboard Area #2 Entry Alarm, Electrical Room #1 Entry Alarm, Charger #1 Ground Detect Alarm, Charger #2 Ground Detect Alarm, Charger #1 Summary Alarm, Charger #2 Summary Alarm	2533012130XA1X0

SUBSTATION DC POWER SYSTEM (CONTROL HOUSE) - BANK #1

Device Type	Manufacturer	Serial No.	Type	Mfg. Date	Voltage (DC)	Notes
Battery	SAFT	N/A	UP1M320	2021	125	Ni-Cad 95 cells 320 Ah
Charger	SAFT	326385/237250-2	AT10-130-075-240	2021	125	75 Amp Output

SUBSTATION DC POWER SYSTEM (CONTROL HOUSE) - BANK #2

Device Type	Manufacturer	Serial No.	Type	Mfg. Date	Voltage (DC)	Notes
Battery	SAFT	N/A	UP1M320	2021	125	Ni-Cad 95 cells 320 Ah
Charger	SAFT	326385/237250-2	AT10-130-075-240	2021	125	75 Amp Output

STARKVILLE PRIMARY 161/69 KV SUBSTATION

161 KV CIRCUIT BREAKER

Switch #	Manufacturer	Serial Number	Type	kV	Amps	AIC Rating	Manufacture Date
914	Siemens	3008684063-1	SPS2S	170	2000	40 kA	2021

161 KV CIRCUIT SWITCHER

Switch #	Manufacturer	Serial Number	Type	kV	Amps	AIC Rating	Manufacture Date
904	S&C Electric	95-15049	2010	161	1200	20 kA	1995

AUTOTRANSFORMER (NON-LTC)

Manufacturer	Serial Number	Rating	Primary Voltage	Secondary Voltage	Manufacture Date
Waukesha	GT-04602	45.0/60.0/75.0 MVA	161,000	69,000Y/39,837	2020

POWER TRANSFORMERS (NON-LTC)

Manufacturer	Serial Number	Rating	Primary Voltage	Secondary Voltage	Manufacture Date
General Electric	M162746B	30.0/40.0/50.0 MVA	154,000	69,000Y/39,840	1995

69 kV CIRCUIT BREAKERS

Device No.	Manufacturer	Serial No.	Type	Mfg. Date	kV	Amps	Inter. Rating
614	ABB	S101806-02	72PM 31-12	1995	72.5	1200	31.5 kA
624	ABB	S101806-01	72PM 31-12	1995	72.5	1200	31.5 kA
634	ABB	S101806-03	72PM 31-12	1995	72.5	1200	31.5 kA

SUBSTATION RELAY PANEL RELAYS

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #1 Annunciator #1 (2533-1)	SEL	CS914 Local/Remote, CB924 TC1 Alarm, CB924 TC2 Alarm, CB924 Low Gas Alarm, CB 924 Low Gas Lockout Alarm	2533012130XA2X0
Relay Panel #2 Bus Differential (92-487E)	SEL	51P, 51N, 21BF, T3 63SP Trip, T3 49 Winding Temp Alarm/Trip, T3 71 LL Alarm/Trip, T3 26 Hot Oil Alarm, T3 63 NG Alarm	0487E3X611XXB5X4377474X

SUBSTATION RELAY PANEL RELAYS (CONT).

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #2 Annunciator #1 (92-2533-1)	SEL	T2 Nitrogen Gas Low	2533012130XA2X0
Relay Panel #2 Annunciator #2 (92-2533-2)	SEL	Bank #2 63PR Alarm, Bank #2 63SP Trip, Bank #2 Loss of Liquid Flow Alarm, Bank #2 LL Alarm, Bank #2 Liquid Temp Alarm, Bank #2 49WT Alarm, Bank #2 49WT Trip	2533012130XA2X0
Relay Panel #2 Annunciator #3 (92-2533-3)	SEL	Differential Trip, Phase Overcurrent Trip, Neutral Overcurrent Trip, 86-2 Lockout relay Trip Alarm, 92-487E Relay Failure Alarm	2533012130XA2X0
Relay Panel #3 Autotransformer Bank #3 (93-487E)	SEL	51P, 51N, 21BF, T3 63SP Trip, T3 49 Winding Temp Alarm/Trip, T3 71 LL Alarm/Trip, T3 26 Hot Oil Alarm, T3 63 NG Alarm	0487E3X611XXB5X4377474X
Relay Panel #3 Annunciator #1 (93-2553-1)	SEL	Autotransformer Stage 1 Fans On, Autotransformer Stage 2 Fans On, Loss of AC to Autotransformer, Loss of Fan Control Power, Loss of DC to Autotransformer, Autotransformer Nitrogen Pressure High, Autotransformer Nitrogen Pressure Low, Autotransformer, Nitrogen Cylinder Low Pressure	2533012130XA2X0
Relay Panel #3 Annunciator #2 (93-2533-2)	SEL	Autotransformer 63PR Main Tank, Autotransformer 63PR Main Tank Top Cover, Autotransformer 63PR under Oil Side Tank, Autotransformer 71 Liquid Level Low, Autotransformer 71 Liquid Level Low Tri, Autotransformer Top Oil Temperature, Autotransformer Top Oil Temperature Trip, Autotransformer 49 Winding Temperature, Autotransformer 49 Winding Temperature Trip	2533012130XA2X0
Relay Panel #3 Annunciator #3 (93-2533-3)	SEL	Autotransformer Differential Trip, Autotransformer Phase Overcurrent Trip Autotransformer Neutral Overcurrent Trip, 86-3 LO Relay Tripped, 487E Relay Failure Alarm	2533012130XA2X0
Relay Panel #4 Annunciator #1 (2533-1)	SEL	None -Spare	2533012130XA2X0

SUBSTATION RELAY PANEL RELAYS (CONT.)

Equipment Label	Manufacturer	Device Number (Type/Description)	Style
Relay Panel #4 Annunciator #2 (2533-2)	SEL	None-Spare	2533012130XA2X0
Relay Panel #5 #634/#624 Bay Protection Relay (63-451)	SEL	51P, 51N, 79, 25, BF	04515615XB5X4336XXXX1
Relay Panel #5 Circuit Breaker #634 Annunciator (63-2533)	SEL	CB 634 TC Alarm, CB 634 Low Gas Alarm, CB 634 Low Gas Lockout Alarm, CB 634 BF Alarm, 63-451 Relay Failure Alarm	2533012130XA2X0
Relay Panel #6 Circuit Breaker #624 Annunciator (62-2533)	SEL	CB 634 TC Alarm, CB 634 Low Gas Alarm, CB 634 Low Gas Lockout Alarm	2533012130XA2X0
Relay Panel #7 #614/#624 Bay Protection Relay (61-451)	SEL	51P, 51N, 79, 25, BF	04515615XB5X4336XXXX1
Relay Panel #7 Circuit Breaker #614 Annunciator (61-2533)	SEL	CB 614 TC Alarm, CB 614 Low Gas Alarm, CB 614 Low Gas Lockout Alarm, CB 614 BF Alarm, 61-451 Relay Failure Alarm	2533012130XA2X0

SUBSTATION DC POWER SYSTEM (CONTROL HOUSE)

Device Type	Manufacturer	Serial No.	Type	Mfg. Date	Voltage (DC)	Notes
Battery	SAFT	N/A	SBM112-2	2022	125	Ni-Cad 96 cells 112 Ah
Charger	SAFT	327539/1001170	AT10-130-020-0113000	2014	125	20 Amp Output

EXHIBIT B

SCHEDULE & DESCRIPTION OF SERVICES

	QUARTERLY <u>INSPECTION</u>	FIRST YEAR (2023) <u>INSPECTION</u>	SECOND YEAR (2024) <u>INSPECTION</u>
<u>Industrial 69/13 kV Substation</u>			
Walk-through Inspection	X	X	X
Check Station Batteries	X	X	X
Capacity Testing of Station Batteries (<u>2023</u>)	N/A	N/A	N/A
Check Circuit Breaker Gas Pressure	X	X	X
Verify Tripping Potential 69 kV Circuit Breakers	X	N/A	X
Trip Check 69 kV Circuit Breakers	N/A	X	N/A
Inspection of Substation Power Transformers	N/A	X	X
Electrical Testing of Power Transformers (2023)	N/A	X	N/A
Inspection of Substation Voltage Regulator	N/A	X	X
Electrical Testing of Substation Voltage Regulator (2023)	N/A	X	N/A
Insulating Oil Tests in All Winding Type Apparatus (Power Transformers, Voltage Regulator)	N/A	X	X
Dissolved Gas Analysis of Insulating Oil in All Winding Type Apparatus (Power Transformers, Voltage Regulator)	N/A	X	X
Water Content Tests on Insulating Oil in All Winding Type Apparatus (Power Transformers, Voltage Regulator)	N/A	X	X
Verify Tripping Potential 15 kV Circuit Breakers	X	N/A	N/A
Inspection & Tests of 15 KV Vacuum Circuit Breakers (Feeder)	N/A	X	X
Test and Calibrate Protective Relays & Devices (<u>2023</u>)	N/A	X	N/A
<u>Northeast Starkville 161/13 kV Substation</u>			
Walk-through Inspection	X	X	X
Check Station Batteries	X	X	X
Capacity Testing of Station Batteries (<u>2024</u>)	N/A	N/A	N/A
Check Circuit Switcher Gas Pressure	X	X	X
Verify Tripping Potential 161 kV Circuit Switcher & Ground Switch	X	N/A	X

	<u>QUARTERLY INSPECTION</u>	<u>FIRST YEAR (2023) INSPECTION</u>	<u>SECOND YEAR (2024) INSPECTION</u>
Trip Check 161 kV Circuit Switcher & Ground Switch	N/A	X	N/A
Inspection of Substation Power Transformers	N/A	X	X
Electrical Testing of Power Transformers (2024)	N/A	N/A	X
Insulating Oil Tests in All Winding Type Apparatus (Power Transformers)	N/A	X	X
Dissolved Gas Analysis of Insulating Oil in All Winding Type Apparatus (Power Transformers)	N/A	X	X
Water Content Tests on Insulating Oil in All Winding Type Apparatus (Power Transformers)	N/A	X	X
Verify Tripping Potential 15 kV Circuit Breakers	X	N/A	N/A
Inspection & Tests of 15 KV Vacuum Circuit Breakers (Main, Tie & Feeder)	N/A	X	X
Test and Calibrate Protective Relays & Devices (2024)	N/A	N/A	X
<u>Northwest Starkville 69/13 kV Substation</u>			
Walk-through Inspection	X	X	X
Check Station Batteries	X	X	X
Capacity Testing of Station Batteries (2023)	N/A	N/A	N/A
Check Circuit Breaker Gas Pressure	X	X	X
Verify Tripping Potential 69 kV Circuit Breakers	X	N/A	X
Trip Check 69 kV Circuit Breakers	N/A	X	N/A
Inspection of Substation Power Transformers	N/A	X	X
Electrical Testing of Power Transformers (2023)	N/A	X	N/A
Inspection of Substation Voltage Regulator	N/A	X	X
Electrical Testing of Substation Voltage Regulator (2023)	N/A	X	N/A
Insulating Oil Tests in All Winding Type Apparatus (Power Transformers, Voltage Regulator)	N/A	X	X
Dissolved Gas Analysis of Insulating Oil in All Winding Type Apparatus (Power Transformers, Voltage Regulator)	N/A	X	X
Water Content Tests on Insulating Oil in All Winding Type Apparatus (Power Transformers, Voltage Regulator)	N/A	X	X
Verify Tripping Potential 15 kV Circuit Breakers	X	N/A	N/A

	QUARTERLY INSPECTION	FIRST YEAR (2023) INSPECTION	SECOND YEAR (2024) INSPECTION
Inspection & Tests of 15 KV Vacuum Circuit Breakers (Main & Feeder)	N/A	X	X
Test and Calibrate Protective Relays & Devices (2023)	N/A	N/A	N/A
<u>Southwest Starkville 161/69/13 kV Substation</u>			
Walk-through Inspection	X	X	X
Check Station Batteries	X	X	X
Capacity Testing of Station Batteries (2026)	N/A	N/A	N/A
Check Circuit Breaker Gas Pressure	X	X	X
Verify Tripping Potential 161 kV Circuit Breakers	X	N/A	X
Trip Check 161 kV Circuit Breakers	N/A	X	N/A
Verify Tripping Potential 69 kV Circuit Breakers	X	N/A	X
Trip Check 69 kV Circuit Breakers	N/A	X	N/A
Inspection of Substation Power Transformers & Autotransformer	N/A	X	X
Electrical Testing of Power Transformers & Autotransformer (2026)	N/A	N/A	N/A
Inspection of Substation Voltage Regulators	N/A	X	X
Electrical Testing of Substation Voltage Regulators (2026)	N/A	N/A	N/A
Insulating Oil Tests in All Winding Type Apparatus (Power Transformers, Autotransformer, & Voltage Regulators)	N/A	X	X
Dissolved Gas Analysis of Insulating Oil in All Winding Type Apparatus (Power Transformers, Autotransformer & Voltage Regulators)	N/A	X	X
Water Content Tests on Insulating Oil in All Winding Type Apparatus (Power Transformers, Autotransformer & Voltage Regulator)	N/A	X	X
Verify Tripping Potential 15 kV Circuit Breakers	X	N/A	N/A
Inspection & Tests of 15 KV Vacuum Circuit Breakers (Main, Tie & Feeder)	N/A	X	X
Test and Calibrate Protective Relays & Devices (2026)	N/A	N/A	N/A

	<u>QUARTERLY INSPECTION</u>	<u>FIRST YEAR (2023) INSPECTION</u>	<u>SECOND YEAR (2024) INSPECTION</u>
<u>Starkville Primary 161/69 kV Substation</u>			
Walk-through Inspection	X	X	X
Check Station Batteries	X	X	X
Capacity Testing of Station Batteries (<u>2027</u>)	N/A	N/A	N/A
Check Circuit Switcher Gas Pressure	X	X	X
Verify Tripping Potential 161 kV Circuit Switcher & Ground Switch	X	N/A	X
Trip Check 161 kV Circuit Switcher & Ground Switch	N/A	X	N/A
Check Circuit Breaker Gas Pressure	X	X	X
Verify Tripping Potential 161 kV Circuit Breakers	X	N/A	X
Trip Check 161 kV Circuit Breakers	N/A	X	N/A
Verify Tripping Potential 69 kV Circuit Breakers	X	N/A	X
Trip Check 69 kV Circuit Breakers	N/A	X	N/A
Inspection of Substation Power Transformer & Autotransformer	N/A	X	X
Electrical Testing of Power Transformer & Autotransformer (<u>2027</u>)	N/A	X	N/A
Insulating Oil Tests in All Winding Type Apparatus (Power Transformers & Autotransformer)	N/A	X	X
Dissolved Gas Analysis of Insulating Oil in All Winding Type Apparatus (Power Transformer & Autotransformer)	N/A	X	X
Water Content Tests on Insulating Oil in All Winding Type Apparatus (Power Transformer & Autotransformer)	N/A	X	X
Test and Calibrate Protective Relays & Devices (<u>2027</u>)	N/A	N/A	N/A

EXHIBIT C

DESCRIPTION OF SERVICES

1. Walk Through Inspection:
 - A. Entire Substation: Look for broken porcelain and oil leaks.
 - B. Transformers: Record and reset all temperature gauges; record gas pressure/vacuum readings and oil level; operate fans and pumps by manual controls, observe and record levels and other abnormal conditions.
 - C. Power Circuit Breakers & Vacuum Circuit Breakers: Record and reset all relay targets; record counter reading, replace all indicator lamps not working; check trip and close voltage; visually inspect unit and mechanism.
 - D. Circuit Switchers and Grounding Switches: Inspect and record conditions; observe for damaged porcelain and burned wires. Check trip and close voltage.
2. Tripping Potential Verification Check: Verify trip potential (voltage) at each protective tripping device to ensure integrity of tripping voltage and condition of trip coil.
3. Check Circuit Switcher Gas Pressure: Verify gas pressure of circuit switcher interrupters to ensure device can properly operate if required.
4. Check Circuit Breaker Gas Pressure: Verify gas pressure of circuit breaker interrupters to ensure device can properly operate if required.
5. Trip Check Circuit Switchers, Grounding Switches, Power Circuit Breakers, and Vacuum Circuit Breakers: Operate every device by its protective relays to insure proper tripping and, where applicable, reclosing.
6. Inspection and Tests of 161 KV Circuit Switchers:
 - A. Check operator for evidence of water ingress, damage, excessive corrosion, or wear.
 - B. Check operator for loose wiring inside enclosure and proper functioning of position indicating lamps, operations counter, and remote trip blocking.
 - C. Remove bottom covers on interrupter train and check power train for evidence of damage, excessive corrosion, or wear.
 - D. Check power train to ascertain that bolted connections are tight and that pinned connections are secure.
 - E. Check the insulating support column for evidence of leaking lubricated dielectric filler beneath the insulating support column.
 - F. Remove transition box cover on insulating support column at the top of the column and check that pinned connections are secure. Also check for evidence of water ingress, damage, excessive corrosion, or wear.
 - G. Close the disconnect and check that the rotating-spindle closed-stop bolt on the insulating support column has manufacturer's recommended clearance to the bumper at the bottom of the transition box.
 - H. Check disconnect power train for evidence of damage, excessive corrosion, or wear.
 - I. Check that bolted connections on disconnect power train are tight and that pinned connections are secure.
 - J. Check condition of seals on disconnect power train.
 - K. Check that bolted connections on interrupter current-carrying parts are tight.
 - L. Check for evidence of damage, excessive corrosion, or wear on disconnect live parts. Replace current-carrying jaw contacts if the inserts on two or more contact fingers are worn to the extent that the blade

tongue contact does not engage the full width of the contact finger.

- M. Check that bolted connections on disconnect live parts are tight on current-carrying parts and that pinned connections are secure on blade linkage.
- N. Check that blade tongue contact enters the jaw contact on-center, rotates fully, and comes to rest within manufacturer's recommended distance to the stop.
- O. Lubricate the contact surfaces on the disconnect live parts with an appropriate lubricant, such as Shell Darina EP2.

7. Inspection and Tests of 161 KV Ground Switches:

- A. Remove trip mechanism cover. Inspect auxiliary contacts and clean if necessary.
- B. Isolate and exercise switch several times both mechanically and electrically. Verify all connector bolts and terminal nuts on the auxiliary switches are tight.
- C. Replace trip mechanism cover and ensure all quick release fasteners are secure.
- D. Inspect all parts of the operating mechanism to see that clevis bolts are tight and that no parts have slipped.

8. Inspection & Tests of 161 kV and 46 KV SF6 Power Circuit Breakers:

- A. Check for loose hardware at flange areas, gas plumbing system, fittings, and rupture disk.
- B. Check the anti-pumping circuit.
- C. Check cabinet heaters for proper operation.
- D. Check bushings for cracks.
- E. Clean bushings as required.
- F. Check alarms and lockouts.
- G. Check for gas at the following locations:
 - 1. Tube connections and fittings
 - 2. SF6 gas plumbing
 - 3. Rupture disks
 - 4. Bushing flanges
 - 5. Rear tank cover assemblies
 - 6. Bellcrank housing
 - 7. Interphase shaft seats
- H. Check SF6 gas moisture content.
- I. Check wiring and terminals for tightness.
- J. Check auxiliary switch for proper adjustment.
- K. Check limit switch set points and adjust to manufacturer's specifications.
- L. Perform timing tests in accordance with manufacturer's recommendations.
- M. Perform contact resistance tests on all poles.

9. Inspection and Tests of 15 KV Vacuum Circuit Breakers:

- A. Inspect for physical damage.
- B. Inspect anchorage, alignment, and grounding.

- C. Perform all mechanical operational tests on both the circuit breaker and its operating mechanism.
 - D. Trip circuit breaker by operation of each protective device.
 - E. Measure critical dimensions such as contact gap and wipe as recommended by manufacturer. Make adjustments as needed.
 - F. Check tightness of bolted connections by using calibrated torque wrench.
 - G. Perform a contact-resistance test.
 - H. Perform breaker travel and velocity analysis.
 - I. Perform vacuum bottle integrity test (overpotential) across each vacuum bottle with the breaker in the open position in strict accordance with manufacturer's instructions. Do not exceed maximum voltage stipulated for this test.
 - J. Inspect and lubricate mechanism.
10. Insulating Oils: Oil screen tests for all transformers, transformer load tap changers, and grounding reactors to include:
- A. Oil Dielectric.
 - B. Neutralization No.
 - C. Interfacial Tension.
 - D. Color.
 - E. Specific Gravity.
 - F. Visual Condition.
11. Dissolved Gas Analysis: Gas chromatograph tests will be made on the insulating oil of all transformers, transformer load tap changers, and grounding reactors to detect generation of combustible gases.
12. Water Content Tests: Karl Fisher ASTM D-1533 test performed on insulating oil of all transformers, transformer load tap changers, and grounding reactors to detect the presence of moisture.
13. Inspection of Substation Power Transformers and Autotransformers:
- A. Inspect physical and mechanical condition.
 - B. Verify settings and operation of all temperature devices, if applicable.
 - C. Verify that cooling fans and pumps operate correctly, and that fan and pump motors have correct overcurrent protection, if applicable.
 - D. Inspect all bolted electrical connections for high resistance using a low-resistance ohmmeter.
 - E. Verify correct liquid level in all tanks and bushings.
 - F. Verify that positive pressure is maintained on nitrogen-blanketed transformers.
 - G. Perform specific inspections and mechanical tests as recommended by the manufacturer.
 - H. Verify correct equipment grounding.
 - I. Verify the presence of transformer surge arresters.
14. Inspection of Voltage Regulator Load Tap Changers:
- A. Inspect physical and mechanical condition.
 - B. Inspect all bolted electrical connections for high resistance using a low-resistance ohmmeter.

- C. Verify correct auxiliary device operation.
 - D. Verify motor and drive train for correct operation and automatic motor cut-off at maximum lower and maximum raise.
 - E. Verify correct liquid level in all tanks.
 - F. Perform specific inspections and mechanical tests as recommended by the manufacturer.
 - G. Verify correct equipment grounding.
15. Check Station Batteries: Station batteries should be maintained in accordance with IEEE 1106 -2005 “Recommended Practice for Installation, Maintenance, Testing & Replacement of Vented Nickel-Cadmium Batteries for Stationary Applications” and the Battery Manufacturer’s recommendations. Inspections should include checking and recording the following:
- A. Float voltage measured at the battery terminals.
 - B. General appearance and cleanliness of the battery, the battery rack, and the battery rack area.
 - C. Charger output current and voltage.
 - D. Electrolyte levels.
 - E. Cracks in cells or leakage of electrolyte.
 - F. Any evidence of corrosion at terminals, connectors, or rack.
 - G. Adequacy of ventilation.
 - H. Pilot-cell electrolyte temperature.
 - I. Checking and recording the voltage of each cell.
 - J. Integrity of the battery rack.
 - K. Inter cell connection torque.
 - L. Condition and resistance of cable connections.
16. Electrical Testing of Substation Power Transformers and Autotransformers:
- A. Perform resistance measurements through all bolted connections with low-resistance ohmmeter.
 - B. Perform insulation-resistance tests, winding-to-winding, and each winding-to-ground.
 - C. Calculate polarization index.
 - D. Perform turns-ratio tests at all tap positions.
 - E. Test load tap-changer in accordance with Paragraph 15, if applicable.
 - F. Perform insulation power-factor/dissipation-factor tests on windings in accordance with test equipment manufacturer’s published data.
 - G. Perform power-factor/dissipation-factor tests or hot collar watts-loss tests on bushings in accordance with test equipment manufacturer’s published data.
 - H. Perform excitation-current tests in accordance with test equipment manufacturer’s published data.
 - I. Measure resistance of each high-voltage winding in each no-load tap-changer position. Measure resistance of each low-voltage winding in each load tap-changer position, if applicable.
 - J. If core ground strap is accessible, measure core insulation resistance at 500 volts dc.
 - K. Measure the percentage of oxygen in the nitrogen gas blanket, if applicable.
 - L. Perform SFRA test. Compare to baseline tests, where available.

- M. Verify operation of all alarm, control, and trip circuits from temperature and level Indicators, pressure relief device, and fault pressure relay, if applicable.

17. Electrical Testing of Voltage Regulator Load Tap Changers:

- A. Perform resistance measurements through all bolted connections with low-resistance ohmmeter.
- B. Perform insulation-resistance tests.
- C. Perform insulation power-factor/dissipation-factor tests.
- D. Perform winding-resistance tests.
- E. Perform special tests and adjustments as recommended by the manufacturer.
- F. Perform turns-ratio test.
- G. Verify operation of all alarm, control, and trip circuits from temperature and level Indicators, pressure relief device, and fault pressure relay, if applicable.

18. Substation Battery Bank Load Testing:

- A. Visual Inspections for Damages or Discrepancies
- B. Electrical Testing to Include the Following:
 - 1. Internal Cell Impedance Tests
 - 2. Intercell Connector Plates Resistance Tests
 - 3. Specific Gravity (Electrolyte State of Charge) Tests
 - 4. System Load Capacity Tests
- C. Verify Correct Electrolyte Levels Functional Testing of all Battery Charger System Alarms
- D. Verify Proper Battery Charger Settings Installed

19. Test and Calibrate Protective Devices:

- A. Testing of current and voltage calibration of all protective relays to conform to specified settings.
- B. Functional Testing of Logic Implementation
- C. Electrical Testing of Protection Elements with 3 Phase Fault Simulation
- D. Functional Testing of all Input and Output Interface



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

**AGENDA ITEM NO: 5
AGENDA DATE: March 7, 2023
PAGE: 1**

SUBJECT: Request authorization to approve lowest quote from Bill Russell Ford on a Ford F-150 in the amount of \$49,369.00

AMOUNT & SOURCE OF FUNDING: 2022 – 2023 Capital Budget

FISCAL NOTE: Bill Russell Ford \$49,369.00
Build-A-Truck \$50,425.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This is included in the 2023 Capital Improvement Plan. This truck was initially ordered in October 2023, but the state contract vendor would not honor their prices due to low inventory.

SUGGESTED MOTION:

Move approval to authorize lowest quote from Bill Russell Ford on a Ford F-150 in the amount of \$49,369.00

RETAIL BUYER'S ORDER

SALESMAN
Cecil Hill

Purchaser
STARKVILLE UTILITIES

Co-Purchaser

Date
02/27/2023

Address

City
STARKVILLE

CO

St
MS

Zip
39759

Buyer's
Home Phone
(662) 617-2808

Work

Co-Buyer's
Home Phone

Work

Enter my order for:

New ☒

Used ☐

Demo ☐

Year
2023

Make
Ford

Model
F-150

Body
XL 4x2 SuperCrew Cab 6.5 ft. box 157 in. WB

1234567891011121314151617

FTEW1C5XPKD5125

All prices herein shown are the dealer's prices for cash and do not constitute the time price. Attached hereto and made a part hereof is a Disclosure Statement which sets forth the details of the time payment transaction.

DL 1

DL 2

DOB //

SS

E-MAIL ADDRESS cmcclain@starkvilleutilities.com

CYL

COLOR OXFORD WHITE

MILES 13

MANUFACTURER'S SUGGESTED RETAIL PRICE

52,460 00

DISCOUNT PACKAGE AND DEALER

- 2,276 00

ACCESSORIES

TOTAL VEHICLE AND ACCESSORIES

50,184 00

TRADE ALLOWANCE

MAKE MODEL YR. BODY

DIFFERENCE

VIN

DOCUMENTARY FEES

425 00

CYL COLOR MILES

SALES TAX ADDED IF APPLICABLE

00

LICENSE NO. DECAL NO.

TITLE & INSPECTION FEES

10 00

CASH DEPOSIT \$ RECEIPT NO BY DATE

CUSTOMER REBATE GOOD UNTIL 4/3/2023

- 1,250 00

CASH ON DELIVERY \$ RECEIPT NO BY DATE

PARTIAL PAYMENT

PAYMENT

PAY OFF

TOTAL

49,369 00

BALANCE DUE Bill Russell Ford Lincoln

49,369 00

"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides and contrary provisions in the contract of sale."

Lien Holder Info

Name

Mailing Address

City & Zip

Lien Holder #

PAYOFF INFORMATION

NAME

ADDRESS

CITY, ST, ZIP

PAYOFF QUOTED BY

PAYOFF GOOD UNTIL

ACCT NO.

PHONE NO.

FOR AND IN CONSIDERATION OF THE SUM OF \$ _____ WHICH YOU HAVE THIS DAY CREDITED TO MY ACCOUNT, I DO HEREBY BARGAIN, SELL, AND DELIVER UNTO BILL RUSSELL FORD LINCOLN ONE _____, AUTOMOBILE. MODEL _____, MOTOR NO. _____. I WARRANT THE TITLE TO SAID AUTOMOBILE TO BE IN ME, AND THAT SAME IS FREE FROM ENCUMBRANCES AND ALL DEBTS, EXCEPT \$ _____ DUE _____ WHICH AMOUNT BILL RUSSELL FORD LINCOLN, DOES ASSUME; THAT I HAVE A GOOD RIGHT TO SELL AND DELIVER THE ABOVE AUTOMOBILE, AND THAT TITLE AND POSSESSION, AND NOT A REBUILT TITLE, THERETO I WILL WARRANT AGAINST THE CLAIMS OF ALL PARTIES WHATSOEVER, EXCEPT AS ABOVE SPECIFIED.

THE UNDERSIGNED HEREBY AGREES TO WAIVE ALL RIGHTS TO CLAIM EXEMPTION OF PERSONAL PROPERTY UNDER THE LAW AS OF THE STATE OF MISSISSIPPI OR ANY OTHER STATE OF THE UNITED STATES AND AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING A REASONABLE ATTORNEY'S FEE WHETHER OR NOT SUIT BE INSTITUTED.

☐

IT IS AGREED AND UNDERSTOOD THAT NO WARRANTIES OF ANY KIND OR CHARACTER, AND MORE PARTICULARLY AS TO MILEAGE SHOWN ON ODOMETER, YEAR MODEL SERIES, WHETHER OR NOT CAR HAS SUSTAINED DAMAGE, AND PRESENT MECHANICAL CONDITION, EITHER EXPRESSED OR IMPLIED, ARE MADE BY BILL RUSSELL FORD LINCOLN OF ANY CONCERNING THE CAR TO BE DELIVERED TO ME, OTHER THAN THE USUAL MANUFACTURER'S WARRANTIES.

☐

I AM PURCHASING THE ABOVE DESCRIBED VEHICLE BASED SOLELY UPON MY OWN PERSONAL EXAMINATION AND EVALUATION, NOT RELYING ON OPINIONS OR STATEMENTS OF SALESMAN.

☐

THE ABOVE COMPRISES THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE AND NO OTHER ARRANGEMENT OF ANY KIND, VERBAL UNDERSTANDING OR PROMISE WHATSOEVER WILL BE RECOGNIZED.

☐

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

OK'D

BUYER

Digitally generated image shown. Actual image may vary. See your dealer for details.

Dig

2023 F-150®
XL

PAINT ^{S4}

COLOR
Oxford White

SECONDARY COLOR
No Secondary Color | INCLUDED



\$50,245

ESTIMATED NET PRICE ^{S6}

\$896

PER MONTH FOR 60 MONTH
FINANCE ^{S6}

POWERTRAINS ^{S4}



5.0L V8 Engine with Auto Start-Stop
Technology and Flex-Fuel Capability

\$2,335



3.31 Electronic Locking Axle Ratio

\$420

PACKAGES ^{S4}



STX Appearance Package

\$2,585



Trailer Tow Package

\$1,325

EXTERIOR ^{S4}

Digitally generated image shown. Actual image may vary. See your dealer for details.



2023 F-150®
XL

SUMMARY

PAINT ^{S4}

Oxford White	\$0
No Secondary Color	\$0

POWERTRAINS ^{S4}

5.0L V8 Engine with Auto Start-Stop Technology and Flex-Fuel Capability	\$2,335
4x2	\$0
Electronic Ten-Speed Automatic Transmission	\$0
3.31 Electronic Locking Axle Ratio	\$420

PACKAGES ^{S4}

XL Standard	\$0
XL Standard (101A) Discount	-\$750
STX 20" Wheel Discount	-\$595
STX Appearance Package	\$2,585
STX Appearance Package Discount	-\$750
Trailer Tow Package	\$1,325



20" Six-Spoke Machined-Faced Aluminum with Magnetic Painted Pockets

\$1,225



Bedliner – Tough Bed® Spray-In

\$595



Black Platform Running Boards

\$250

INTERIOR ^{S4}

Digitally generated image shown. Actual image may vary. See your dealer for details.



EXTERIOR ^{S4}

20" Six-Spoke Machined-Faced Aluminum with Magnetic Painted Pockets	\$1,225
275/60 R20 BSW All-Season Tires (4x2)	\$0
Bedliner – Tough Bed® Spray-In	\$595
Rear-window with Fixed Glass and Solar Tint	\$0
Wipers – Intermittent speed	\$0
Steering Wheel – Heat Removal	\$0
Reverse Sensing System	\$0
Headlamps – Halogen	\$0
Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps	\$0
Black Platform Running Boards	\$250

INTERIOR ^{S4}

Black	\$0
Unique Sport Cloth 40/20/40 Front-Seats	\$0
Privacy Glass	\$320
Vinyl Floor Covering – Black	\$0
Rearview Mirror, Day/Night	\$0
Multicontour Seats with Active Motion® Removal	\$0
Integrated Trailer Brake Controller	\$0
Steering Wheel – Manual Tilt/Telescoping and Manual Locking	\$0
Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking	\$0
Cruise Control	\$0
4" Productivity Screen in Instrument Cluster	\$0
Perimeter Alarm	\$0
SiriusXM® With 360L	\$0
SiriusXM® Traffic and Travel Link	\$0
SYNC® 4 with Enhanced Voice Recognition	\$0

PRICING SUMMARY

BASE MSRP ^{S1}	\$41,390
OPTIONS ^{S4}	+ \$6,960
ACCESSORIES ^{S8}	+ \$0
DESTINATION CHARGES ^{S17}	+ \$1,895
TOTAL MSRP ^{S16}	= \$50,245
ESTIMATED NET PRICE ^{S5}	= \$50,245
MONTHLY PAYMENT ^{S6}	\$896

Finance based on \$5,025 down payment, 60 month term and 7% APR. \$0 trade-in-value

YOUR ZIP CODE
[39759](#)

CLOSEST FORD DEALER
[Cannon Ford of Starkville](#)
3.15 miles away
(833) 430-4485

Your Configuration: 2023 F-150 XL, SuperCrew®, 5.0L V8 Engine with Auto Start-Stop Technology and Flex-Fuel Capability; Electronic Ten-Speed Automatic Transmission, 4x2, 3.31 Electronic Locking Axle Ratio
Pricing shown for Zip code 39759 as of February 27, 2023 [↗](#)

DISCLOSURES

Note.

Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through \$18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.

S1.

Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options.

For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S2.

Images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

S3.

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

S4.

The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5.

Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S6.

The payment estimator will calculate a monthly payment based on the MSRP of the vehicle you have configured, including the dealer-installed accessories. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown. Actual monthly payment is based on a variety of factors, including differing financing or leasing terms, accessory prices and installation costs. Financing payment calculations are estimates only, and are based on amount of down payment, APR and term. Lease payment calculations are estimates only, and are based on an annual mileage calculation determined by your dealer. A charge is assessed for any mileage driven that exceeds this limit. Lessee is responsible for \$395 lease Disposition Fee in select states. Not all buyers will qualify for financing or a lease. Contact your local Ford or Lincoln Dealer for details.

S7.

While dealer inventory is generally updated on a daily basis, there are no guarantees that the inventory shown will be available at the dealership. Mid-model-year manufacturing changes, as well as dealer-added accessories on the actual vehicle may differ from the options and features listed. Vehicles that are identified as 'Exact Matches' may have a different price or different features not represented on the site. We make every effort to provide you with the most accurate, up-to-date information, however, only your local Ford dealer can provide you with information regarding actual vehicle availability.

S8.

Dealer Accessories are defined as items that do not appear on the factory window sticker that are installed by a Ford or Lincoln Dealers. Actual Prices for all accessories may vary and depend upon your dealer. Prices DO NOT include installation or painting, which may be required for particular items. Please check with your authorized dealer for complete pricing accuracy for all accessories and parts.

Genuine Ford Accessories will be warranted for whichever provides you the greatest benefit: 12 months or 12,000 miles (whichever occurs first) or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicles Warranty. Contact your local Ford, Lincoln or Mercury dealer for details and a copy of the limited warranty.

Ford Licensed Accessories (FLA) are warranted by the accessories manufacturer's warranty. Contact your Ford, Lincoln or Mercury Dealer for details regarding the manufacturer's limited warranty and/or a copy of the FLA product limited warranty offered by the accessory manufacturer.

Most Ford Racing Performance Parts are sold with no warranty. Ford Racing Performance Parts are sold "As Is", "With All Faults", "As They Stand" and without any express warranty whatsoever, unless otherwise expressly designated herein. To determine which parts come with a warranty from the original manufacturer, or from Ford Racing, please contact the Ford Racing Techline at (800) FORD788.

S9.

The "Trade-In Value" of your vehicle is an estimate, only, and many factors that cannot be assessed without a physical inspection of the vehicle may affect actual value. For purposes of this website, we use the services of a third-party vendor to provide Trade-In Value calculations. While we believe this information is reliable, we are not responsible for and do not guarantee the accuracy or reliability of the information. Please see your local Ford dealer for information regarding actual trade-in availability and value.

S10.

AXZ Plan pricing, including AXZ Plan option pricing, is exclusively for eligible Ford Motor Company employees, friends and family-members of eligible employees, and Ford Motor Company eligible partners. Restrictions apply. See your Ford or Lincoln dealer for complete details and qualifications. Ford Motor Company reserves the right to modify the terms of AXZ Plan pricing or availability at any time. Some dealers may also chose not to participate in plan pricing Contact your local dealer to determine final pricing.

S11.

EPA estimated city/highway mpg based on base engine/transmission configuration. Actual mileage will vary.

S12.

Towing - Properly equipped.

S13.

For Dealer Ordered vehicles, the vehicle has already been ordered by the dealer and is in the process of being manufactured by the factory. If you are interested in the vehicle marked "Dealer Ordered", contact the dealership for a delivery estimate.

S14.

The "estimated selling price" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability and actual price. The Estimated Selling Price shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. For Commercial Lease product, upfit amounts are included.

The "estimated capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Capitalized Cost shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

S15.

The "amount financed" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Amount Financed is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Selling Price of the vehicle less Down Payment, Available Incentives and Net Trade-in Amount.

The "adjusted capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Adjusted Capitalized Cost is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Capitalized Cost less Down Payment, Available Incentives, and Net Trade-in Amount.

S16.

Total MSRP is Base MSRP plus options, destination and delivery charges. Excludes taxes, title, and registration fees.

S17.

Destination Charges are associated with getting the vehicle from the manufacturer to the dealership. Prices listed are MSRP and are based on information updated on this website from time to time.

S18.

Acquisition Fee is a charge paid by the lessee to Ford Credit to help cover the cost of acquiring and servicing the account.

Note2.

For Manufacturer Specific Disclosures See Below

1.

Starting MSRP excludes destination/delivery charge, taxes, title and registration. Optional equipment not included. Starting A, Z and X Plan price is for qualified, eligible customers and excludes document fee, destination/delivery charge, taxes, title and registration. Not all vehicles qualify for A, Z or X Plan. All Mustang Shelby GT350 and Shelby GT350R prices exclude gas guzzler tax.

2.

EPA-estimated city/hwy mpg. See fuelconomy.gov for fuel economy of other engine/transmission combinations. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation.



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

**AGENDA ITEM NO: 6
AGENDA DATE: March 7, 2023
PAGE: 1**

SUBJECT: Request authorization to approve lowest quote from Wren Body Works for the bed assembly and installation for the service truck for wastewater in the amount of \$32,760.33.

AMOUNT & SOURCE OF FUNDING: 2022 – 2023 Capital Budget

<u>FISCAL NOTE:</u>	Quote 1	Wren Body Works \$32,760.33
	Quote 2	H & H Chief Sales \$33,475.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This bed assembly purchase is for a specialized utility bed with a service crane that can be used to lift pumps or maintenance out of pump station.

This was initially approved on November 1, 2022 by the Board of Alderman, however a price increase has occurred to purchase the utility bed.

SUGGESTED MOTION:

Move approval to authorize lowest quote from Wren Body Works for the bed assembly and installation for the service truck for wastewater in the amount of \$32,760.33.



Wren Body Works, LLC

32722 Hwy 45 North
Okolona, MS 38860
662-256-2028

Quote

Date	Quote #
2/17/2023	20063

Name / Address	Ship To
Starkville Utilities P O Box 927 Starkville, MS 39760-0927	Starkville Electric Dept 101 MEIGS AVE Starkville, MS 39760

Qty	Item	Description	Unit Price	Total
1	JOB	RE: 56" CA Ford F-350 Fabricate and install steel flatbed on customer supplied truck. Length of body - 8' Width of body - 80" C4x5.4 Structural Channel Main Frame C3x4.8 Structural Channel Cross Members 12" OC C4x5.4 Structural Channel Perimeter External Stake Pockets with 3/8 x 2-1/2 Tie Rail 11Ga Treadplate steel floor 10 gauge steel bulkhead w/ 3" channel posts and window cutout 2 each 30"Wx15"Hx13"D Underbody Toolbox 2 each 24"x15"x13" Underbody toolbox Manual down outrigger on driver side and manual out and down on passenger side of vehicle. 2" receiver hitch Mud Flaps Back-up alarm LED Grommet Mount Clearance Lights and over 80 Lights Primed and painted black Installation of below crane Stellar EC3200 Crane -Max Lifting capacity: 3200 lbs - 1625 lbs at 7' from center line of crane - 640 lbs at 15' from center line of crane - Pedestal - Radio Remote control - Hydraulic 1st stage extension with manual 2nd stage - Boom Support - Install kit	15,658.63	15,658.63
1	JOB		17,101.70	17,101.70

This quote valid for 30 days.	Subtotal	\$32,760.33
	Sales Tax (0.0%)	\$0.00
	Total	\$32,760.33

Phone #	Fax #	Web Site
662-256-2028	662-256-7572	wrenbodyworks.com

Neil Turnage
Wren Body Works, LLC.

H & H  **CHIEF** Sales, Inc.

Used Trucks • Custom Built Bodies • Lime & Fertilizer Equipment

1309 Highway 35 North • P. O. Box 456

Carthage, MS 39051

(601) 267-9643 • (800) 264-9643 • Fax (601) 267-9645

www.hhchief.com

Date: 2-15-22

Company Name: Starkville Utilities

Contact Name: Colby McClain

Address:

City, State, Zip:

Phone: 662-323-3133

Fax:

Mobile: _____

Pager:

Estimated by:

Year: 2023 Make: Ford Model: 350

Serial #:

Engine: _____ Trans: _____ WB _____ CA _____ CT _____ Paint Code: _____

Paint Code:

QUANTITY	DESCRIPTION	PRICE
1	8'6" Flatbed steel Body 12" o/c crossmembers 1/8 Deck 4" Headboard Rob Rail w/ pockets Crane Reinforcement on Right Rear corner Spring on Rear Both sides 3200 lb crane Electric / Hydraulic 5" x 5" steel Rear passenger side Pedestal Bump Rest 4 underbody boxes Rear Receiver Hitch w/ Connectors LED Lights, mud flaps Installed	33,475.00

SPECIAL NOTES

Email cs@chainpoint.us www.chainpoint.us www.chainpoint.us/utah

TOTAL L'ÀBOR

TOTAL PARTS

SUBLET

FREIGHT

MATERIALS

SHOP SUPPLIES

EPA

TAX

TOTAL ➡

AUTHORIZED BY:

ESTIMATE GOOD FOR 45 DAYS



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

**AGENDA ITEM NUMBER: 7
AGENDA DATE: March 7, 2023
PAGE: 1**

SUBJECT: Consideration of accepting the low base bid for the Main Street Water and Sewer Improvements Project from DNA Underground and authorizing the Mayor to execute a construction contract.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This project has been advertised and bids were received on Wednesday, February 22 at 9am. A full bid tabulation of the base bids is attached and summary is below.

DNA Underground	\$2,461,000.00
Perma Corporation	\$3,006,850.00
Rev Construction, Inc.	\$3,406,345.00

SUGGESTED MOTION:

Move approval of accepting the low base bid for Main Street Water and Sewer Improvements Project from DNA Underground and authorizing the Mayor to execute a construction contract.

CERTIFIED BID TABULATION

Main & Lampkin Water & Sewer Improvements Project

Bid Date: February 22, 2023

Item No.	Description	Est. Qty	Unit	Kimley-Horn		REV Construction		DNA Underground		Perma Corporation	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
General Bid Items											
01	Mobilization/Demobilization	1	LS	\$ 325,000	\$ 325,000	\$ 111,000	\$ 111,000	\$ 260,000	\$ 260,000	\$ 205,000	\$ 205,000
02	Traffic Control	1	LS	\$ 175,000	\$ 175,000	\$ 365,000	\$ 365,000	\$ 135,000	\$ 135,000	\$ 87,500	\$ 87,500
03	Erosion & Sediment Control	1	LS	\$ 75,000	\$ 75,000	\$ 230,000	\$ 230,000	\$ 70,000	\$ 70,000	\$ 20,000	\$ 20,000
Water Bid Items											
04B	DR-18 PVC Pipe, 40, 4" Diameter	55	LF	\$ 115	\$ 6,325	\$ 120	\$ 6,600	\$ 30	\$ 1,650	\$ 55	\$ 3,025
04C	DR-18 PVC Pipe, 60, 6" Diameter	675	LF	\$ 135	\$ 91,125	\$ 130	\$ 87,750	\$ 40	\$ 27,000	\$ 62	\$ 41,850
04E	DR-18 PVC Pipe, 10, 12" Diameter	2,075	LF	\$ 175	\$ 363,125	\$ 180	\$ 373,500	\$ 90	\$ 186,750	\$ 111	\$ 230,325
04F	DR-18 PVC Pipe, RJ, 6" Diameter	300	LF	\$ 160	\$ 48,000	\$ 135	\$ 40,500	\$ 51	\$ 15,300	\$ 102	\$ 30,600
04H	DR-18 PVC Pipe, RJ, 12" Diameter	1,600	LF	\$ 200	\$ 320,000	\$ 195	\$ 312,000	\$ 127	\$ 203,200	\$ 165	\$ 264,000
05	Ductile Iron Fittings	11,000	LB	\$ 20	\$ 220,000	\$ 15	\$ 165,000	\$ 20	\$ 220,000	\$ 19	\$ 203,500
06A	Gate Valve, 4" Diameter	5	EA	\$ 2,500	\$ 12,500	\$ 1,800	\$ 9,000	\$ 2,300	\$ 11,500	\$ 1,925	\$ 9,625
06B	Gate Valve, 6" Diameter	6	EA	\$ 3,500	\$ 21,000	\$ 2,100	\$ 12,600	\$ 2,900	\$ 17,400	\$ 2,360	\$ 14,160
06C	Gate Valve, 8" Diameter	1	EA	\$ 5,000	\$ 5,000	\$ 2,700	\$ 2,700	\$ 3,750	\$ 3,750	\$ 3,300	\$ 3,300
06D	Gate Valve, 10" Diameter	2	EA	\$ 6,000	\$ 12,000	\$ 3,800	\$ 7,600	\$ 5,200	\$ 10,400	\$ 4,700	\$ 9,400
06E	Gate Valve, 12" Diameter	19	EA	\$ 7,000	\$ 133,000	\$ 4,500	\$ 85,500	\$ 6,500	\$ 123,500	\$ 5,700	\$ 108,300
07	Hydrant Assembly Installation	4	EA	\$ 10,000	\$ 40,000	\$ 8,000	\$ 32,000	\$ 9,200	\$ 36,800	\$ 10,600	\$ 42,400
08	Hydrant Transfer	6	EA	\$ 6,500	\$ 39,000	\$ 4,700	\$ 28,200	\$ 4,400	\$ 26,400	\$ 7,000	\$ 42,000
09	Existing Hydrant Assembly Removal	3	EA	\$ 2,500	\$ 7,500	\$ 1,300	\$ 3,900	\$ 1,400	\$ 4,200	\$ 2,100	\$ 6,300
10	Connection to Existing Water System	16	EA	\$ 7,500	\$ 120,000	\$ 7,500	\$ 120,000	\$ 5,000	\$ 80,000	\$ 9,800	\$ 156,800
11A	Gang Meter Assembly Connection, 3/4"	1	EA	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 2,300	\$ 2,300	\$ 3,000	\$ 3,000
11B	Gang Meter Assembly Connection, 1"	1	EA	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 2,700	\$ 2,700	\$ 3,500	\$ 3,500
11C	Gang Meter Assembly Connection, 1 1/2"	5	EA	\$ 4,500	\$ 22,500	\$ 4,500	\$ 22,500	\$ 3,600	\$ 18,000	\$ 5,500	\$ 27,500
11D	Gang Meter Assembly Connection, 2"	6	EA	\$ 5,000	\$ 30,000	\$ 6,500	\$ 39,000	\$ 5,300	\$ 31,800	\$ 7,500	\$ 45,000
12A	Water Service Transfer, 3/4"	1	EA	\$ 1,500	\$ 1,500	\$ 2,000	\$ 2,000	\$ 1,500	\$ 1,500	\$ 1,200	\$ 1,200
12B	Water Service Transfer, 1"	39	EA	\$ 1,750	\$ 68,250	\$ 2,100	\$ 81,900	\$ 1,700	\$ 66,300	\$ 2,000	\$ 78,000
12C	Water Service Transfer, 1 1/2"	1	EA	\$ 2,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300
12D	Water Service Transfer, 2"	1	EA	\$ 2,500	\$ 2,500	\$ 2,900	\$ 2,900	\$ 3,000	\$ 3,000	\$ 2,750	\$ 2,750
13A	Water Service Tubing, 3/4"	100	LF	\$ 40	\$ 4,000	\$ 65	\$ 6,500	\$ 11	\$ 1,100	\$ 30	\$ 3,000
13B	Water Service Tubing, 1"	930	LF	\$ 50	\$ 46,500	\$ 66	\$ 61,380	\$ 13	\$ 12,090	\$ 31	\$ 28,830
13C	Water Service Tubing, 1 1/2"	100	LF	\$ 60	\$ 6,000	\$ 69	\$ 6,900	\$ 15	\$ 1,500	\$ 36	\$ 3,600
13D	Water Service Tubing, 2"	285	LF	\$ 70	\$ 19,950	\$ 74	\$ 21,090	\$ 20	\$ 5,700	\$ 42	\$ 11,970
14	Manual Blow Off Valve Assembly	4	EA	\$ 3,500	\$ 14,000	\$ 5,100	\$ 20,400	\$ 3,200	\$ 12,800	\$ 2,200	\$ 8,800
15	Abandon-in-Place Water Main & Appurtenances	10,000	LF	\$ 5	\$ 50,000	\$ 5	\$ 50,000	\$ 4	\$ 40,000	\$ 11	\$ 105,000
16	Removal of Water Main & Appurtenances	100	LF	\$ 35	\$ 3,500	\$ 38	\$ 3,800	\$ 14	\$ 1,400	\$ 110	\$ 11,000
17A	Cut and Cap Existing Water Main (6" or Less Diameter)	9	EA	\$ 2,500	\$ 22,500	\$ 3,500	\$ 31,500	\$ 2,000	\$ 18,000	\$ 2,260	\$ 20,340
17B	Cut and Cap Existing Water Main (8" and Greater Diameter)	6	EA	\$ 3,500	\$ 21,000	\$ 3,600	\$ 21,600	\$ 3,500	\$ 21,000	\$ 4,350	\$ 26,100
18	Abandon-in-Place Valve	35	EA	\$ 750	\$ 26,250	\$ 615	\$ 21,525	\$ 650	\$ 22,750	\$ 1,300	\$ 45,500

CERTIFIED BID TABULATION
Main & Lampkin Water & Sewer Improvements Project
Bid Date: February 22, 2023

Item No.	Description	Est. Qty	Unit	Kimley-Horn		REV Construction		DNA Underground		Perma Corporation	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Sewer Bid Items											
19	Sanitary Sewer Service Connection	38	EA	\$ 3,500	\$ 133,000	\$ 4,100	\$ 155,800	\$ 2,500	\$ 95,000	\$ 2,000	\$ 76,000
20	Sanitary Sewer Service Line - PVC, SDR 26, Push On, 6" Diameter	200	LF	\$ 120	\$ 24,000	\$ 181	\$ 36,200	\$ 60	\$ 12,000	\$ 160	\$ 32,000
21A	Manhole, 48" Diameter, 0'-8" Deep	11	EA	\$ 7,500	\$ 82,500	\$ 7,800	\$ 85,800	\$ 6,000	\$ 66,000	\$ 6,300	\$ 69,300
21B	Manhole, 48" Diameter, 8'-10" Deep	1	EA	\$ 9,000	\$ 9,000	\$ 8,100	\$ 8,100	\$ 6,500	\$ 6,500	\$ 7,045	\$ 7,045
22A	Doghouse Manhole, 48" Diameter, 0'-8" Deep	1	EA	\$ 8,000	\$ 8,000	\$ 7,800	\$ 7,800	\$ 7,000	\$ 7,000	\$ 13,000	\$ 13,000
22B	Doghouse Manhole, 48" Diameter, 8'-10" Deep	1	EA	\$ 12,000	\$ 12,000	\$ 8,100	\$ 8,100	\$ 7,500	\$ 7,500	\$ 13,750	\$ 13,750
23	Manhole Frame & Cover	14	EA	\$ 1,000	\$ 14,000	\$ 800	\$ 11,200	\$ 1,000	\$ 14,000	\$ 1,100	\$ 15,400
24	Rehab Existing Manhole, 48" Diameter, 0'-8" Deep	3	EA	\$ 6,000	\$ 18,000	\$ 5,600	\$ 16,800	\$ 4,000	\$ 12,000	\$ 5,550	\$ 16,650
25	Sanitary Sewer Line - PVC, SDR 26, Push On, 8" Diameter	900	LF	\$ 135	\$ 121,500	\$ 220	\$ 198,000	\$ 68	\$ 61,200	\$ 250	\$ 225,000
26	Sanitary Sewer Drop Connection, 0'-4" Drop, 8" Diameter	1	EA	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 3,560	\$ 3,560	\$ 1,335	\$ 1,335
27	Connection to Existing System	8	EA	\$ 5,500	\$ 44,000	\$ 2,000	\$ 16,000	\$ 7,000	\$ 56,000	\$ 6,100	\$ 48,800
28	Sewer Flow Control	1	LS	\$ 55,000	\$ 55,000	\$ 35,000	\$ 35,000	\$ 60,000	\$ 60,000	\$ 52,000	\$ 52,000
29	Abandon-In-Place Sanitary Sewer	1,400	LF	\$ 5	\$ 7,000	\$ 15	\$ 21,000	\$ 9	\$ 12,600	\$ 9	\$ 11,970
30	Remove Existing Sanitary Sewer	900	LF	\$ 40	\$ 36,000	\$ 25	\$ 22,500	\$ 20	\$ 18,000	\$ 30	\$ 27,000
31	Remove Existing Manhole	9	EA	\$ 5,500	\$ 49,500	\$ 700	\$ 6,300	\$ 2,000	\$ 18,000	\$ 4,725	\$ 42,525
Paving & Backfill Items											
32	Saw Cut Pavement	15,000	LF	\$ 5	\$ 75,000	\$ 4	\$ 60,000	\$ 3	\$ 45,000	\$ 7	\$ 97,500
33	#610 Base Layer	1,250	CY	\$ 60	\$ 75,000	\$ 110	\$ 137,500	\$ 115	\$ 143,750	\$ 135	\$ 168,750
34	Select Backfill	500	CY	\$ 45	\$ 22,500	\$ 50	\$ 25,000	\$ 30	\$ 15,000	\$ 50	\$ 25,000
35	Excess Excavation	300	CY	\$ 35	\$ 10,500	\$ 15	\$ 4,500	\$ 20	\$ 6,000	\$ 30	\$ 9,000
36	Foundation Material Backfill (Utility Sand)	300	CY	\$ 60	\$ 18,000	\$ 60	\$ 18,000	\$ 30	\$ 9,000	\$ 48	\$ 14,400
Other Bid Items											
37	Flowable Fill	140	CY	\$ 250	\$ 35,000	\$ 425	\$ 59,500	\$ 310	\$ 43,400	\$ 380	\$ 53,200
38	Removal of Concrete & Paving	250	SY	\$ 55	\$ 13,750	\$ 50	\$ 12,500	\$ 30	\$ 7,500	\$ 55	\$ 13,750
39	Concrete Driveway, 6-inch	100	SY	\$ 190	\$ 19,000	\$ 213	\$ 21,300	\$ 133	\$ 13,300	\$ 250	\$ 25,000
40	Concrete Sidewalk, 4-inch	100	SY	\$ 175	\$ 17,500	\$ 175	\$ 17,500	\$ 123	\$ 12,300	\$ 200	\$ 20,000
41	Concrete Curb & Gutter	100	LF	\$ 130	\$ 13,000	\$ 111	\$ 11,100	\$ 116	\$ 11,600	\$ 110	\$ 11,000
42	Crushed Limestone, #57 Gradation	100	CY	\$ 100	\$ 10,000	\$ 125	\$ 12,500	\$ 75	\$ 7,500	\$ 120	\$ 12,000
* Items denoted with an asterisk are included in addition to the quantity of items included in the plan set for provisional purposes, should they be required. The quantities shown are expected to meet the quantity shown in the plan set, but the quantity is unknown due to the nature of the work; a price higher quantity of 1, 5, 10, 25, or 100 units, as appropriate, has been included on these items.				\$3,285,775		\$3,406,345		\$2,461,000		\$3,006,850	
BASE BID TOTAL:											

* Items denoted with an asterisk are included in addition to the quantity of items included in the plan set for provisional purposes. Should the need arise, some of these items are expected to have a quantity, but that quantity is unknown due to the nature of the work; a place holder quantity of 1, 5, 10, 25, or 100 units, as appropriate, has been included on these items.

Alternate #1											
ALT-1	Pavement Patching	4,900	SY	80	\$392,000	70	\$343,000	110	\$539,000	117	\$573,300
ALT-1 Sub Total:				\$392,000		\$343,000		\$539,000		\$573,300	
ALT-1 BID TOTAL:				\$3,677,775		\$3,749,345		\$3,000,000		\$3,580,150	

This is to certify that the Bid Tabulation above is a true and correct tabulation of Bids received on February 22, 2023 for the Main & Lampkin Water & Sewer Improvements project, based on copies of the submitted Bid Forms provided by Starkville Utilities.

Alex Leslie, P.E.
Kimley-Horn and Associates, Inc.



AGENDA ITEM NO: 8
AGENDA DATE: March 7, 2023
PAGE: 1

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

SUBJECT: Request authorization to approve purchase of surge arrestors in the amount of \$16,550.73.

AMOUNT & SOURCE OF FUNDING: 2022 – 2023 Capital Budget

FISCAL NOTE:

Quote 1 Arkansas Electric Cooperative	\$16, 974.00 A
Quote 2 Substation Enterprises, Inc.	\$20, 475.00
Quote 3 Anixter	\$10, 550.00

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

SUGGESTED MOTION:

Move approval to authorize purchase of surge arrestors in the amount of \$16,550.73.



February 20, 2023

Mr. Jason Horner
Starkville Utilities
605 Highway 182 East
Department of Electricity
Starkville, Mississippi 39759

Re: 161kV Surge Arresters
Starkville, Mississippi

Jason,

Please find enclosed a certified tabulation of quotes received for the Surge Arresters received by Starkville Utilities on February 18, 2023. Anixter provided the lowest responsive bid received of the three (3) responsive quotes received for these 161 kV Surge Arresters. I recommend that Starkville Utilities award the Purchase Order in the amount of \$16,550.73 for 161kV Surge Arresters to Anixter.

Feel free to contact me if you have any questions.

Best regards,
ATWELL & GENT, P.A.
ELECTRICAL & CONSULTING ENGINEERS

Jeffrey Atwell
Jeffrey Atwell, P.E.
President

Enclosures

C: Project File 101E6012

**STARKVILLE UTILITIES
TABULATION OF QUOTES**

161 KV SURGE ARRESTERS FOR NE STARKVILLE SUBSTATION



BID ITEM NO.	BID ITEM DESCRIPTION	QTY.	UNIT	BIDDER		
				Arkansas Electric Cooperative, Inc.	Substation Enterprises, Inc.	Anixter
1	LIGHTNING ARRESTER, STATION CLASS, 132 KV (106 kV MCOV) ARRESTER	9	EA	\$16,974.00	\$20,475.00	\$16,550.73

I hereby certify that this is a true and correct tabulation of the quotes for 161 kV Surge Arresters received by Starkville Utilities on February 16, 2023.

Jeffrey Atwell
Jeffrey Atwell, P.E.



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

**AGENDA ITEM NO: 9
AGENDA DATE: March 7, 2023
PAGE: 1**

SUBJECT: Request authorization to approve lowest quote on elevator repair from Kone Care Elevator in the amount of \$14,685.00.

AMOUNT & SOURCE OF FUNDING: 2022 – 2023 Capital Budget

<u>FISCAL NOTE:</u>	Quote 1	Kone Care \$14,685.00
	Quote 2	TK Elevator \$19,014.32

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This repair is for the elevator at the Starkville Utilities main office.
The elevator is currently not operational.

SUGGESTED MOTION:

Move approval to authorize lowest quote on elevator repair from Kone Care Elevator in the amount of \$14,685.00.

2/28/2023

CITY OF STARKVILLE
101 LAMPKIN ST
STARKVILLE, 39759

Attn: Lesa Hardin

Re: Starkville Utilities - Drive Conversion

Dear Ms. Hardin,

The safety, performance and reliability of your vertical transportation equipment are important to us. We understand the value of the equipment to your building and know that the following areas are important to you:

- Passenger and employee safety
- Code compliance
- Performance and reliability
- Accessibility
- Aesthetics
- Eco-efficiency



Therefore, based on our detailed equipment evaluation, we thank you for the opportunity to submit the following proposal to you which will help improve your equipment in one or more of the above areas. Our trained service technicians will follow proven performance procedures to perform the recommended work in a safe, professional manner designed specifically for each piece of equipment.

Upon your approval, please sign and return the following proposal to our local Branch Office for processing.

Should you have any questions regarding this agreement, or if we can be of any further assistance, please contact me at 901-758-8320.

Sincerely,

Matthew Lott
Sales Consultant
KONE Inc.

2/28/2023

CITY OF STARKVILLE
101 LAMPKIN ST
STARKVILLE, 39759

ATTN: Lesa Hardin

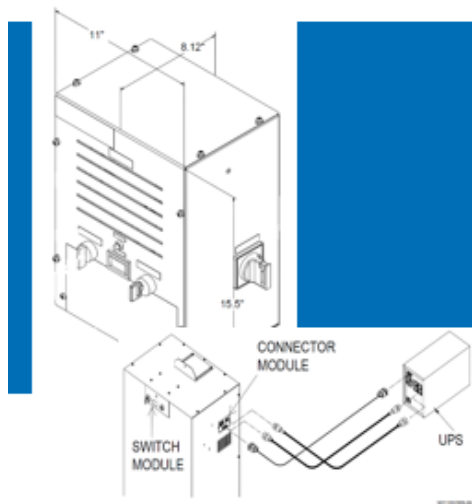
Re: Starkville Utilities - Drive Conversion

KONE Inc.
7730 B Trinity Road
Suite 120
Cordova, TN 38018
Tel 901-758-8320
Fax 901-309-3433
www.kone.com
matthew.lott@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on the Passenger Elevator located at Starkville Utilities, 200N Lafayette Street, Starkville, MS.

We will furnish and install a new KDL16L elevator drive to replace the existing and obsolete V3F16L elevator drive. This new drive is more robust and more eco-efficient. The encoder in the KDL16L drive vs. the tachometer in the V3F16L drive will provide smoother operation, and the KDL16L drive is more tolerant to voltage fluctuations than the V3F16L drive.



Benefits:

- Decreases service interruptions - increases availability which improves perception of the equipment and building
- Reduces operating expenses by reducing service interruptions that may not be covered under the maintenance agreement
- Components are readily available for today's technology which may reduce operating expenses for repairs not covered under the maintenance agreement
- Controls total elevator motion which improves ride quality

Processor for the Drive is obsolete by the manufacturer Intel™

New Drive is now available for installation that will include compatible encoder and engineered software as needed.

Price

Our total price to perform the above-mentioned work amounts to: \$14,685.00 plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.

The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered and work shall not commence until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of CITY OF STARKVILLE

Respectfully submitted by,
KONE Inc.

(Signature)

Matthew Lott, Sales Consultant

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

Repair Work Order



STARKVILLE UTILITIES

February 21, 2023

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

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

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Nineteen Thousand Fourteen Dollars and Thirty Two Cents (\$19,014.32)** plus any applicable sales or excise tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
only	Drive Repair	Obsolete or Modernization

For further information, please see a detailed Scope of Work on the pages that follow.

Recommended by Service Technician: Jefferson Davis

In the event you have any questions regarding the content of this Work Order please contact me at +1 601 4055358.

We appreciate your consideration.

Regards,

Amy Pooley
TK Elevator Corporation
197 Interstate Dr Ste B
Richland MS 39218
amy.pooley@tkelevator.com | +1 601 4055358

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

TK Elevator will provide labor and materials to repair the drive on the elevator at Starkville Utilities.

This work is to be done on a continuous work schedule during normal business hours. If it is necessary to remobilize for any reason, additional charges will be incurred. If it is found that more work is needed during the course of this repair, the additional work will be proposed under a separate work order.

The lead time for this work is 3-4 weeks upon receipt of the executed work order

Our standard operating hours are from 7:30am to 3:30 pm Monday through Friday, with the exception of Holidays.

The global pandemic has severely impacted the supply chain which has resulted in material shortages, longer lead times, port congestion and prolonged transit time. Scheduling, logistics, purchasing and procurement are exhausting all efforts to procure material to ensure projects ship timely; however, delays are possible until the supply chain stabilizes. TKE shall not be responsible for any delays outside our control.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$19,014.32
Estimated tax:	7.0000	\$1,331.00
Estimated contract price:		\$20,345.32
Initial progress payment:	(50%)	\$10,172.66
Total due upon completion:	(50%)	\$10,172.66

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's 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 Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

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

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator 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 Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Starkville Utilities (Purchaser):	TK Elevator Corporation Management Approval
By: _____	By: _____
(Signature of Authorized Individual) Subrina Phipps	(Signature of Branch Representative)
_____ (Print or Type Name)	Joey Howell Branch Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

Please contact _____ to schedule work at the following phone number _____



Attn: Subrina Phipps
Starkville Utilities
600 Russell Street
Starkville MS, 39759-4412

Date	Terms	Reference ID	Customer Reference # / PO
February 21, 2023	Immediate	ACIA-22EBYF2	
Total Contract Price:			\$19,014.32
Estimated Tax:		7.0000	\$1,331.00
Estimated Invoice Amount (Incl. of taxes)			\$20,345.32
Down Payment:		(50%)	\$10,172.66

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 601 4055358. To make a payment by phone, please call 404-962-0047 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

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

Please detach the below section and provide along with payment.

Customer Name: Starkville Utilities
Location Name: STARKVILLE UTILITIES
Customer Number: 8030550
Quote Number: 2023-2-1460086

Reference ID: ACIA-22EBYF2

Remittance Amount: \$10,172.66

Remit To:
TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796



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

AGENDA ITEM NO:
AGENDA DATE: March 7, 2023
PAGE: 1

SUBJECT: Request authorization to approve the quote from S&N Airoflo for emergency rental of two temporary aerators for the Waste Water Treatment Plant in the amount of \$10,107.00 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

AMOUNT & SOURCE OF FUNDING: 2023 Budget

FISCAL NOTE:

Quote \$10,107.00 S&N Airoflo

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

Starkville Utilities was provided preliminary authorization for the purchase from the mayor due to the emergency nature. These temporary aerators will assist with the wastewater treatment processes until the permanent aerators can be repaired or supplemented with the purchased floating aerators that are planned to be delivered in late March or April.

This quote includes a 3-month rental and the necessary delivery and set up fees.

SUGGESTED MOTION:

Move to approve quote from S&N Airoflo for emergency rental of two temporary aerators for the Waste Water Treatment Plant in the amount of \$10,107.00 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



QUOTE NO. R030123

**To: Thomas Ware
Chief Plant Operator
City of Starkville Utilities**

Date: March 1, 2023

Project: Starkville Utilities; *Ernest E. Jones WWTP*, Starkville MS

Subject: Rental of S&N Airoflo Aeration Equipment for Waste Water Treatment

SCOPE OF SUPPLY

S&N Airoflo™ is pleased to submit a proposal for the supply of the following equipment and / or services:

Floating Brush Rotor(s)

RENTAL ITEM:

Two (2) 15 HP S&N Airoflo Flex Drive Hot Dipped Galvanized Horizontal Floating Brush Rotors

Scope:

S&N Airoflo will ship and deliver rental units to assemble, install, and connect to the existing electrical power **(See Electrical on Page 2)**, adjacent to the rotor anchoring system.

Unit should not require maintenance during the first twelve (12) months of operation and Airoflo will be responsible for any issue of concern during this period. Maintenance beyond this time will be discussed. Airoflo will provide corresponding O&M Manual for required maintenance documentation. This

maintenance consideration and proposal would not cover or include acts of God, Nature, Theft, or Vandalism.

Customer Responsibility:

- **Lifting Equipment:** Adequate Lifting equipment and Operator for Loading, Unloading, and Installation Assistance is required. Installation will require off-road lifting equipment rated at a minimum of 4,000 lbs. at its extended reach. **NO COST FOR LIFTING EQUIPMENT IS INCLUDED IN THIS QUOTE.**

Electrical & Panel Boxes: TO BE VERIFIED—ON FILE TN 09.22.21

*If the existing electrical includes NEMA Starters, heaters will have to be installed for protection of our motors. The following existing electrical components must be verified on site. **SEE PANEL PROVISION INCLUDED IN PRICING:***

Representative Signature

- *Panel Box Needed? (Yes or No) :* _____
- *Voltage on site for equipment:* _____
- *Overload rated for HP quote:* _____
- *Motor Protection (Brand, Type, Size):* _____
- *Location of Power termination (Motor Control Center / Disconnect)*

Required electrical information listed above will need to be provided by client prior to rental and delivery in order to execute the agreement. S&N cannot go by verbal instructions any longer.

NOTES: Panels, Disconnects, Motor Protection and/or additional wiring may be added at additional costs with input from client in regards to equipment layout and drawings prior to installation.

NOTE: S&N will not dispatch until all items on this form are filled out and signed off by a responsible representative of the customer.

Transportation and Installation:

- Rental of more than two units will require additional freight cost.
- Labor is based on travel time one direction and “on site” time...the quote covers both the install and the retrieval.

Pricing:

Item 1 - The Two (2) 15 HP Unit as described will rent for \$1,600.00 per month (\$800.00 each) with a 3 month minimum with additional months costing \$1,600.

A Total of 3 mo. x \$ 1,600.00 = \$ 4,800.00

**Item 2 – Two (2) Simplex 15 HP Motor Control Panels with Motor Protection Power Cable – Estimated at 75’ or less...with associated Flex Conduit
*One Time Rental Charge...\$ 1,435.00 for both units.***

**Item 3 - Mileage for Installation... \$ 3.25 per mile for one direction @ 88 miles
A Total of \$ 286.00**

**Item 4* - Labor for Travel and Installation... \$1,650.00 per day (2 technicians) for 1 day – includes 1 day travel and on site :
A Total of \$ 1,650.00**

**Item 5 - Mileage for Retrieval...\$ 3.25 per mile for one direction @ 88 miles:
A Total of \$ 286.00**

Item 6* - Labor for Travel and Retrieval...\$1,650.00 per day (2 technicians) for 1 day: A Total of 1,650.00

Total Rental Cost (Due Upon Delivery)..... \$ 10,107.00

** Items 4 & 6 : Considerations of current Rental Agreement, **SNA R081519** on file and previously paid amount applied to this total.*

Notes:

- 1. Rental Installation will include standard bridge mount with site specific hardware. Any deviation or additional material cost discovered will be billed to the client upon review after installation complete.*
- 2. Units to be connected to existing electrical provided. Any additional cost incurred will be billed to the client upon review after installation.*



RENTAL AUTHORIZATION

This document authorizes S & N Airoflo, Inc. to provide the items for rent as listed per the above written **Quote R030123 - \$ 10,107.00**

Total Rent is due on the day of Delivery of the Rental Unit.

Authorized Personnel:

City of Starkville, MS Representative (Signature)

City of Starkville, MS Representative (Print Signature)

Starkville Utilities P.O. No.:

Approval Date:

Buster Norris



662.455.2804

bnorris@airoflo.com