



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
June 6, 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, JUNE 6, 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 MAY 2, 2023 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MAY 12, 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

PUBLIC HEARING AND CONSIDERATION OF VA 23-05: A REQUEST FOR A VARIANCE FROM FENCE HEIGHT REQUIREMENTS WITHIN THE FRONT YARD OF CORNER LOTS FOR THE ADELAIDE SUBDIVISION IN A TN-N ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 307 APPLE STREET STARKVILLE, MS 39759 WITH PARCEL NUMBER 118P-00-116.00 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 314 APPLE STREET STARKVILLE, MS 39759 WITH PARCEL NUMBER 118P-00-091.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

IX. MAYOR'S BUSINESS

A. ACCEPTANCE OF TWO (2) MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANTS (MCWI) FOR MS 182/MLK CORRIDOR REVITALIZATION PROJECT IN THE AMOUNT OF \$5,066,666.20 AND MAIN STREET AND LAMPKIN STREET WATER AND SEWER IMPROVEMENTS IN THE AMOUNT OF \$1,240,000.00.

X. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION APPOINTING ALDERMAN VAUGHN AS THE 2023 VOTING DELEGATE AND ALDERMAN BEATTY AS THE ALTERNATIVE VOTING DELEGATE FOR THE CITY OF STARKVILLE TO THE 2023 MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS JUNE 26 - 29, 2023 AND AUTHORIZING THE MAYOR AND ANY ALDERMAN TO ATTEND WITH ADVANCED REGISTRATION, ETC.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF REAPPOINTING JEREMIAH DUMAS, WARD 6, AND ALEXIS GREGORY, WARD 5, TO THE PLANNING AND ZONING COMMISSION.

2. CONSIDERATION OF REAPPOINTING MARCO NICOVICH, WARD 5, TO THE BOARD OF ADJUSTMENT AND APPEALS.

3. CONSIDERATION OF APPOINTING DR. TIMOTHY SCHAUWECKER TO THE LANDSCAPE ADVISORY BOARD.

4. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVEGAS JUNETEENTH COMMITTEE FOR UNITY TO HOLD JUNETEENTH ON JUNE 16th AND 17th OF 2023 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

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 MAY 26, 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 PROPERTY, VEHICLE AND EQUIPMENT INSURANCE WITH TRAVELERS INSURANCE FOR AN ADDITIONAL YEAR.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JERRY RUSSELL AS A PART TIME GROUNDS MAINTENANCE WORKER FOR THE AIRPORT.
2. REQUEST AUTHORIZATION TO HIRE ROBERT ELLINGTON AS FOREMAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE DEVONTE CARPENTER AND TYLAN ODEN AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE CAMERON HINES AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE IRIS FERGUSON AS A PART TIME CUSTODIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST APPROVAL OF THE DISCIPLINE RECOMMENDED BY UTILITIES DIRECTOR EDWARD KEMP AS A RESULT OF I.A. #06012023 FOR A UTILITIES EMPLOYEE.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION, LLC TO REMOVE AND REPLACE A SECTION OF FLOOR SLAB INSIDE THE SPORTSPLEX CENTER AS PART OF THE GYM FLOOR REFINISHING.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE REPAIR, RESURFACING, AND RESTRIPIING OF SEVERAL COURTS ACROSS THE CITY'S PARKS INCLUDING THE TENNIS COURTS AT MCKEE PARK, J. L. KING PARK, AND THE BASKETBALL COURT AT GEORGE EVANS PARK.
3. CONSIDERATION OF APPROVAL OF THE PROFESSIONAL SERVICES CONTRACT WITH FORME DESIGN GROUP OF STARKVILLE FOR THE J.L. KING PARK SPLASH PAD EXPANSION PROJECT.

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 DECLARE THE UTILITIES DEPARTMENT DITCH WITCH BORING MACHINE, TRAILER, AND ACCESSORIES (SERIAL NUMBERS ENDING 0372 AND 0419) AS SURPLUS AND SELL ON GOVDEALS.
2. REQUEST AUTHORIZATION TO APPROVE THE LOW BID FROM RELIABILITY POINT FOR THE PURCHASE OF A USED CCTV TRUCK IN THE AMOUNT OF \$287,941.00.
3. APPROVAL TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT AN APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION TO THE MISSISSIPPI ARC, ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.

4. APPROVAL TO SELECT _____ AS THE ENGINEER OF RECORD FOR AN APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION TO THE ARC, ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.

5. REQUEST AUTHORIZATION TO APPROVE THE SOLE QUOTE FOR LABOR AND SERVICES ONLY FROM GULF STATES ENGINEERING CO., INC. IN THE AMOUNT OF \$9,300.00 FOR INSTALLATION OF SHERWOOD PUMP #1.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL JUNE 20, 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: 6-06-23
PAGE: 1 of 56

SUBJECT: Request approval of the minutes of the May 2, 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 May 2, 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
May 2, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on May 2, 2023 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Perkins requested Mayor's item A (Adoption of updated Fee and Fine Schedule) be added to consent as well as Human Resources Item 5 (Sanitation Worker Discipline Action).

There being no additional changes or objections to the proposed changes, the Mayor called for a motion to approve the agenda with consent items as amended.

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

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the May 2, 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, MAY 2, 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 APRIL 4, 2023 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE APRIL 14, 2023 WORK SESSION 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 OF AMENDING THE SANITATION ORDINANCE TO REFLECT OPERATIONS AND CHARGES TO COMMERCIAL ACCOUNT AND NON-ACCOUNT HOLDERS.

PUBLIC HEARING AND CONSIDERATION OF VA 23-04: A REQUEST FOR A VARIANCE TO DEVIATE FROM SIDEWALK REQUIREMENTS LOCATED AT 900 STARK ROAD IN A COMMERCIAL ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF ADOPTING THE UPDATED FEE AND FINE SCHEDULE.

B. CONSIDERATION OF THE APPROVAL OF THE DEVELOPER'S AGREEMENT FOR THE GLEN CREEK PROJECT.

X. BOARD BUSINESS

A. **REQUEST APPROVAL OF THE APPOINTMENTS OF DYLAN KARGES (TERM TO EXPIRE JANUARY 20, 2024) AND LYNNE STRICKLAND (TERM TO EXPIRE ON MAY 31, 2024) TO FILL UNEXPIRED TERMS WITH THE OKTIBBEHA COUNTY HERITAGE COMMITTEE.**

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR THE SOLE APPLICANT FOR PROFESSIONAL ENGINEERING SERVICES FROM CLEARWATER CONSULTANTS, INC. FOR ALL AIRPORT RELATED PROJECTS AT GEORGE M. BRYAN FIELD FROM JUNE 1, 2023 THROUGH MAY 31, 2028.

2. REQUEST APPROVAL OF THE LOWEST QUOTE FOR CORPORATE HANGAR ELECTRICAL AND RELATED FROM DOUG MARTIN IN THE AMOUNT OF \$41,500.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

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

2. CONSIDERATION OF THE APPROVAL FOR LYLE MECASKEY TO TRAVEL TO THE HISTORIC PRESERVATION DIVISION OF THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S "HISTORIC PRESERVATION BOOT CAMP".
3. CONSIDERATION OF COA 23-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 404 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST AUTHORIZATION FOR CITY TO EXECUTE AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY TO COMPLETE THE SPRING STREET AND MS HWY 12 PEDESTRIAN IMPROVEMENTS PROJECT.
2. CONSIDERATION OF APPROVING THE PROPOSAL FROM NEEL SCHAFER, INC TO CONDUCT AN ENVIRONMENTAL ASSESSMENT FOR THE MAIN STREET IMPROVEMENTS PROJECT FOR A PROPOSED FEE OF \$34,500.00.
3. CONSIDERATION OF ACCEPTING THE LOWEST QUOTE OF \$11,900.00 FROM GEVEKO MARKINGS TO FURNISH MATERIALS AND ASSIST THE STREET DEPARTMENT IN INSTALLING A THERMOPLASTIC INTERSECTION DESIGN AT THE INTERSECTION OF CORNERSTONE BOULEVARD AND BATTER'S BOULEVARD.
4. MOVE TO ACCEPT THE LOW BID FOR A USED 2014 INTERNATIONAL WORKSTAR DUMP TRUCK FROM ELLIS TRUCK & EQUIPMENT SALES, LLC FOR THE STREET DEPARTMENT IN THE AMOUNT OF \$87,800.00.
5. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 (SUMMARY CHANGE ORDER) TO INCREASE THE CONTRACT SUM BY \$9,527.75 TO POWELL CONSTRUCTION SERVICES, INC. FOR THE LOUISVILLE STREET LIGHTING.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 24, 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.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT A \$155,000 ASSISTANCE TO FIREFIGHTERS GRANT TO PURCHASE 48 SETS OF LION V-FORCE TURNOUT GEAR AT STATE CONTRACT #8200067053 FROM NAFECO WITH A CITY MATCH OF \$20,800.87.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE NICHOLAS PEARSON AS A CERTIFIED FIREFIGHTER

2. REQUEST AUTHORIZATION TO HIRE EVAN WARE AS A WATER TECHNICIAN FOR THE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE ANDREW MCDANIEL AS LEAD GROUNDS TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE TYREZ WADE AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. CONSIDERATION OF THE DISCIPLINE ACTION RECOMMENDED BY SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR CHRIS SMILEY AS A RESULT OF I.A. #05022023 FOR A STARKVILLE SANITATION WORKER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE SERVICE AGREEMENT WITH CHRIS MITCHELL CONSULTANTS FOR FINANCIAL REVIEW AND SERVICES FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$18,250.00.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FLUID PROCESS AND PUMPS, LLC TO PURCHASE A DRY PIT PUMP FOR THE SHERWOOD 1 LIFT STATION IN THE AMOUNT OF \$15,289.00
3. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER #1 TO ADD 21 CALENDAR DAYS AND A PRICE INCREASE OF \$4,158.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR SEWER CASTINGS.
4. REQUEST AUTHORIZATION TO APPROVE UTILITY MAINTENANCE SPECIALISTS, INC. AS THE PREFERRED VENDOR FOR SUBSTATION AND MAINTENANCE TESTING SERVICES IN THE AMOUNT OF \$163,590.00 OVER TWO YEARS.
5. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER 2 TO ADD 75 CALENDAR DAYS AND A PRICE INCREASE OF \$57,040.00 FOR THE 2022 STARKVILLE SEWER REHAB: GREEN OAKS & ROLLING HILLS PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 16, 2023 @ 5:30 IN THE COURT ROOM AT 110 W 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 – 26:

2. CONSIDERATION OF THE MINUTES OF THE APRIL 4, 2023 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the April 4, 2023 Regular Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE APRIL 14, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the April 14, 2023 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF ADOPTING THE UPDATED FEE AND FINE SCHEDULE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of adopting an updated fee and fine schedule” is enumerated, this consent item is thereby approved. Schedule follows this page.

5. CONSIDERATION OF THE APPOINTMENTS OF DYLAN KARGES (TERM TO EXPIRE JANUARY 20, 2024) AND LYNNE STRICKLAND (TERM TO EXPIRE ON MAY 31, 2024) TO FILL UNEXPIRED TERMS WITH THE OKTIBBEHA COUNTY HERITAGE COMMITTEE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the appointments of Dylan Karges (term to expire January 20, 2024) and Lynne Strickland (term to expire on May 31, 2024) to fill two unexpired terms with the Oktibbeha County Heritage Committee” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVAL OF THE SOLE APPLICANT FOR PROFESSIONAL ENGINEERING SERVICES FROM CLEARWATER CONSULTANTS, INC. FOR ALL AIRPORT RELATED PROJECTS AT GEORGE M. BRYAN FIELD FROM JUNE 1, 2023 THROUGH MAY 31, 2028.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the Sole Applicant for Professional Engineering Services from Clearwater Consultants, Inc. for all Airport Related Projects at George M. Bryan Field from June 1, 2023 through May 31, 2028” is enumerated, this consent item is thereby approved.



Fee and Fine Schedule

COMMUNITY DEVELOPMENT - PLANNING

The Planning Division of the Community Development Department performs project reviews and inspections for all developments within Starkville to promote quality, safety, usability, and compliance with the Unified Development Code.

SECTION 1: RECORDS REQUEST	
Zoning Verification Letter	\$30
Due Diligence Request / FOIA	\$30 per hour (estimate given prior to starting)
SECTION 2: SUBDIVISIONS*	
Major Subdivision	
Preliminary Plat	\$250 plus \$10 each lot
Final Plat	\$250 plus \$10 each lot
Minor Subdivision	
Final Plat	\$100
Condominium Plat	
New Condominium Plat	\$250 plus \$10 each unit
Conversion of Existing Building Condominium Plat	\$400 plus \$10 each unit
SECTION 3: PUBLIC HEARING**	
Rezoning	\$500
Planned Unit Development (PUD)	\$500
Use Exception	\$200
Special Exception	\$200
Variance	\$200 plus \$50 for each additional variance request
Variance for individual Single Dwelling Unit in any zoning district	\$100
SECTION 4: PUBLIC MEETINGS	
Conceptual Master Plan- Optional District*	\$200
Landscape Waiver	\$200 plus \$50 for each additional variance request
SECTION 5: DEVELOPMENT REVIEW COMMITTEE (DRC)	
Site Plan Review without Stormwater Review	\$150
Site Plan Review with Stormwater Review	\$300
Infrastructure Review without Stormwater Review	\$300
Infrastructure Review with Stormwater Review	\$500
Pre-Application Meeting	\$0
SECTION 6: OTHER	
Administrative Appeal	\$50
Sign Permit	\$25 + \$6.00 for each additional thousand or fraction thereof after \$1,000.
Banner Permit	\$25 per permit period
Telecommunication Facilities New	\$500
Telecommunication Facilities Upgrade to Existing	\$200
Portable Telecommunication Facilities	\$100
Certificate of Appropriateness	\$50
Special Event Fees	As adopted in the special events policy.

* No DRC Review fee required as part of request

** Reimbursement of cost of notification (legal ad and mailings) is also required

*** **Reimbursement of cost for all new 911 addresses**

COMMUNITY DEVELOPMENT - BUILDING

The Building Division of the Community Development Department performs project reviews and inspections for all private development within Starkville to promote and ensure quality, safety, usability, sustainability, and compliance in the built environment.

SECTION 1: ESTIMATED COST OF CONSTRUCTION (VALUATION)		
Commercial Construction Permit Fee		
\$2,500 to \$10,000,000 \$5,000,000	\$4.00 per \$1,000 valuation	
\$10,000,001 \$5,000,001 or more	\$40,000 \$20,000 + \$5.00 for each additional thousand or fraction thereof after \$10,000,000 \$5,000,000 .	
Residential Construction Permit Fee		
\$2,500 to \$5,000,000 \$1,000,000	\$3.00 per \$1,000 valuation	
\$5,000,001 \$1,000,001 or more	\$15,000 \$3,000 + \$4.00 for each additional thousand or fraction thereof after \$5,000,000 \$1,000,001 .	
SECTION 2: BUILDING PLAN REVIEW		
Plan Review for Commercial Construction	25% of Commercial Construction Permit Fee	\$250 (Limit)*
Plan Review for Residential Construction	25% of Residential Construction Permit Fee	\$100 (Limit)*
SECTION 3: GENERAL FEES		
Courtesy Inspection	\$25	
Land Disturbance for Residential Development	\$50	
Land Disturbance for Commercial Development	\$50 per Acre of disturbed area	
Certificate of Occupancy (New Business/Location)	\$50	
Certificate of Occupancy (Change of Name/Ownership)	\$25	
Demolition (Entire Structure)	\$50	
Demolition (Inside Structure Only)	\$25	
Printed Replacement Permit	\$5	
SECTION 4: REPEAT INSPECTIONS		
Re-Inspection	1 st Free 2 nd \$25 3 rd \$50 4 th \$75	
SECTION 5: TRADE INSPECTIONS		
Gas Inspection	\$20 per inspection/unit	
Residential Plumbing Inspection	\$20 for first 4 clusters + \$5 per additional plumbing cluster	
Commercial Plumbing Inspection	\$40 for first 4 clusters + \$5 per additional plumbing cluster	
New Mechanical Inspection	\$50	
Existing Mechanical Inspection	\$25	
New Electrical Inspection	\$50	
Existing Electrical Inspection (Residential Only)	\$25	
Electrical Inspection (Multi-Family)	\$25 per unit	
SECTION 6: RENTAL HOUSING		
Rental Housing Registration Fee	\$15 per rental housing unit	
Failure to Register Rental Housing Property	\$50 per unit/day	
SECTION 7: OTHER		
Accessory Structure	Based on estimated cost of construction permit fee	
Floodplain Development Permit	Residential Non-Residential/Mixed-Use/Multi-Family	\$100 \$200
Temporary Certificate of Occupancy	Residential Non-Residential/Mixed-Use/Multi-Family	\$100 \$250

FIRE

The Office of the Fire Marshal is the enforcement, educational, and informational arm of the City of Starkville Fire Department. The division performs site inspections, issues permits, enforces fire codes, and coordinates pre-fire planning for buildings and facilities within the city. The division is also responsible for conducting fire investigations to determine the origin and cause of all fires and provides public fire education to the citizens of Starkville.

SECTION 1: GENERAL		
Safety Inspection	\$25	
SECTION 2: SPRINKLER SYSTEMS		
Installation or Alteration of an Automatic Fire Sprinkler System and Standpipe System.	0 to 10,000 Square Feet	\$100
	10,001 to 100,000 Square Feet	\$150
	100,000 Square Feet and up	\$200
SECTION 3: FIRE DETECTION SYSTEMS		
Installation or alteration of fire detection system.	0 to 100 Square Feet	\$50
	101 to 200 Square Feet	\$100
	201 Square Feet and up	\$150
Installation or alteration of fire detection systems (excluding single family residential)	0 to 10,000 Square Feet	\$50
	10,001 to 100,000 Square Feet	\$100
	100,001 Square Feet and up	\$200
Installation or alteration of hood suppression systems, commercial kitchen hoods or other specialized cooking related equipment in kitchen applications	New	\$100
	Existing	\$50
SECTION 4: TEMPORARY STRUCTURES		
Use of temporary membrane structures and tents over 200 square feet (excluding tents used exclusively for recreational or camping purposes and funeral services) and canopies over 400 square feet.	Any	\$50
SECTION 5: TANKS, EQUIPMENT, AND DISPENSING STATIONS		
To install, construct, or alter tanks, equipment and fuel dispensing stations where flammable and/or combustible liquids are stored or dispensed.	Any	\$150
SECTION 6: BURN PERMITS		
Residential Burn Permit	\$3.00	
Commercial Burn Permit	\$200.00	

ENGINEERING

The Engineering Department’s Stormwater Management Division is responsible for services, programs, and projects that reduce pollution in Starkville’s waterways and address critical flooding and erosion issues that impact streets and private properties in order to preserve and protect life, support healthy natural resources, and complement sustainable growth for the vibrant Starkville community.

SECTION 1: CONSTRUCTION INSPECTION FEES		
Public roadway construction (includes subgrade, proof rolls, base, and surface) *	\$2.00	Per linear foot
Public roadway curb and gutter*	\$0.25	Per linear foot
Public storm drain lines	\$0.25	Per linear foot
Public storm drainage structures	\$3	Each
Public sidewalks	\$0.25	Per linear foot
Public water lines	\$0.25	Per linear foot
Public sewer lines	\$0.25	Per linear foot
Public sanitary sewer structures	\$3	Each
Aboveground Detention and Retention Ponds and outlet control structures	\$50	Each
Underground Detention Storage and outlet control structures	\$50	Each

**Also applies to private roadways that must be built to City Standards*

UTILITIES

Starkville Utilities is a municipally owned and operated electric and water utility serving more than 14,000 residences, businesses and industries in Starkville as well as the state's largest institution of higher learning, Mississippi State University. We strive to provide safe, low-cost, reliable service with a community-focused, personal touch.

SECTION 1: SCHEDULE OF FEES AND CHARGES

Connection Fee	\$25.00
Collection Fee	\$30.00
Returned Check/Credit Card Fee	\$40.00
Unauthorized Cut Seal Fee	\$100.00
Meter Tampering Charge	\$100.00
Electric Meter Test Fee	\$55.00
Meter Re-Read Fee	\$5.00
Reconnect Fee	\$30.00
Reconnect Fee (Service Crew)	\$100.00
After Hours Reconnect Fee	\$40.00
After Hours Reconnect Fee (Service Crew)	\$200.00

SECTION 2: RESIDENTIAL APPLICANTS

New Service Deposit	\$150.00
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SECTION 3: COMMERCIAL APPLICANTS

New Service Deposit	New service for commercial deposits shall be an amount equal to the higher of two months estimated usage or two times the highest month's usage of available history.
---------------------	---

Police & Courts

The Starkville Police Department is a national and state accredited agency. The purpose of law enforcement agency accreditation is to professionalize the law enforcement industry by providing a review process for agencies to be certified as operating under industry best practices and standards.

SECTION 1: PARKING	
Parked Over 2 Hours	\$25.00
Parked Opposing Traffic	\$40.00
No Parking Zone	\$40.00
Blocking Fire Plug	\$100.00
Handicap Parking Violation	\$200.00

SECTION 2: SPEEDING				
Speed	Code	Fine	Assessments	Total
0 to 10 mph	63-3-501	\$60.00	\$118.00	\$178.00
11 to 20 mph		\$65.00	\$128.00	\$193.00
21 to 30 mph		\$70.00	\$138.00	\$208.00
31 and above		\$99.00	\$148.00	\$247.00

SECTION 3: OTHER				
Offense	Code	Fine	Assessments	Total
Altered D/L	63-1-60	\$95.00	\$118.00	\$213.00
Careless Driving	63-3-1213	\$50.00	\$128.00	\$178.00
Child Restraint	63-7-301	\$25.00	\$118.00	\$143.00
DUI 1 st	63-11-30	\$750.00	\$361.00	\$1,111.00
DUI 2 nd	63-11-30	\$900.00	\$361.00	\$1,261.00
Fail to yield blue lights & siren	63-3-809	\$60.00	\$118.00	\$178.00
Fail to yield right of way	63-3-1003	\$60.00	\$118.00	\$178.00
Failure to Dim	63-7-33	\$60.00	\$118.00	\$178.00
Following too close	63-3-619	\$60.00	\$118.00	\$178.00
Improper equipment	63-7-1	\$60.00	\$118.00	\$178.00
Improper turn	63-3-703	\$60.00	\$118.00	\$178.00
Leaving the scene/accident	63-3-401	\$185.00	\$118.00	\$303.00
No Headlights	63-7-11	\$60.00	\$118.00	\$178.00
No Helmet	63-7-64	\$60.00	\$118.00	\$178.00
No or expired license	63-1-5	\$425.00	\$118.00	\$543.00
No or improper tag	27-19-131	\$90.00	\$139.25	\$229.25
No insurance	63-15-4	\$100.00	\$338.00	\$438.00
No seat belt	63-2-1	\$25.00	\$27.00	\$52.00
No truck zone	27-153	\$70.00	\$118.00	\$188.00
Obstructing Traffic	97-35-25	\$70.00	\$118.00	\$188.00
Passing stopped school bus	63-3-615	\$310.00	\$118.00	\$428.00
Ran red light / stop sign	63-3-309	\$60.00	\$118.00	\$178.00
Reckless driving	63-3-1201	\$99.00	\$128.00	\$227.00
Suspended D/L	63-1-57	\$425.00	\$118.00	\$543.00
Suspended D/L 2 or more	63-1-57	\$500.00	\$118.00	\$618.00
Suspended D/L, DUI	63-11-40	\$475.00	\$361.00	\$836.00
Switched tag	27-19-131	\$100.00	\$139.25	\$239.25
Tint law	63-7-59	\$100.00	\$118.00	\$218.00
Wrong way on one way	63-3-605	\$60.00	\$118.00	\$178.00

SECTION 3: OTHER (CONTINUED...)				
Offense	Code	Fine	Assessments	Total
Concealed weapon	97-37-1	\$375.00	\$169.25	\$544.25
Disorderly conduct breach of peace	97-35-7	\$275.00	\$169.25	\$444.25
Disorderly conduct fail to obey	97-35-7	\$425.00	\$169.25	\$594.25
Disorderly conduct w/ business	97-35-5	\$425.00	\$169.25	\$594.25
Disturbing the peace	97-35-15	\$275.00	\$169.25	\$444.25
False identifying information	97-9-79	\$525.00	\$169.25	\$694.25
Gambling	97-33-1	\$175.00	\$169.25	\$344.25
Larceny less than trespass	97-17-61	\$500.00	\$169.25	\$669.25
Littering	97-15-29	\$150.00	\$139.25	\$289.25
Loud music in vehicle – DTP	97-35-13	\$275.00	\$169.25	\$444.25
Petit larceny	97-17-43	\$500.00	\$169.25	\$669.25
Possession alcohol by minor	67-1-81(2)	\$250.00	\$169.25	\$419.25
Possession marijuana	41-29-139	\$250.00	\$169.25	\$419.25
Possession marijuana in vehicle	41-29-139	\$775.00	\$169.25	\$944.25
Possession open container	1997-02; sec	\$125.00	\$169.25	\$294.25
Possession paraphernalia	41-29-139	\$275.00	\$169.25	\$444.25
Public drunk	97-29-47	\$100.00	\$169.25	\$269.25
Public profanity	97-29-47	\$100.00	\$169.25	\$269.25
Resisting arrest	97-9-73	\$275.00	\$169.25	\$444.25
Shoplifting 1 st	97-23-93	\$750.00	\$169.25	\$919.25
Shoplifting 2 nd	97-23-93	\$950.00	\$169.25	\$1119.25
Simple assault	97-3-7	\$425.00	\$169.25	\$594.25
Soliciting without a permit	75-85-19	\$150.00	\$169.25	\$319.25
Trespassing	97-17-97	\$275.00	\$169.25	\$444.25

Fees with a code reference are subject to change by Mississippi State Law.

SECTION 4: SIGNAGE WITHIN THE RIGHT OF WAY	
Signage Placed within Right-of-Way or on City Infrastructure	\$25.00 per Occurrence

FINANCE AND ADMINISTRATION

The Department of Finance and Administration is the office of the Director of Finance/City Clerk. Appointed by the Mayor and Board of Alderman, the Clerk is the custodian of the City's Official Seal and responsibility as record keeper of the Official Minutes of the Mayor and Board of Alderman, City Ordinances and all public records relating to City Government. The Department is the "Financial Hub of the City" which oversees the collections of all City funds and the administrator of the City's Municipal Budget.

SECTION 1: GOLF CART REGISTRATION

New Golf Cart Registration	\$100.00
Replacement Golf Cart Registration Decal	\$5.00

SECTION 2: GENERAL

Privilege Licenses	See Mississippi §27-17-9
Temporary Vendor Applications	See Mississippi §21-19-35
Vehicle for hire (Taxi) operator's licenses	See Mississippi §21-27-131
Bus Drivers License	See Mississippi §21-27-151
Document Filing Fee (MDAH)	See Mississippi §25-60-1
Records Request (Freedom of Information Act)	\$30 per hour (estimate given prior to starting)

Fees with a code reference are subject to change by Mississippi State Law.

SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT

The Sanitation and Environmental Services Department collects residential garbage and provides commercial dumpster service within the city. The city consists of two collection zones which focus on solid waste services for our residential customers.

SECTION 1: CONTAINER SCHEDULE FEE						
Container Size	1-Weekly	2-Weekly	3-Weekly	4-Weekly	5-Weekly	6-Weekly
2 Cubic Yards	\$45	\$85	\$125	\$165	\$205	\$245
4 Cubic Yards	\$60	\$120	\$180	\$240	\$300	\$360
6 Cubic Yards	\$80	\$160	\$240	\$320	\$400	\$480
8 Cubic Yards	\$100	\$200	\$300	\$400	\$500	\$600

Commercial sanitation fees are charged monthly.

SECTION 2: RATES	
Commercial Rates	
Basic Commercial Pickup	\$30.00
Residential Rates	
Basic Residential Pickup	\$17.75 \$19.50
Landfill Fee	\$1.50

SECTION 3: PICKUP FEE FOR PERSONS WITHOUT AN ACTIVE ACCOUNT	
Single-time Trash Pickup	\$200.00*

*Items picked up are done so at the discretion of the Sanitation Director or their designee and are subject to Section 8.1 of the Municipal Code of Ordinances.

AIRPORT

Starkville / Oktibbeha County Airport is a city-owned, public-use airport located three nautical miles southwest of the central business district of Starkville. The airport, also known as George M. Bryan Field, was named in honor of World War II veteran and Starkville native George Martin Bryan.

SECTION 1: GENERAL	
Repair Callout Fee (After Hours)	\$75.00
Temporary Hanger Use (Overnight)	\$25.00

7. CONSIDERATION OF THE LOWEST QUOTE FOR CORPORATE HANGAR ELECTRICAL AND RELATED WORK FROM DOUG MARTIN IN THE AMOUNT OF \$41,500.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote for corporate hangar electrical and related work from Doug Martin in the amount of \$41,500.00” is enumerated, this consent item is thereby approved.

Two quotes received: Doug Martin for \$41,500.00 and Doss Electric for \$48,287.00.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the calling for two public hearings for amending the Unified Development Code” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF THE APPROVAL FOR LYLE MECASKEY TO TRAVEL TO THE HISTORIC PRESERVATION DIVISION OF THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY’S “HISTORIC PRESERVATION BOOT CAMP”.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Lyle McCaskey to travel to the Historic Preservation Division of the Mississippi Department of Archives and History’s “Historic Preservation Boot Camp at a cost not to exceed \$300 with advance registration”” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF COA 23-02: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 404 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of COA 23-02: a request for a Certificate of Appropriateness at 404 Greensboro Street in the Greensboro Historic District to add an addition to the existing single-story home, add an attached garage, and add a pool house to the property with the pool house to be open air and classified as an accessory structure” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO EXECUTE AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY TO COMPLETE THE SPRING STREET AND MS HWY 12 PEDESTRIAN IMPROVEMENTS PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 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.

**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 _____, 2023.

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 have committed to work cooperatively to pursue multi-phased opportunities for pedestrian improvements along Spring Street from the Locksley Way intersection to the Russell Street Intersection including multi-use paths, sidewalks, bike lanes, Complete Streets, and other pedestrian accessibility improvements ("Spring Street Project");

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 Spring Street Project because it will provide and improve pedestrian and alternative transportation routes in their jurisdictions; and

WHEREAS, the City has applied for and received Federal Transportation Alternative Funds to design and construct a segment of the Spring Street Project at the intersection of Spring Street and MS Highway 12 ("Spring Street & MS Highway 12 Pedestrian Improvements Project" or "Project"); and

WHEREAS, the City, the University, and the County desire to enter into this Interlocal Agreement for the purpose of funding the Project; and

WHEREAS, the City reasonably estimates that the total cost of designing and constructing the multi-use path will be approximately \$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 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.
8. To require the Project contractor to: (1) list the University and County as a "co-owner" on the Project performance bond; and (2) execute a Letter of Assurance in favor of the University and County.

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.

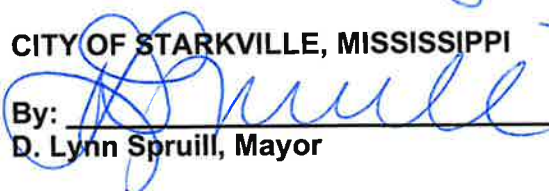
5. **SEVERABILITY.** Should any provision of this Agreement be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force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

6. **AUTHORITY.** Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Miss. Code Sec. § 17-13-7, Miss. Code Sec. § 37-101-15, Miss. Code Sec. § 21-17-1(8) & (10), and Miss. Code Sec. § 21-37-3.

7. **DURATION.** The Agreement will not become effective until the date it has been approved by the Attorney General's Office and filed with the Secretary of State. The Agreement shall remain in effect until completion of the Project.

SO EXECUTED AND AGREED THIS 3rd DAY OF May, 2023.

CITY OF STARKVILLE, MISSISSIPPI

By: 
D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____
Dr. Mark Keenum, President

OKTIBBEHA COUNTY, MISSISSIPPI

By: Charles Trainer

12. CONSIDERATION OF APPROVING THE PROPOSAL FROM NEEL SCHAFFER, INC TO CONDUCT AN ENVIRONMENTAL ASSESSMENT FOR THE MAIN STREET IMPROVEMENTS PROJECT FOR A PROPOSED FEE OF \$34,500.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the proposal from Neel Schaffer, Inc. to conduct an environmental assessment for the Main Street Improvements Project for a proposed fee of \$34,500.00” is enumerated, this consent item is thereby approved.

13. CONSIDERATION ACCEPTING THE LOWEST QUOTE OF \$11,900.00 FROM GEVEKO MARKINGS TO FURNISH MATERIALS AND ASSIST THE STREET DEPARTMENT IN INSTALLING A THERMOPLASTIC INTERSECTION DESIGN AT THE INTERSECTION OF CORNERSTONE BOULEVARD AND BATTER’S BOULEVARD.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low quote from Geveko Markings to furnish materials and assist the Street Department in installing a thermoplastic intersection design at the intersection of Cornerstone Boulevard and Batter’s Boulevard” is enumerated, this consent item is thereby approved.

Two quotes: Geveko Markings - \$11,900 and Ennis-Flint, Inc. (ARCON) - \$73,149

14. CONSIDERATION TO ACCEPT THE LOW BID FOR A USED 2014 INTERNATIONAL WORKSTAR DUMP TRUCK FROM ELLIS TRUCK & EQUIPMENT SALES, LLC FOR THE STREET DEPARTMENT IN THE AMOUNT OF \$87,800.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest bid for a used 2014 International Workstar dump truck from Ellis Truck & Equipment Sales, LLC for the Street Department in the amount of \$87,800.00” is enumerated, this consent item is thereby approved.

Bids received:

Ellis Truck & Equipment Sales, LLC	59,000 miles, 2014 model-	\$ 87,800.00
Commercial Truck Trader	495,000 miles 2013 model -	\$ 90,000.00

15. APPROVAL OF CHANGE ORDER #1 (SUMMARY CHANGE ORDER) TO INCREASE THE CONTRACT SUM BY \$9,527.75 TO POWELL CONSTRUCTION SERVICES, INC. FOR THE LOUISVILLE STREET LIGHTING.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 (Summary Change Order) to increase the contract sum by \$9,527.75 to Powell Construction Services, Inc.” is enumerated, this consent item is thereby approved.



Contract Administration

G701 Change Order

(Instructions on the reverse side)

Distribution List:

Owner X
Architect X
Contractor X
Field _____
Other _____

PROJECT (Name and address):

Construction of Construction of Louisville Street
Traffic Signal Improvements

TO CONTRACTOR (Name and address):

Powell Construction Services, Inc.
18112 Highway 57
Vanceleave, Mississippi 39565

CHANGE ORDER NUMBER: 001 (Final)

DATE: March 13, 2023

ARCHITECT'S PROJECT NUMBER: 101E3140

CONTRACT DATE: October 19, 2023

CONTRACT FOR: Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Refer to Exhibit "A".

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was

\$ 250,829.75

The net change by previously authorized Change Orders

\$ 0.00

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was

\$ 250,829.75 250,829.75
CAW 4/24/23

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased)~~ (unchanged) by this Change Order in the amount of

\$ 9,527.75

The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be

\$ 260,357.50

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) by _____ () days.

The date of Substantial Completion as of the date of this Change Order therefore is March 7, 2023

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which 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.

Atwell & Gent, P.A.

ARCHITECT (Firm name)

309 University Drive

ADDRESS

Starkville, MS 39759



BY (Signature)

Jeffrey Atwell

(Typed name)

03/13/2023

DATE

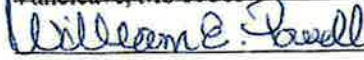
Powell Construction Services, Inc.

CONTRACTOR (Firm name)

18112 Highway 57

ADDRESS

Vanceleave, MS 39565



BY (Signature)

William E. Powell

(Typed name)

3/16/2023

DATE

City of Starkville

OWNER (Firm name)

City Hall, 110 West Main Street

ADDRESS

Starkville, MS 39759



BY (Signature)

Lynn Spruill

(Typed name)

5-2-2023

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

AIA Document G701 Change Order © 2001 The American Institute of Architects • Washington, DC • www.aia.org • WARNING: Reproduction, unlicensed photocopying or substantial quotation of the material herein without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

**CONSTRUCTION OF LOUISVILLE STREET TRAFFIC SIGNAL IMPROVEMENTS
STARKVILLE UTILITIES
STARVKILLE, MISSISSIPPI**

**EXHIBIT "A"
PROJECT NO.: 101E3140
MARCH 13, 2023**

- A. Add and delete Work on the attached Change Order Detail Sheet as directed during construction of the project by Work Change Directive and Field Order. **This change INCREASES the Contract Sum by \$9,527.75.**

Change Order No. 1 Detail Sheet

Pay Item	Description	Unit	Units Added	Units Deleted	Unit Price	Total Price
634-C005	Pole Foundations, Class "B" Concrete		12.5		\$1,050.00	\$13,125.00
635-A076	Traffic Signal Heads, Type 6 LED Countdown		1		\$225.00	\$225.00
636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5-Conductor	LF	1841		\$7.25	\$13,347.25
636-B017	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7-Conductor	LF	1424		\$9.00	\$12,816.00
636-B051	Electric Cable, Underground in Conduit, AWG 6, 3-Conductor	LF	45		\$12.00	\$540.00
636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5-Conductor	LF		3525	\$4.50	(\$15,862.50)
636-B017	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7-Conductor	LF		1600	\$5.50	(\$8,800.00)
636-B051	Electric Cable, Underground in Conduit, AWG 6, 3-Conductor	LF		140	\$8.25	(\$1,155.00)
637-A002	Pullbox Enclosure, Type 2, Tier 22	EA		2	\$1,595.00	(\$3,190.00)
637-A003	Traffic Signal Conduit, Underground, Type 4, 1-1/4"	LF		75	\$11.00	(\$825.00)
637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	127		\$12.00	\$1,524.00
637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF		53	\$16.00	(\$848.00)
637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF		26	\$18.00	(\$468.00)
637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF		32	\$25.00	(\$800.00)
639-C001	Type 1 Optical Detector Cable	LF		238	\$1.00	(\$238.00)
639-E001	Video Vehicle Detection Cable	LF		238	\$1.00	(\$238.00)
645-B001	Accessible Pedestrian Detection Assembly	EA	1		\$375.00	\$375.00
	Total - Change Order No. 1					\$9,527.75

16. APPROVAL TO ACCEPT A \$155,000 ASSISTANCE TO FIREFIGHTERS GRANT TO PURCHASE 48 SETS OF LION V-FORCE TURNOUT GEAR AT STATE CONTRACT #8200067053 FROM NAFECO WITH A CITY MATCH OF \$20,800.87.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept a \$155,000 Assistance to Firefighters Grant to purchase 48 sets of Lion V-Force Turnout gear at State Contract #8200067053 from Nafeco with a city match of \$20,800.87” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE NICHOLAS PEARSON AS A CERTIFIED FIREFIGHTER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Nicholas Pearson as a Certified Firefighter” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE EVAN WARE AS A WATER TECHNICIAN FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Evan Ware as a Water Technician for the Utilities Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE ANDREW MCDANIEL AS LEAD GROUNDS TECHNICIAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrew McDaniel as Lead Grounds Technician in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF TO HIRE TYREZ WADE AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Tyrez Wade as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO THE DISCIPLINE ACTION RECOMMENDED BY SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR CHRIS SMILEY AS A RESULT OF I.A. #05022023 FOR A STARKVILLE SANITATION WORKER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the discipline action recommend by Sanitation and Environmental Services Director Chris Smiley as a result of I.A. #05022023 for a Starkville sanitation worker” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO APPROVE A SERVICE AGREEMENT WITH CHRIS MITCHELL CONSULTANTS FOR FINANCIAL REVIEW AND SERVICES FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$18,250.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a service agreement with Chris Mitchell Consultants for financial review and services for the electric division in the amount of \$18,250.00 ” is enumerated, this consent item is thereby approved. The agreement follows this page.

Service Agreement

Chris Mitchell Management Consultants (CMMC)

provides selected services listed below to:

Starkville Electric System

Term of service agreement: signing date to June 30, 2024

Description of Services Available	Additional Available Services	Selected Services
Long Term Financial Forecast & Analysis – includes financial statements, graphs, financial indicators, case analysis		\$3,200
Incorporate Fiber Business into Long Term Financial Analysis	\$1,000	
Special Request Work		\$500
EV Retail Rate Development	\$400	
Flexibility Option - Solar Analysis	\$1,000	
Wholesale Rate Structure		
Review/Analysis of Monthly Wholesale Bill - includes Coincident Peak Analysis - \$500 per quarter		\$2,400
Analysis of Results/Impacts from TVA's Next Rate Changes being Discussed	\$1,000	
Analysis of TVA Pole Attachment Regulatory Guidance - includes specific impacts to LPC		\$400
Cost of Service (COS)		
Cost of Service Study - formal document supporting rate actions	\$4,500	
Review/Analysis of Monthly Class Load Data - \$150 per month	\$1,800	
Review/Analysis of Monthly Individual GSA 3 Load Data - \$400 per month	\$4,800	
Review/Analysis of Monthly Non-Standard Service Customers - \$50 per month		\$600
Retail Rates – all include development of package for Distributor to send to TVA		
Distributor Retail Rate Adjustment		\$1,250
Power Cost Adjustment and Retail Rate Adjustment related to Pandemic Credit Change		\$900
Development of Custom Retail Rates supporting the TVA's Grid Access Charge structure	\$3,000	
Development of Custom EV Rate	\$1,500	
Monthly Margin Analysis - \$500 per quarter		\$2,400
Formal Reconciliation of Retail Rates - provided prior to October & adjusted as need through year		\$400
Comparison of Distributor Stats - includes retail rates, load factor, coincident peak and other stats		\$1,000
Meetings		
Management Team meetings - (\$500 per meeting, four meetings assumed) - by video		\$2,000
Management Team meetings - (\$700 per meeting, one meetings assumed) - in person	\$900	
Board / City Council meetings - (\$900 per meeting, one meeting assumed) - in person	\$900	
Prep of material for Board Meeting - (\$500 per meeting, one meetings assumed)	\$500	
General Support – provide on-going support on developing issues; attend Rates & Contracts (R&C) meetings; provide R&C summaries, travel expenses, meeting materials; development of new products		\$3,200

Total Service Agreement Value

\$18,250

Tasks added to the contract after signing will be billed at a rate of \$150 per hour.

All services (except General Support, Travel, Meeting Materials) will be billed when completed product is delivered by CMMC.

Mailing address for payment:

Chris Mitchell Management Consultants (CMMC)

P.O. Box 396

Norris, TN 37828

Distributor Signature: _____

CMMC Signature: _____

Edward C. King 5/3/23
Chris Mitchell 4/10/2023

23. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FLUID PROCESS AND PUMPS, LLC TO PURCHASE A DRY PIT PUMP FOR THE SHERWOOD 1 LIFT STATION IN THE AMOUNT OF \$15,289.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Fluid Process and Pumps, LLC to purchase a dry pit pump for the Sherwood 1 lift station in the amount of \$15,289.00” is enumerated, this consent item is thereby approved.

Two quotes: Fluid Process and Pumps, LLC - \$15,289.00 and Gulf States Engineering Co., Inc.-\$16,776.00

24. CONSIDERATION OF TO APPROVE DNA UNDERGROUND, LLC CHANGE ORDER #1 TO ADD 21 CALENDAR DAYS AND A PRICE INCREASE OF \$4,158.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR SEWER CASTINGS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 to add 21 calendar days and a price increase of \$4,158.00 for the Main Street Water and Sewer Improvements Project for sewer castings” is enumerated, this consent item is thereby approved. The Change Order follows this page.

25. CONSIDERATION TO APPROVE UTILITY MAINTENANCE SPECIALISTS, INC. AS THE PREFERRED VENDOR FOR SUBSTATION AND MAINTENANCE TESTING SERVICES IN THE AMOUNT OF \$163,590.00 OVER TWO YEARS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Utility Maintenance Specialists, Inc. as the preferred vendor for substation and maintenance testing services in the amount of \$163,590.00 over two years” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF GARVER CHANGE ORDER #2 TO ADD 75 CALENDAR DAYS AND A PRICE INCREASE OF \$57,040.00 FOR THE 2022 STARKVILLE SEWER REHAB: GREEN OAKS & ROLLING HILLS PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the May 2, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order 2 to add 75 calendar days and a price increase of \$57,040.00 for the 2022 Starkville Sewer Rehab: Green Oaks & Rolling Hills project” is enumerated, this consent item is thereby approved.

The Garver Change Order #2 follows Change Order #1 to DNA Underground, LLC.

Change Order

No. 1

Date of Issuance: 5/2/23

Effective Date: 5/2/23

Project: Main and Lampkin Water and Sewer Improvements	Owner: City of Starkville	Owner's Contract No.: 229003
Contract: Main and Lampkin Water and Sewer Improvements		Date of Contract: 03/07/23
Contractor: DNA Underground, LLC		Engineer's Project No.:

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

Description:

Sewer Castings

Reason for Change Order: Addition of time and money for change to sewer manhole castings originally specified.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$2,461,000.00

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$2,461,000.00

Increase of this Change Order:

\$4,158.00

Contract Price incorporating Change Order:

\$2,465,158.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 240

Ready for final payment (days or date): 270

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 240

Ready for final payment (days or date): 270

Increase of this Change Order:

Substantial completion (days or date): 21

Ready for final payment (days or date): 21

Contract Times with all approved Change Orders:

Substantial completion (days or date): 261

Ready for final payment (days or date): 291

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Owner (Authorized Signature)

Date: 5-2-2023

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____



2111 Parkway Office Circle
Suite 100
Birmingham, AL 35244
TEL 205.443.3080
FAX 205.313.6564

www.GarverUSA.com

Contract Change Order

CHANGE NO.: 002

CONTRACTOR: SUNCOAST INFRASTRUCTURE, INC.

OWNER: STARKVILLE UTILITIES PROJECT NO.: 21W10050

PROJECT: 2022 STARKVILLE SEWER REHABILITATION

ENGINEER: GARVER

REFERENCE TO: Spec No: N/A Dwg. No: GO-07

REQUESTED BY: SUNCOAST INFRASTRUCTURE, INC. DATE: 4/24/2023

The following modification(s) to the Contract are hereby requested (use additional pages if required):

Addition of three (3) pay items for work needed to complete the replacement of two gravity lines through directional drilling methods. The cost of this change order is \$57,040.00.

75 calendar days of additional contract time.

Reason for Modification(s) Request:

It was discovered that two (2) line segments between Cypress Rd and Ponderosa Rd are unable to be CIPP lined due to their condition. Extensive repairs would be needed to bring the lines to condition to be able to be lined. As an alternate, complete replacement is being proposed. Due to the location of these lines, open cut replacement is not feasible with the location of the line segments between two houses. Directional drilling is being proposed with the existing line being abandoned in place following the direction drill.

19 weather days that have been recorded over the number of allotted days within the contract. 56 days associated with the directional drill change order for material purchasing, mobilization, and completion of the work.

Attachments (List Supporting Documents):

Suncoast's Change Order Proposal and Time Extension Request

CCO Proposed Amount		Proposed Contract Times	
☒ Add	☐ Deduct	☒ Add	☐ Deduct
\$ 57,040.00		☐ N/A	Days: 75
Owner	Engineer	Contractor	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	
Date: <u>5-2-2023</u>	Date: <u>04/24/2023</u>	Date: <u>04/25/2023</u>	

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill recognized Starkville Firefighter Stephen Boren for his rescue while off duty of an individual from a burning home. She then complimented everyone for the recent Starkville Derby in the Cotton District and hoped to see the event become an annual event in Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked Starkville Utilities and this Mayor and Board for all the work that has been done in the Green Oaks area.

Alderman Rupp thanked Edward Kemp for speaking to the Main Street Association recently explaining the upcoming work to be done along Main Street.

Alderman Vaughn asked for a Hwy 182 / Build Grant update at an upcoming work session.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he would like to see fewer cars parking on Cedar Creek Lane. He also noted summer is coming and that the youth out of school needed to stay out of trouble.

Simon Ward of Sand Hill Road asked that the road be paved soon and that the residents would like to be on City of Starkville water and wastewater services.

Mayor's Youth Council members thanked the sponsors of the youth council and invited all to purchase tickets to the annual pancake breakfast to be held May 6, 2023 from 7:30 am to 9:30 am at Walk Ons.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING THE SANITATION ORDINANCE TO REFLECT OPERATIONS AND CHARGES TO COMMERCIAL ACCOUNT AND NON-ACCOUNT HOLDERS.

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

27. MOTION TO AMEND THE SANITATION ORDINANCE TO REFLECT OPERATIONS AND CHARGES TO COMMERCIAL ACCOUNT AND NON-ACCOUNT HOLDERS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, for the Board of Aldermen to amend the Sanitation Ordinance to reflect operations and charges to commercial account and non-account holders, 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.

8 - Health And Sanitation

8.1 - Solid Waste

8.1 - Solid Waste

8.1.01 - Property Maintenance

8.1.02 - Collection Required; Collection Contractor

8.1.03 - Containers

8.1.04 - Points Of Collection

8.1.05 - Frequency Of Collection

8.1.06 - Container Pad Requirements

8.1.07 - Prohibited Acts

8.1.08 - Collection Regulations

8.1.09 - Maintenance And Protection Of Containers

8.1.10 - Transportation Of Solid Waste

8.1.11 - Certain Wastes Unsuitable For Collection

8.1.12 - Unlawful Accumulation And Placement Of Solid Waste

8.1.13 - Establishment Of Rates, Deposits, Fines And Penalties

8.1.14 - Responsibility Of Payment Of Charges

8.1.15 - Location And Screening Of Solid Waste Containers

8.1 - Definitions

8.1.01 - Property Maintenance

All residential customers, property owners and all business, commercial or industrial establishments within the city shall be responsible for picking up and placing in containers, any and all solid waste which may accumulate on the premises of such customers, property owners or establishments.

- A. **Accumulations of metal cans.** No person shall at any time permit metal cans to accumulate on his premises. No cans shall be placed in the city sponsored containers unless they are free from putrid substances. The city or its contractor will at regular intervals remove the cans from sponsored or designated pickup sites and dispose of them in a proper manner. Whenever possible, the city will pick up cans through its curbside recycling program.
- B. **Accumulations of newspapers.** No person shall at any time permit newspapers or similar newsprint products to accumulate on his/her premises. The sanitation division or its contractor shall provide metal containers at suitable locations around the city for the collection of newsprint materials. ~~Whenever possible, the city will pick up newspapers through its curbside recycling program.~~
- C. **Accumulations of paper boxes or similar containers.** Any person operating a business establishment within the city where paper or cardboard boxes or other paper or fiber containers are used shall not permit the boxes to accumulate on the premises and shall ~~dispose of them in the refuse containers provided by the city or the city's contractor or shall~~ contract as appropriate for their removal from the premises of the business establishment.
- D. **Accumulations of refuse; noxious vegetation; unlawful dumping.** The existence of excessive accumulation or untended growth of weeds, undergrowth

or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract, parcel of land, or the streets adjacent to the land, within the city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affect and impair the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.

It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.

It shall be unlawful for the owners or occupants of any land or premises in the city to permit the excessive growth of weeds and other noxious plants on the land.

It shall be unlawful for any person to cause or permit dumping of refuse, waste, trash or garbage on abandoned or vacant property anywhere in the city unless the site has been posted by the city as an approved dump site.

- E. **Correction of violations.** The city shall have the power to enter upon private property, at reasonable times with probable cause, to investigate conditions relating to provisions of this article. Whenever, in the opinion of the sanitation and environmental services department head or the building code or code enforcement official, the owner or occupant of any property in the city has violated any of the provisions of this section, the aforementioned authorities, via the code enforcement officer, shall give seven calendar days' notice in writing to the owner, if his address can be ascertained by reasonable diligence, and, if not, by posting it in a conspicuous place on the property, requiring the owner or occupant to remove immediately or prevent the offending condition described in the notice. On failure of the owner or occupant to do so within the seven-day period, he shall be in violation of this section and subject to the penalties provided through a Bard of Aldermen approved fee and fine schedule in this Code, and the city may also correct the offending condition at the owner's or occupant's expense and in accordance with the applicable MS Code § 21-19-11. If the accumulation of refuse is such that it creates an immediate hazard and nuisance to the public and exists in the public right of way adjacent to such property then the city may remove, invoice and collect from the property owner for services rendered under MS Code §21-19-2 (3).

8.1.02 - Collection Required; Collection Contractor

- A. The city shall collect, or cause to be collected through issuance of a negotiated contract, all solid waste and recyclable materials (as market conditions allow) at regular intervals to be determined by the city. All solid waste in the business section of the city shall be collected and disposed of at regular intervals. All solid waste associated with vacant properties not establishing an account with Starkville Utilities whether residential or business will be responsible for the pickup and disposal of all waste generated or associated with such property. The owner or operator of each business establishment shall be required to pay the expenses of collecting and disposing of that solid waste. All residents, occupants or owners of residential premises in the city shall be required to have accumulations of solid waste removed and disposed of by the city or its contractor. The owner or operator of each business establishment shall be required to dispose of all solid waste at regular intervals whether by the city through Starkville Sanitation and Environmental Services through an account with Starkville Utilities for such service or an independent contractor for hire engaged by the business owner or operator. After due notice and continued non-compliance, the SES will pick up rubbish and issue an invoice to the property owner of record in accordance with MS Code §21-19-2 (3).
- B. No contractor shall collect or convey over any of the streets or alleys of the city or dispose of any refuse accumulated in the city without a privilege license issued by the city. This subsection shall not prohibit the actual producers of refuse or the owners of premises upon which refuse has accumulated from personally collecting, conveying and disposing of the refuse, provided the provisions of this Code are complied with. This subsection shall not prohibit collectors of refuse from outside the city from hauling the refuse over city streets; however, such collectors must comply with this Code and with all other laws and ordinances governing such transport.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.03 - Containers

- A. **Compaction of refuse.** Prior to depositing refuse for collection in garbage containers or commercial containers, the owner or other person depositing such refuse shall collapse all cardboard boxes and other items which can reasonably be reduced in size. Whenever possible such deposit should be made to the recycling bins available for such use.
- B. **Specifications.** Refuse containers are required as follows:
1. **Residential containers.** Each resident may be provided waterproof plastic bags of heavy mil construction by the city's sanitation division which can be safely and securely closed. The owner of real property shall be responsible for furnishing adequate refuse containers for the property. Any resident who desires to purchase an individual plastic container may

do so understanding that said container is the responsibility of the resident to obtain and maintain and shall be placed for pick-up in accordance with the requirements of section 8.1.04 of this article.

2. **Special residential service.** Where the occupant of a dwelling unit is handicapped or physically unable to deliver solid waste (including recyclables) to the curbside and there is no one else living at the dwelling unit who is physically able to deliver solid waste to the curbside, and these conditions are certified to the city by way of a written physician's determination provided to the sanitation and environmental services department head, an alternative location within 50 feet of the street, easily visible to the collectors, with collection limited to two containers of garbage, may be arranged at no extra cost to the resident. Such arrangement will be documented by the sanitation division personnel and kept on file for a period of five years at which time the recertification of the need for such special service shall be required using the same method previously used for such documentation.
3. **Commercial service.** All commercial garbage and trash must be placed in refuse containers on the property and not within the right-of-way of any alley or street. The refuse containers shall be accessible without entering a building or shelter of any type.
4. **Multi-unit residential.** In areas where multiple owners of real property are involved, such as a condominium or homeowner association, an individual or association shall be designated as the responsible party for maintenance, upkeep and payment of collection fees. These arrangements shall be coordinated with the sanitation and environmental services department head or a designated representative.
5. **Prohibited.** The use of crates, corrals or other similar containers constructed to hold bagged trash for collection is hereby prohibited. Trash shall not be set at curbside prior to sunset the day before the scheduled collection day or remain after sunset on the scheduled collection day. Bagged garbage shall be placed at the curb only on the scheduled collection day no earlier than 5:00 a.m. Violation of this subsection shall result in a notice by the code enforcement officer. Repeat violations shall result in fines and penalties as determined by the city and provided by order or resolution referenced herein and approved by the mayor and board of aldermen. In order to ensure collection by the city all garbage must be placed at the curb on collection day by 7:00 a.m. Any garbage that remains on the curb after sunset on the day of collection will be considered a violation and will be subject to the fines and penalties as outlined in the board approved resolution.
6. **Review.** The sanitation and environmental services department head will review this article annually and report any recommendations for consideration to the board of aldermen.

C. **Use of city-owned containers.** The city may furnish refuse containers owned by the city to all commercial establishments. It shall be the duty of the sanitation and

environmental services department head or a designated representative to regulate the placement of all city-owned refuse containers.

- D. **Prohibited commercial receptacles.** No commercial refuse shall be deposited in or collected from an open bin, trash room, oil drum, box or any other receptacle not authorized in this article.
- E. **Disposal of ashes.** Ashes shall be cooled for 24 hours before depositing the ashes in any commercial refuse container. Any establishment depositing hot ashes in any refuse container within the city which cause damage to the refuse container shall be responsible for the costs of replacing the damaged refuse container.
- F. **Maintenance.** All refuse containers shall be maintained and kept in a sanitary condition by the lessee of record with the city. Periodic treatment of the interior of a refuse container with a residual insecticide by the user may be required. Any refuse containers which fail to meet these sanitary standards are declared to be a nuisance by order of the sanitation and environmental services department head and shall be collected and replaced at a cost to the lessee as determined by the fee and fine schedule approved by the Board of Aldermen ~~board order or resolution~~, not to exceed one time per annum.
- G. **Recycling containers.** The city or its contractor shall provide recycling containers for holding recyclable materials at specified, permanent locations throughout the city as approved by the mayor and board of aldermen or in the case of the city curbside recycling program the city shall provide individual containers as determined by the city curbside program administrator or sanitation and environmental services department head or a designated representative. Only recyclable materials shall be stored in these recycling containers, until collected in accordance with this article. To be eligible for pickup at such locations, recyclable materials must be placed into a designated recycling container. Newspapers shall be securely tied in a bundle and placed inside the recycling container. The curbside recycling program of the City of Starkville serves in addition to the designated, permanent recycling drop-off locations.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.04 - Points Of Collection

- A. **Residential service generally.** Except as otherwise provided, all residential solid waste including recycling materials to be collected shall be placed within five feet of the curb, paved surface of the roadway or closest accessible right-of-way, without impeding or blocking any portion of any sidewalks, or at such other

location agreed to by the city or its contractor that will provide safe and efficient accessibility for the collection crew and vehicle.

- B. **Special residential service.** Where the occupant of a dwelling unit is handicapped or physically unable to deliver solid waste (including recyclables) to the curbside and there is no one else living at the dwelling unit who is physically able to deliver solid waste to the curbside, and these conditions are certified to the city by way of a written physician's determination provided to the sanitation and environmental services department head, an alternative location within 50 feet of the street, easily visible to the collectors, with collection limited to two containers of garbage, may be arranged at no extra cost to the resident. Such arrangement will be documented by the sanitation division personnel and kept on file for a period of five years at which time the recertification of the need for such special service shall be required using the same method previously used for such documentation.
- C. **Commercial service.** All commercial garbage and trash must be placed in refuse containers on the property and not within the right-of-way of any alley or street. The refuse containers shall be accessible without entering a building or shelter of any type.
- D. **Multi-family unit residential.** In areas where multiple owners of real property are involved, such as a condominium or homeowner association, an individual or association shall be designated as the responsible party for maintenance, upkeep and payment of collection fees. These arrangements shall be coordinated with the sanitation and environmental services department head or a designated representative.
- E. **Prohibited.** The use of crates, corrals or other similar containers constructed to hold bagged trash for collection is hereby prohibited. Trash, recycling bags, or their respective containers shall not be set at curbside prior to sunset the day before the scheduled collection day or remain after sunset on the scheduled collection day. Bagged garbage shall be placed at the curb only on the scheduled collection day no earlier than 5:00 a.m. Violation of this subsection shall result in a notice by the code enforcement officer. Repeat violations shall result in fines and penalties as determined by the city and provided by order or resolution referenced herein and approved by the mayor and board of aldermen. In order to ensure collection by the city all garbage must be placed at the curb on collection day by 7:00 a.m. Any garbage that remains on the curb after sunset on the day of collection will be considered a violation and will be subject to the fines and penalties as outlined in the board approved resolution.
- F. **Review.** The sanitation and environmental services department head will review this article annually and report to the solid waste and recycling committee any recommendations for consideration by the board of aldermen.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.05 - Frequency Of Collection

A. Frequency of collection under this ordinance shall be as follows:

1. Domestic garbage shall be collected not less than one time per week. There shall be at least a two-day interval between collections. Exceptions will occur due to holidays and other exigent circumstances. Such exceptions shall be noticed whenever possible through the use of public service ads with the local news media, social media, and on the website of the City of Starkville.
2. Domestic waste/rubbish shall be collected at least once each week as determined by the board of aldermen and widely promulgated by the sanitation and environmental services department head.
3. Waste from commercial establishments using commercial refuse containers and plastic bags shall be collected in accordance with section 8.1.04 of this article.
4. Commercial garbage and trash shall be collected not less than one time per week and no more than six times per week.
5. Domestic garbage shall be picked up on a regular schedule that shall be determined by the board of aldermen and widely promulgated by the sanitation and environmental services department head.

B. The collector of refuse shall have the right to divide large accumulations of trash and/or rubbish for successive collections which shall be in conformance with the schedule provided by the sanitation and environmental services department head or a contract for collection as approved by the board of aldermen.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.06 - Container Pad Requirements

A. **Front-end-loaded refuse container location requirements.** No front-end-loaded refuse container shall be located within any required front or street side yard setback. No such container shall be located in any required parking space or vehicular use area, or in any required buffer yard or landscaping area. All refuse containers shall be plugged and shall utilize plastic lids.

A. **Container pads.** Front-end-loaded refuse container pad(s) shall be provided by the property or business owner for all front-end-loaded Containers and shall be constructed, as a minimum, concrete strength of 3,000 psi after 28 days of curing, eight inches thick with 10 by 10 wire

mesh, four inches thick with number four steel reinforcing bars on eight-inch centers in each direction, or as approved by the sanitation and environmental services department head who shall find that the reduction is necessary to provide property rights enjoyed by others in the same zoning district, and will not be detrimental to public health, safety, and welfare. The concrete slab should have a minimum slope of 0.5% and a maximum slope of 10.0%. A six-foot-long approach slab of identical width, thickness, and composition to the container pad shall also be constructed adjacent and of equal slope to said pad(s). Two 36-inch-high bollards, constructed of eight-inch diameter steel pipe filled with steel-reinforced concrete shall be placed 36 inches on-center apart and one-foot on-center from the rear of the enclosure.

- B. Grading and subsoil preparation.** Final grading should insure the expedient removal of surface and stormwater from the proximity of the structure. The following shall apply to subsoil preparation: Undercuts must be free of any loose or relocated soils. Excessive wet or soft areas should be removed. Install imported, clean sandy clay with a unified classification of SC or CL and a plasticity index of 10 to 25. Install imported clay in two equal lifts compacted to a minimum density of 95% to achieve a minimum finished thickness of 12 inches.
- C. Front-end-loaded refuse container screening requirements.** Front-end-loaded refuse Containers shall be opaquely screened from view from public streets and adjacent properties, to a height of at least six feet, or six inches higher than the height of the container (whichever is higher). This screening may be achieved by a masonry wall, fencing, landscaping or by virtue of the location of the container on the building site. A combination of the above methods may also be utilized. Unscreened refuse containers currently located throughout the city shall be reviewed on a case-by-case basis by the sanitation and environmental services department head to determine appropriate screening of the container. Establishments unable to comply with this requirement shall have their situation reviewed by the sanitation and environmental services department head with appeal to the board of aldermen for the determination of the ability, utility and aesthetic impact of the compliance with the current ordinance standards.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.07 - Prohibited Acts

Except as provided in this article, it shall be unlawful and a violation of this article to do any of the following:

For any contractor other than the city to collect or transport solid waste or recyclable materials for hire or remuneration of any kind without a privilege license issued by the city.

- A. For any person or contractor other than the city or its designated contractor to remove solid waste or recyclable materials from any city owned or controlled or

designated refuse bin, container, or collection location.

- B. For any person or contractor other than the city to place or cause to be placed any solid waste upon the property of another.
- C. For any person to do any act prohibited or fail to do any act required by this article or by regulations adopted pursuant to this article.
- D. For any person to withhold payment as required by this article or not otherwise conform to the solid waste ~~rate resolution~~ fee and fine schedule. Such person shall be subject to MS Code §21-19-2 for the collection of such fees and subject to MS Code §21-19-11 for violations of the code.
- E. For any person to dump, cause to be dumped, place or cause to be placed any refuse or rubbish of any kind along the rights-of-way, sidewalks and the streets of the city except as provided for in this article.
- F. For dead animals over ten pounds to be placed for collection by the city or its contractor.
- G. For loose litter to be left at collection sites or to be placed in containers other than those authorized by the city for collection. No loose litter shall be collected from the residential containers authorized in section 8.1.03 of this article.
- H. For any person to sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot, or from any public or private sidewalk or driveway.
- I. For any person to throw or deposit litter upon any street or other public place within the city or upon private property.
- J. For any person to throw or deposit litter in any fountain, pond, lake, stream or other body of water in a park or elsewhere within the city.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.08 - Collection Regulations

The mayor and board of aldermen have provided for the collection and disposal of solid waste, regulate the manner and time of such collection and disposal, establish the rates to be charged therefore, and otherwise make such rules and regulations pertaining to solid waste as may be desirable to assure the public health and welfare.

- A. Every household, commercial establishment, or industrial establishment within the city shall containerize all solid waste for disposal with the exception of garden trash and household rubbish. All large cardboard boxes should be collapsed and placed in a container for collection.
- B. All solid waste collected at, residential establishments that cannot feasibly be containerized, such as large tree trimmings shall be removed by the city by special arrangement with the rubbish division. All solid waste collected at commercial establishments that cannot feasibly be containerized shall be removed by the city only by special arrangement with the sanitation and

environmental services department. No solid waste will be removed unless the property owner has an account with SES through Starkville Utilities. Exceptions noted under 94-27 (e) for collection adjacent to city streets and creating a hazard and health related concerns.

- C. All establishments that prepare or handle food or food related products shall place the waste generated from such activities in tightly secured plastic bags prior to disposing of the waste in a refuse container.
- D. All solid waste to be collected by the city's curbside service must be placed within five feet of the traveled portion of the street and shall not block or impede travel on city sidewalks.
- E. Solid waste shall not be placed in the street, drainage ditches, gutters, or on the sidewalk.
- F. The city shall have the option of requiring solid waste containers (dumpsters) at any multi-unit residential, commercial or industrial establishments within the city. The decision to place a certain type or a certain number of a certain size container shall be based upon the type and amount of solid waste generated by said establishments as determined by the sanitation and environmental services department head. All solid waste to be removed by the city must be placed in such a container.
- G. All containers placed by the city must be easily accessible to the collection vehicle. Any person blocking or hindering access to the container shall be considered in violation of this provision of this article and subject to fines and/or other penalties as contained in the ~~penalty and fine resolution~~ fee and fine schedule-referenced herein.
- H. Any container placed by the city shall not be moved or relocated except by authorization from the sanitation and environmental services department. Solid waste to be removed by the city shall be placed for collection only in a container rented to the lessee by the city, or on property owned or controlled by the lessee. Additionally, the scavenging of solid waste from another lessee's container is prohibited and will be considered a violation of this article.
- I. All solid waste, except garden trash and tree collection in plastic bags shall be placed for collection only on the day that the user placing the solid waste is scheduled for collection as provided for in section 8.1.04. Any user placing for collection any such solid waste on days that solid waste is not scheduled to be collected will be considered in violation of this article.
- J. Any solid waste not placed for collection in conformance with the provisions of this article will not be removed by the city.
- K. Landscape and yard maintenance solid waste placed at curbside shall be limited to 20 cubic yards of material, during one week.
- L. Wood cuttings placed at curbside may be no more than eight inches in diameter, and rigid materials shall be no more than ten feet in length.
- M. Solid waste resulting from property clearance i.e. stumps, logs and tree trunks, not considered to be trimming, shall not be permitted to be placed on

the street or the curb or the sidewalk, and the responsibility for removal is that of the property owner.

- N. Tires shall not be permitted to accumulate or remain exposed on residential property. The rubbish division of the sanitation and environmental services department will pick up no more than four tires at any one time from any one residential location. The accumulation of tires at commercial locations is not allowed. The commercial customer/property owner shall be held responsible for removal.
- O. Solid waste resulting from construction, demolition or renovation, including "do-it-yourself" projects is not household rubbish, and it is the responsibility of the property owner, contractor and/or tenant to remove the same.
- P. Carpet and carpet padding from residential customers may be placed at curbside only when bagged as garbage or legally placed in a commercial-type refuse container. All carpet and padding from commercial or residential contract jobs must be removed by the contractor.
- Q. All establishments are responsible for controlling offensive odors in steel Containers through sanitizing and deodorizing if necessary. In addition to the enforcement provisions of this article, the sanitation and environmental services department head reserves the right to schedule and charge for additional weekly pickups if necessary in the department head's sole determination.
- R. In parks or along streets where containers or other receptacles are not available, all litter shall be carried away by the person responsible for its presence and disposed of as provided for in this article.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.09 Maintenance And Protection Of Containers

- A. Solid waste containers shall be kept closed tightly except during the collection or deposit of garbage, trash, or refuse. The contents of all containers shall be so protected that the wind cannot blow out and scatter the contents of the receptacles over the rights-of-way, roadways, streets, alleys, and premises of the city.
- B. Every solid waste container and its surrounding area shall be maintained by the user in as sanitary condition as possible. Periodic treatment with a residual insecticide by the user may be required.
- C. All solid waste holding or containing any liquid must be drained or dried before being deposited in a container.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.10 - Transportation Of Solid Waste

- A. Hauling of any solid waste, including building material waste, shall be done on public roads and highways only in vehicles covered so as to prevent any spilling, dripping, blowing or other loss of materials in transit.
- B. It shall be unlawful for any person hauling any fill, rock, sand, concrete or other materials to spill these materials onto the streets of the city. Any person who shall violate the provisions of this section shall upon conviction be punished as provided in this Code and through the ~~fine and penalty resolution~~ fee and fine schedule referenced herein, and subsequent continued violations may be so punished from time to time in spite of previous convictions or acquittals of the original violation or charge. No conviction or acquittal shall be deemed to bar any civil remedy to enforce compliance with the regulations of this section or to abate any nuisance arising from a violation.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.11 - Certain Wastes Unsuitable For Collection

The city's sanitation and environmental services department shall not collect or remove, in any quantity, the following:

- A. Dead animals, animal dressings, or animal manure in excess of ten pounds and/or not capable of being secured within the city approved plastic refuse bag.
- B. Waste oils from garages.
- C. Highly flammable or explosive materials.
- D. Any solid waste that, in the opinion of the sanitation and environmental services department head, would damage or potentially could damage any city equipment and/or vehicle used in the collection and disposal of solid waste.
- E. Solid waste generated by contractors, including, but not limited to, lumber, plaster, sand, gravel, plumbing fixtures, roofing materials, or tree trimmings, resulting from the building, remodeling, or demolishing of any structure, or the clearing of any lot or parcel of land for development.
- F. Automobile frames and parts.
- G. Any solid waste from industrial establishments that is not containerized and properly placed.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.12 - Unlawful Accumulation And Placement Of Solid Waste

- A. It shall be unlawful for any owner, occupant, or lessee of any building, yard, or parcel of property within the city to allow garbage, trash, or solid waste of any kind to accumulate or remain in the building or upon the yard or lot as required by this article.
- B. It shall be unlawful for any person to scatter, dump, throw, drop, sweep, or place,

or cause to be scattered, dumped, thrown, dropped, swept, or placed, any garbage, trash, or solid waste of any kind upon the street, alleys, sidewalks, playgrounds, parks, drainage ditches, vacant lots, or any other property, public or private, within the city, unless placed for collection in conformance with this article.

- C. It shall be unlawful for any person to deposit or permit to be deposited any solid waste that maybe injurious to the health of people or harmful to the environment at any open dump or other disposal site without express permission from the mayor and board of aldermen, the state health department and the Mississippi Department of Environmental Quality.

Further: Permission will be given only if disposal is accomplished by sanitary landfill, approved incineration, or by other means now available, or which may later become available, as approved or established as standards by the Mississippi Department of Environmental Quality.

No solid waste or other potentially harmful waste shall be burned except in incinerators meeting all requirements and air pollution controls as are now established or as may later be established by any local, state or federal agency. Certain wastes shall be permitted to be openly burned only with the authorization of the Mississippi Department of Environmental Quality and the approval of the City of Starkville Fire Chief.

- D. It shall be unlawful for a person to accumulate junk, scrap or salvage material on any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the City of Starkville in such quantities as shall constitute a public nuisance; provided, however this section shall not apply:

If the junk, scrap or salvage material is completely enclosed within a building in a lawful manner where it is not visible from the street or other public property; or

Where the junk, scrap or salvage material is enclosed in an outdoor storage area that is maintained in such a manner that it does not constitute a health hazard and it is screened from ordinary public view.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.13 - Establishment Of Rates, Deposits, Fines And Penalties

The city shall by order or resolution, ~~as adopted on September 18, 2007, as amended and revised~~, set collection rates, and may establish security deposits, for all customers served under the terms and conditions of a contractor agreement for collection of solid waste. These rates shall be reviewed periodically and shall be adjusted based on available data such as current cost paid to the contractor for services, administrative cost incurred by the city and any cost associated with compliance with state, county or federal environmental regulations.

Penalties and fines for violations of this article shall be established and may be included with other related enforcement orders or resolutions. The establishment of the fine

schedule for trash violations other than delinquent accounts will be enforced on a calendar year basis with the fine schedule for the number of violations resetting to zero as of January 1 of each calendar year.

The existence of delinquent sanitation accounts will be handled in accordance with the applicable state law and the existing City of Starkville Municipal Code of Ordinances.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.14 - Responsibility Of Payment Of Charges

The owner and/or occupant of each residential collection unit, whether or not it is occupied, shall be responsible for payment of the fees and deposits prescribed in this article and determined by order or resolution of the board of aldermen. The owner or occupant of each multi-tenant commercial unit shall be responsible for the deposit and payment of charges for collection as reflected on the utilities statement if such unit is receiving utilities and/or sanitation service from the City of Starkville.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.15 - Location And Screening Of Solid Waste Containers

See development standards for all requirements by use for solid waste containers.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1 - Definitions

Accumulate: To pile up, collect, or gather together over a period of time.

Animal Manure: Body waste of animals and fowl and cleanings from barns, stables, corrals or pens used for stabling animals, fowl, birds and the like.

Building: Any public or private structure that is used or adapted for use for human habitation, transaction of business, rendering professional services, amusement or pleasure, for the production, manufacture, display, storage or treatment of goods, wares or merchandise, or for the performance of work or labor.

Commercial and Domestic Building Material: Sand, earth, humus, wood, stone, brick, concrete, construction blocks, roofing, wallpaper and other materials remaining after construction work of any type is complete, including the remains of relocation projects.

Commercial and Domestic Garbage: Waste products of all animal and vegetable matter resulting from growing, processing, marketing and preparation of food items, including the containers in which these items were packaged.

Commercial Trash: All trash from commercial operations, including but not limited to cans, bottles, paper, cardboard and crates.

Commercial Rubbish: Every waste accumulation of dust, paper cartons, cardboard cartons, rags and other accumulations which are usually attendant to the operation of stores, offices, and similar businesses.

Commercial Waste: Trees, shrubs, weeds, plants, grass and other growing things or parts of growing things which accumulate as a result of clearing, pruning, construction or other operations. Such waste shall be sized in pieces not to exceed eight inches in diameter and no more than 120 inches ten feet in length.

Construction Waste: Materials that are remaining from a construction site either commercial or residential that include such items as plumbing supplies, electrical supplies, concrete, masonry, lumber, roofing materials and other materials consistent with construction projects. Such waste shall be handled by a private contractor licensed to do business within the City of Starkville.

Container: A plastic refuse bag, residential plastic refuse can with a lid and/or a commercial-type refuse container ("dumpster") furnished by the city; ["corrals" or other open-sided containers used to hold bagged garbage at the curb are not containers and are prohibited by this article.]

Contractor: Any person who is a party to an approved contract or license from the city through competitive bidding for the collection of waste, garbage and trash as described in this article.

Customer: Any person or business entity that receives services from the Sanitation and Environmental Services (SES) Department and has an account through Starkville Utilities for such services. Any person or business not having an account through Starkville Utilities is not eligible for regular city sanitation services through the Sanitation and Environmental Services Department.

Dead Animals: Dead animals not intended to be used for food purposes.

Domestic Waste: Tree trimmings, lake or eel grass, yard grass, diggings, discarded furniture, appliances and other miscellaneous household discards not accumulated as a result of a business or commercial contract with the property owner or occupant.

Disposal: The final disposition of waste by man. This does not include its ultimate dissemination by forces other than man.

Disposal Site: A location, tract of land, area, building, structure, or premises used, or intended to be used, for partial and/or total refuse disposal.

Dump: A site, without effective control, where solid waste is disposed of in an improper, illegal and unsanitary manner.

Dwelling Unit: Each unit in any single-unit, duplex, triplex or multi-unit residential living unit with kitchen facilities.

Garbage: Every waste accumulation and animal and vegetable matter which attends the

preparation, use, cooking, processing, handling, or storage of meats, fish, fowl, fruits, vegetables, or other matter which is subject to decomposition, decay, putrefaction, and the generation of offensive and noxious gases or odors, or which during or after decay, may serve as breeding or feeding material for flies, insects, or animals and to include those components of solid waste capable of being recycled, including newspaper; glass; food and beverage containers; aluminum, tin-plated steel and bi-metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time so designated by the city. (For the purpose of this article, "garbage" shall include domestic or commercial garbage and rubbish.)

Garden Trash: Every waste accumulation of lawn grass, shrubbery, or dry leaf rakings free of dirt, rocks, large branches (does not include stumps, logs, or tree trunks), and bulky noncombustible material.

Household Rubbish: Any and all accumulations of waste material from the operation of a home, which is not included in the definition of garbage. Household rubbish may include all appliances, furniture or yard toys. Waste generated by contract or agreement for financial or material consideration of \$1,000.00 or more, or building material waste generated by contractors or do-it-yourself projects, is not household rubbish. Solid waste generated by property clearance, tree removal, major trimming, or wood harvesting is not household rubbish.

Insecticide: Any chemical used singularly or in combination in any form for the purpose of killing or controlling flies or other insects or preventing their breeding.

"Junk" and/or "Scrap" and/or "Salvage": Means solid waste material having nominal or no value including: aluminum cans, steel cans, plastic containers, glass, bottles, paper, cardboard, scrap metal, tin, junk car bodies, junk vehicles, scrap iron, old parts, old lumber, windows, doors, roofing materials, wire, fencing material, brick, concrete, old farm implements, broken machinery and equipment, old pipes, tires, tire rims, hub caps, old plumbing fixtures, tanks, oil drums, batteries, "junk" furniture, and appliances including but not limited to "junk" refrigerators, stoves, washing machines, dryers, water heaters and other appliances that are non-operational and nonfunctional.

Litter: Solid wastes that are scattered about in a haphazard manner.

Multi-Unit Dwelling Unit: The individual unit in any building or structure with kitchen facilities capable of being utilized for residential living, other than a hotel or motel unit, or an accessory dwelling unit as defined by the Unified Development Code, and containing two or more units under one roof.

Nonconforming Items: Rubbish which exceeds the city's allowable pick-up dimensions or is considered to be construction materials from a construction project or is referenced herein as not eligible for pickup by the city. See definitions for exclusions.

Occupant: A person who has the use of or occupies a building or a part or fraction of a building, whether such person is the owner or some other person having the care, custody, possession or control of the building.

Property Owner/Responsible Party: The person or business entity who holds legal

title to a building or property or the agent of that person, or some other person having the care, custody, possession or control of a building or to whom rent for the building is paid.

Recyclable Materials: Those components of solid waste capable of being recycled, (being market dependent) which may include newspaper; glass; food and beverage containers; aluminum, tin- plated steel and bi metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time so designated by the city.

Recycling Container: Any holder or receptacle of recyclable materials that is designated as such by the City of Starkville or its contractor. This definition may include marked recycling bags or stationary recycling containers provided by the City of Starkville or its contractor for residential or commercial recycling use.

Refuse: Garbage, trash, rubbish and waste of every form, including containers in which food and beverages are packaged.

Residual Insecticide: An insecticide that adheres to a surface and remains toxic to flies for an extended period of time.

Rubbish: See "household rubbish".

Sanitation and Environmental Services Department: The department that handles matters related to sanitation, rubbish, recycling, landscaping and landfill services for the City of Starkville.

Sanitary Condition: Refers to a refuse container's state, free of noxious odors and fumes and cleansed of liquid and semi-liquid wastes with bleach or other sanitizing agents.

Solid Waste: Garbage, trash, household rubbish, "junk", "scrap", "salvage" or any combination thereof.

Spot Treatment: Application of a residual insecticide spray to a specific area for the purpose of controlling or preventing infestation.

Stumps, Logs or Tree Trunks: Such tree trimmings and tree waste that exceeds eight inches in diameter and 120 inches ten feet in length. Such material will not be picked up by the city and whose disposal will be the responsibility of the property owner.

Trash: Garden trash, household rubbish, and tree trimmings, or any combination thereof

Tree Trimmings: Every accumulated waste of tree branches, parts of trees, bushes: or shrubs, leaf cuttings, fruits, or other matter which usually creates waste in the care of trees and large bushes (does not include stumps, logs, or tree trunks).

User: Any person, firm, or corporation, or any residential, commercial, or industrial establishment or property that utilizes and has an account with Starkville Utilities for the city's solid waste collection service(s), whether the solid waste is collected in a city-furnished metal container, plastic bags, or not containerized at all (as in the case of tree

trimmings, appliances, etc.).

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

PUBLIC HEARING AND CONSIDERATION OF VA 23-04: A REQUEST FOR A VARIANCE TO DEVIATE FROM SIDEWALK REQUIREMENTS LOCATED AT 900 STARK ROAD IN A COMMERCIAL ZONING DISTRICT.

City Planner Daniel Havelin presented the request. The applicant, JT Harrison Construction Co, on behalf of Billy Kirkpatrick with Five Horizons, is requesting a variance to deviate from sidewalk requirements at 900 Stark Road with parcel # 102D-00-016.02 in a (C) Commercial zoning district. Section 14.11.3.A requires sidewalks for any construction project located within the sidewalk development zone where the cost for the improvements exceeds \$50,000 and is less than 30% of the overall improvement cost and the recent renovation of the building exceeded \$50,000. The applicant is requesting to pay a fee in lieu of constructing the required sidewalks along Stark Road and Dr. Martin Luther King Jr. Drive West. The applicant is requesting relief from Unified Development Code Section 14.11.3.

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

28. CONSIDERATION OF VA 23-04: A REQUEST FOR A VARIANCE TO DEVIATE FROM SIDEWALK REQUIREMENTS LOCATED AT 900 STARK ROAD IN A COMMERCIAL ZONING DISTRICT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Vaughn, to approve VA 23-04: a request for a variance to deviate from sidewalk requirements located at 900 Stark Road in a Commercial zoning districts, 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 Engineer's Opinion of Probable Cost included 530 SY of concrete sidewalk. Using the current average MDOT unit price for concrete sidewalk of \$85.70/SY, that yields a total of \$45,421.00 to be paid to the City.

29. CONSIDERATION OF THE APPROVAL OF THE DEVELOPER'S AGREEMENT FOR THE GLEN CREEK PROJECT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the Developer's Agreement for the Glen Creek Project, 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: Nay

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

**WATER AND SEWER SERVICE DEVELOPER'S AGREEMENT
GLEN CREEK PHASE 1 SUBDIVISION**

This Agreement is hereby entered into on the date indicated herein below by and between the City of Starkville, Mississippi, hereinafter "City," and Glen Creek Subdivision Partners, LLC, hereinafter "Developer." In consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

WITNESSETH:

WHEREAS, Developer has preliminarily developed a subdivision outside of the City limits of the City of Starkville, said subdivision being located off of Poor House Road, said subdivision being known as the Glen Creek Phase 1 Subdivision, and

WHEREAS, Developer has previously requested that the City provide sanitary sewer and water service to such Subdivision, and

WHEREAS, upon completion as proposed, the Glen Creek Phase 1 Subdivision will consist of forty-seven (47) lots, and

WHEREAS, Developer will construct and install the necessary sewer and water infrastructure within the Glen Creek Phase 1 Subdivision to enable the City to provide water and sanitary sewer service to the Glen Creek Phase 1 Subdivision, and

WHEREAS, in order to provide water and sanitary sewer service there are certain requirements and specifications related to and including but not limited to water, sanitary sewer, stormwater detention and conveyance, roadway installation, and other infrastructure as shown on the City-approved infrastructure plans that must be met such that the improvements in the Glen Creek Phase 1 Subdivision are in compliance with the City of Starkville Unified Development Code and City of Starkville Standards of Design and Specifications, and

WHEREAS, Developer and the City desire to reach an agreement as to the provision of

water and sanitary sewer service for the proposed lots within the Subdivision, and a further agreement regarding improvements which are necessary prior to the platting of and provision of service to the Glen Creek Phase 1 Subdivision.

THEREFORE, it is agreed by the parties as follows, to wit:

1. In order to accommodate Developer's request to plat forty-seven (47) lots as the first phase of the Glen Creek Subdivision, the City of Starkville agrees to provide water and sanitary sewer service to such lots, such service to be provided by the water and sanitary sewer system belonging to the City of Starkville after all infrastructure has been completed, tested, inspected and approved by the City of Starkville or an agreed to designee.

2. In consideration of the City's agreement in paragraph 1, which will enable Developers to plat the initial phase of forty-seven (47) lots, Developer represents that the water, sanitary sewer, stormwater, roadway, and all other infrastructure has been constructed, or will be constructed, in accordance with the requirements and specifications set forth in the Unified Development Code, City of Starkville Standards of Design & Specifications and the approved infrastructure plans, except for those requirements and regulations specifically set forth in the Glen Creek Phase 1 Developer's Agreement List attached hereto and incorporated herein as EXHIBIT A.

3. Prior to the provision of water and sanitary sewer services, the Developer shall, at Developer's sole cost and expense, perform all inspection and testing of the water and sanitary sewer infrastructure and systems reasonably required by the City in accordance with the Subdivision Testing Requirements and Processes for said water and sanitary sewer infrastructure and systems attached hereto and incorporated herein as EXHIBIT B, as may be amended by the City from time to time.

DEVELOPER:

GLEN CREEK SUBDIVISION PARTNERS, LLC

BY: _____
Arthur W. Steber

ITS: Manager

30. 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 April 24, 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	\$ 199,890.36
Airport Fund	015	63,145.40
Restricted Airport	016	2,208.28
Sanitation	022	20,194.20
Landfill	023	287.33
Modernization Use Tax	120	13,017.88
Industrial Park Bond	303	526.87
2022 Local Improvements Fund	306	2,693.58
2018 Public Improv Bonds	319	4,129.69
Park and Rec Tourism	375	16,300.17
Sub Total Before Utilities		\$ 322,393.76
Utilities Dept.	SED	340,601.97
Total Claims	Total	\$ 662,995.73

31. MOTION TO RECESS UNTIL MAY 16, 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 May 16, 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 6th DAY OF JUNE, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
MAY 12, 2023**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, May 12, 2023 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn. City Attorney Berk Huskison and City Clerk Lesa Hardin were also present.

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

Mayor Spruill introduced Starkville Utilities Director Edward Kemp, who along with Utilities Project Engineer Mary Williams, presented an update on the Main Street Project Infrastructure replacement and repairs project. Phase 1 construction will begin May 24, 2023 on Main Street behind City Hall.

The Mayor and members of the Board discussed items on the upcoming May 16, 2023 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 6th DAY OF JUNE, 2023.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, MAY 12, 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.



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
MAY 12, 2023
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. UPDATE FROM EDWARD KEMP ON THE MAIN STREET PROJECT
INFRASTRUCTURE REPLACEMENT AND REPAIRS.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE MAY 16, 2023, MEETING
OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



RENEW

P R I N C I P L E

Project Information
Construction Schedule
Communication Plan

STARKVILLEUTILITIES.COM

Project Information

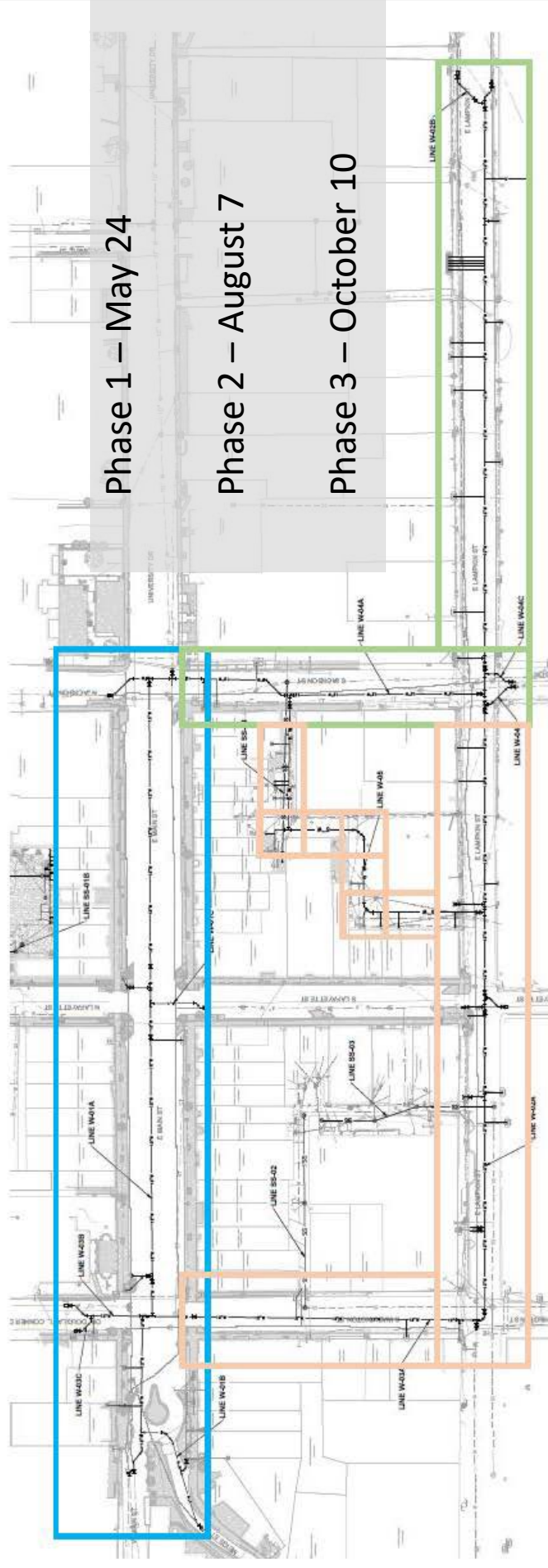
- Contractor
DNA Underground, LLC
- Project Manager
Mary Williams
- City Inspector
Zach McCormick
- Construction Start
May 22, 2023
- 9 Month Construction



Construction Schedule

- Begin work on Main St this summer
- Start on Jackson and east end of Lampkin
- Finish west end of Lampkin and Washington; behind Starkville Cafe

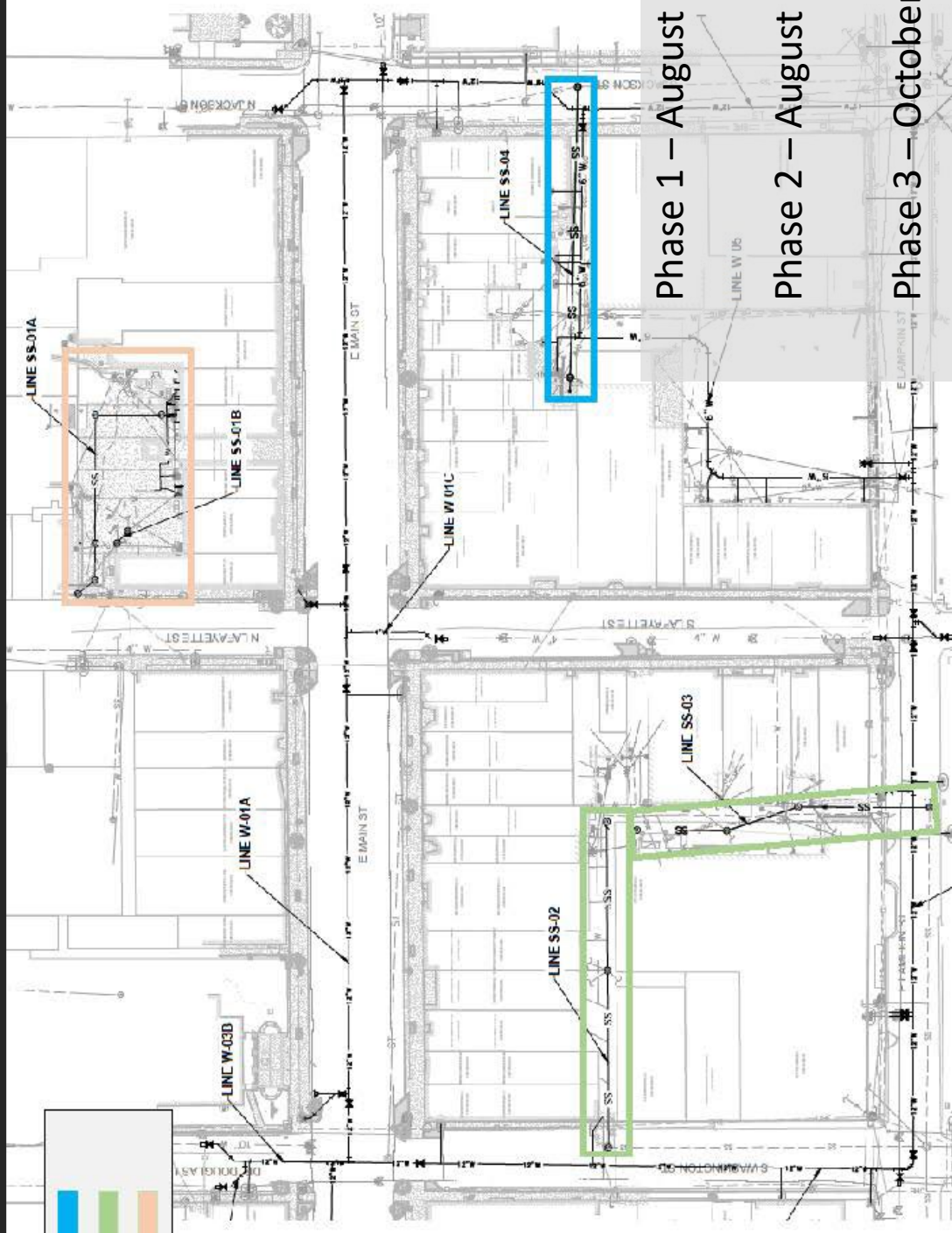




Phase 1

Phase 2

Phase 3



Phase 1 – August 7

Phase 2 – August 30

Phase 3 – October 8

Communication Plan

- Project Information Email
downtownwater@starkvilleutilities.com
- Email Updates
- Traffic Detours/Lane Closures
- Contractor Coordination



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 6, 2023
PAGE: Page 1 of 12

SUBJECT:

Public hearing and consideration of VA 23-05 a request for a variance from fence height requirements within the front yard of corner lots for the Adelaide Subdivision in a TN-N zoning district.

SUMMARY:

Applicant, Live Adelaide LLC, is requesting a variance from fence height requirements within the front yard of corner lots for the Adelaide Subdivision located on South Montgomery Street in TN-N zoning district. The Adelaide Subdivision is currently building in phases I, II, and III of the development. The applicant is requesting to vary from the fence height requirements in the front yard of corner lots. The request is to allow for fence types and layouts depicted in the Adelaide Pattern Book. As per Section 13.9.1.B.6.a of the Unified Development Code, fence height is limited to 3 ½ feet in the front yard. For corner lots, both areas adjacent to a street are regarded as front yards. The proposal is to allow for taller walls and fences along the secondary street of a corner lot, in line with the Adelaide Pattern Book (Attachment 3).

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

1. 16 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 4, 2023
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received 1 phone call requesting information.

At the May 24, 2023 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request for the Adelaide Subdivision in accordance with the Adelaide Pattern Book for all current and future phases of development.

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 23-05 a request for a variance from fence height requirements within the front yard of corner lots for the Adelaide Subdivision in accordance with the Adelaide Pattern Book for all current and future phases of development.



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 23-05 a request for a variance from fence height requirements within the front yard of corner lots for the Adelaide Subdivision in a TN-N zoning district.
Date: May 24, 2023

The purpose of this report is to provide information regarding the Variance Request by Live Adelaide LLC for a variance from fence height requirements within the front yard of corner lots for the Adelaide Subdivision located on South Montgomery Street in TN-N zoning district. Please see attachments 1- 3.

SUMMARY

The Adelaide Subdivision is currently building in phases I, II, and III of the development. The applicant is requesting to vary from the fence height requirements in the front yard of corner lots. The request is to allow for fence types and layouts depicted in the Adelaide Pattern Book. As per Section 13.9.1.B.6.a of the Unified Development Code, fence height is limited to 3 ½ feet in the front yard. For corner lots, both areas adjacent to a street are regarded as front yards. The proposal is to allow for taller walls and fences along the secondary street of a corner lot, in line with the Adelaide Pattern Book (Attachment 3). If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the June 6, 2023 meeting.

VARIANCE REQUEST FROM

13.9.1 Accessory Use or Structures (Excluding Dwellings)

13.9.1.B.6. Fences

- a. From the street facing facade of any principal building to the right-of-way line of the streets, fences shall not be more than three and a half (3 ½) feet in height.
- b. Fences located behind the front facade of the principal building shall not exceed eight (8) feet in height.
- c. Razor wire shall not be placed on any fence.
- d. See development standards charts for additional fencing requirements.

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.

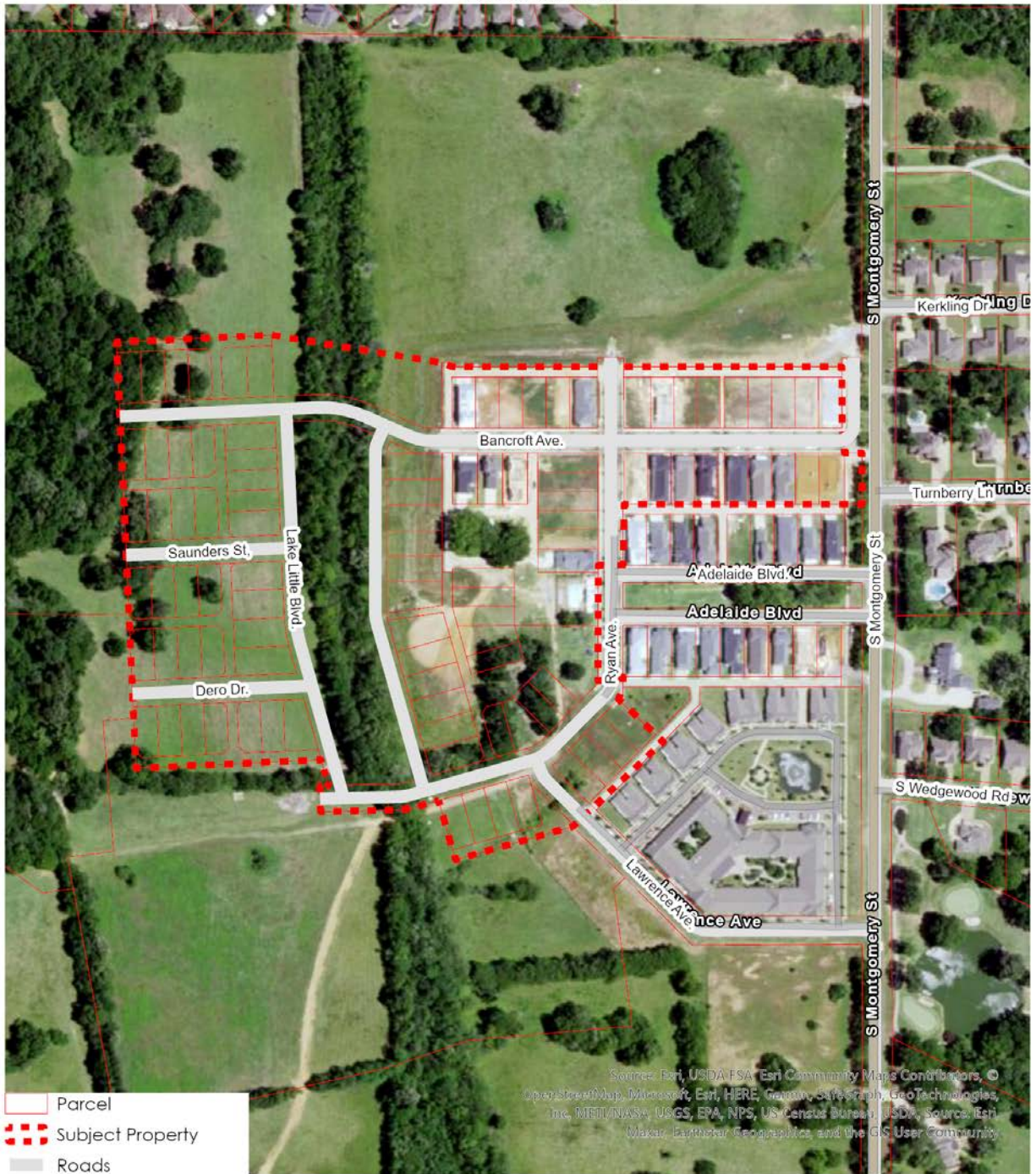
1. 16 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on May 4, 2023.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received 1 phone call requesting information.

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 23-05 Aerial



0 350 700 1,400 Feet



Attachment 2 VA 23-05 Zoning



0 350 700 1,400 Feet



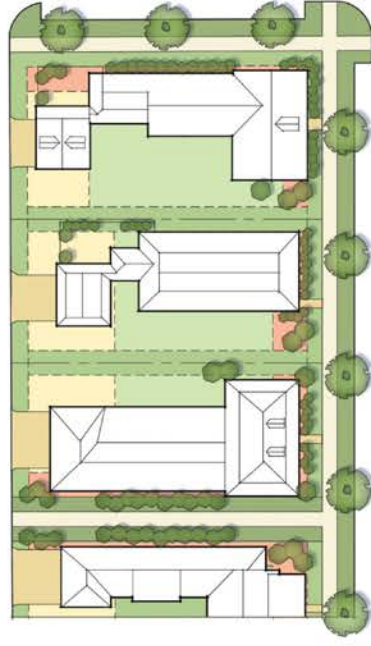
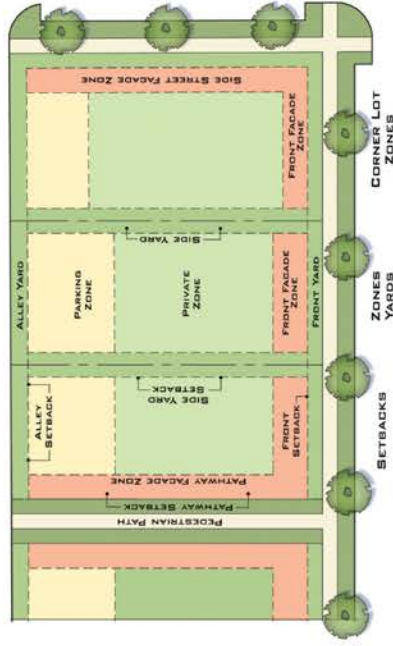
Attachment 3- Adelaide Pattern Book

HISTORIC LIFESTYLE



ADELAÏDE

Cottage Lots



PLACING THE ADELAIDE HOUSE ON THE SITE

ADELAIDE



Lot Type Diagrams



Cottage Lots
Cottage lots vary in size and shape, but are generally 50-60 feet wide and 120 feet deep. The location and dimensions of the zones indicated in the diagrams on this page are typical for Adelaide's Cottage Lots.

Porches are located in the Front Facade Zone with the doorway of the main body also being located on the Front Facade Zone line or within it.

Identical houses may not be repeated on the same street.

Corner lots are slightly tighter to the street than mid-block lots.

21

PAGE

June 14, 2016

Alley Setback: 7 feet for all structures at the Rear Alley and Side Alley.

Side Yard Setback: Adjacent Lots: Minimum 5 feet.

Side Street Setbacks: 6 feet. No part of the structure can be closer than 6 feet to sidewalk.

Side Street Facade Zone: 10 feet deep. The face of the structure must be placed within the Side Street Facade Zone.

On corner lots, side wings and garages should be placed in the Side Street Facade Zone and, with fences or courtyard walls, form a continuous structure within the Side Street Facade Zone to screen the Private Zone from public view. At minimum, 65% of the frontage within the Side Street Facade Zone should contain a residential structure such as a house or garage.

Front Setback: 6 feet.

Front Facade Zone: Corner Lots: 10 feet deep. Mid-Block Lots: 14 feet deep. The main body of the house, and/or front porches, of the front facade shall be no wider than 40' and may be placed anywhere within the Front Facade Zone.

Garages shall be placed within the Parking Zone. For corner lots, garages shall be placed at the Alley Setback. For mid-block lots, garages shall be placed either at the Alley Setback or minimum 18 feet from the alley property line. Only single garage doors are allowed.

Pathway Setbacks: 0 feet, or no closer than 6 feet to the Pedestrian Path.

Pathway Facade Zone: 8 feet. The face of the structure must be placed within the Pathway Facade Zone.

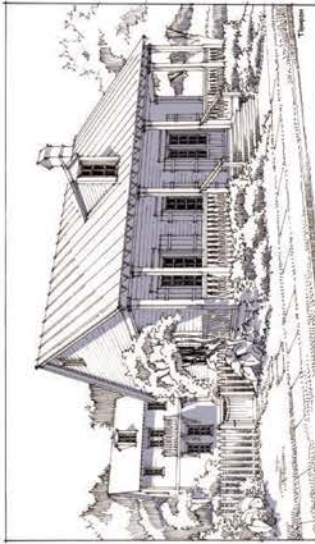
Side Wings within the Front Facade Zone shall be no more than one and one-half stories and positioned by a 45 degree line from the front corners of the main body (not porch) to the rear of the Front Facade Zone.

Private Zone fences shall be a maximum of 6 feet high. They may be 100% opaque except along the Alley. They may extend to and be placed on property lines between lots, but shall be held within the front and rear setbacks of the Private Zone.

Front Driveways are not permitted.

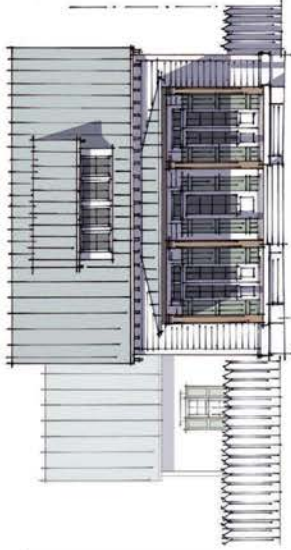
Front Walks shall be a minimum of 3 feet 6 inches wide and be perpendicular to the Main Body of the house.

Front Yard Fences and Hedges are strongly encouraged in order to reduce the height of the front porch (see p. 29), and shall be a maximum of 3 feet. Maximum opacity for fences or low walls within this 3 foot 6 inch high plane is 60%. Front Yard Fences and Hedges should be continuous around the perimeter of the Front Yard, set between 6 inches and 2 feet from the sidewalk, and should have a gate or opening at the front walk.



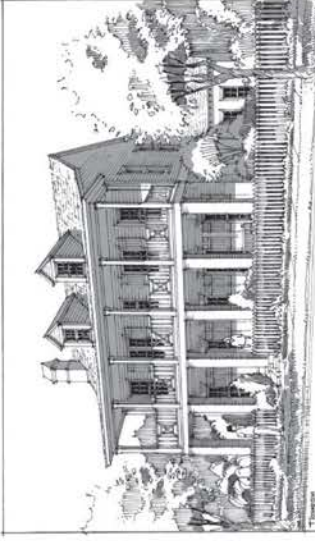
Sugar Shack I

3 BR 3 1/2 BA | 2,546 SF Living
Thompson Placemaking | 601-955-4094



Sugar Shack II

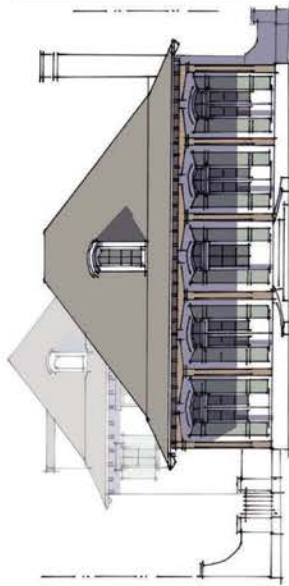
3 BR 2 1/2 BA | 2,393 SF Living
Thompson Placemaking | 601-955-4094



Rabbit Manoir I

4 BR 2 1/2 BA | 2,671 SF Living
Thompson Placemaking | 601-955-4094

ADELAIDE



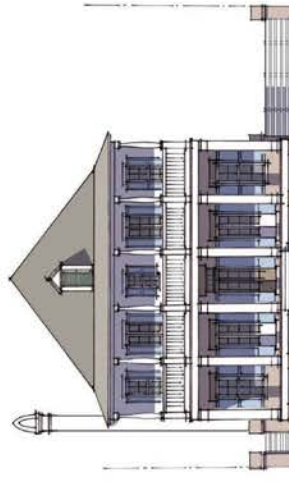
File' Gumbo

3 BR 3 1/2 BA | 2,646 SF Living
Thompson Placemaking | 601.955.4094



Cajun Sideyard

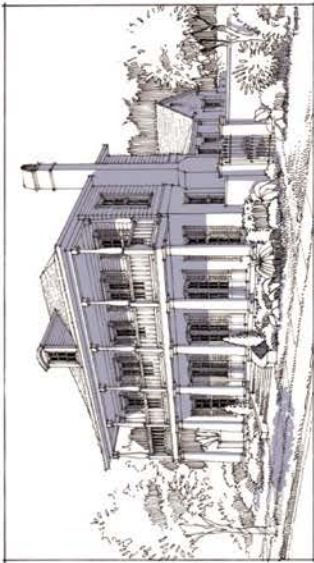
3 BR 3 1/2 BA | 2,200 SF Living
Thompson Placemaking | 601.955.4094



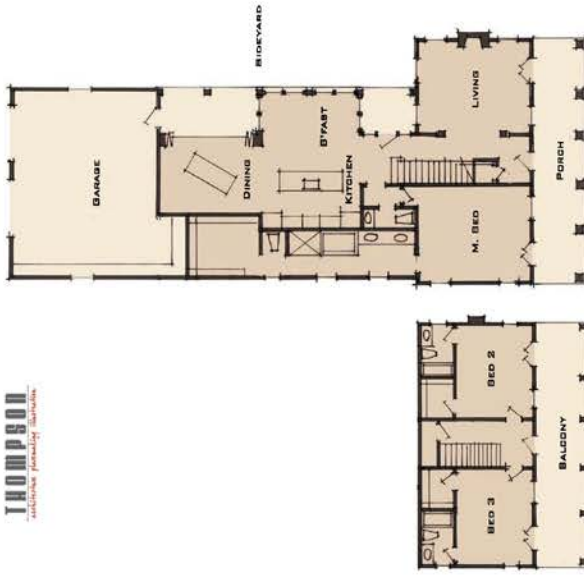
Rabbit Manoir II

4 BR 2 1/2 BA | 2,671 SF Living
Thompson Placemaking | 601.955.4094

ADELAIDE

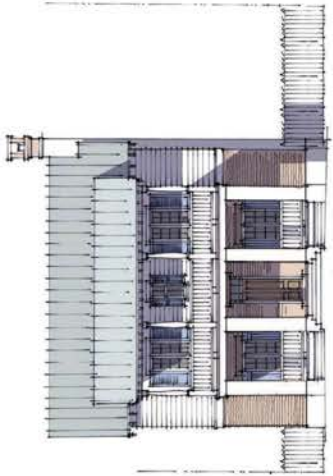


THOMPSON
architectural planning & interiors



Le Roux

3 BR 3 1/2 BA | 2,532 SF Living
Thompson Placemaking | 601.955.4994

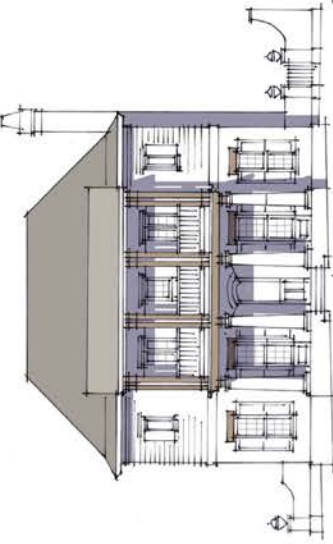


THOMPSON
architectural planning & interiors

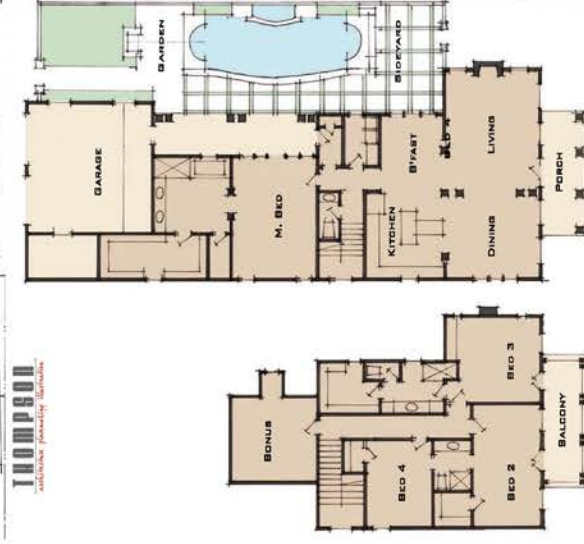


Acadian Hollow

4 BR 2 1/2 BA | 2,489 SF Living
Thompson Placemaking | 601.955.4994



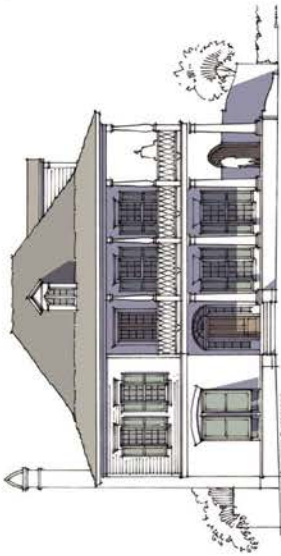
THOMPSON
architectural planning & interiors



Lagniappe I

4 BR 3 1/2 BA | 3,395 SF Living
Thompson Placemaking | 601.955.4994

ADELAIDE

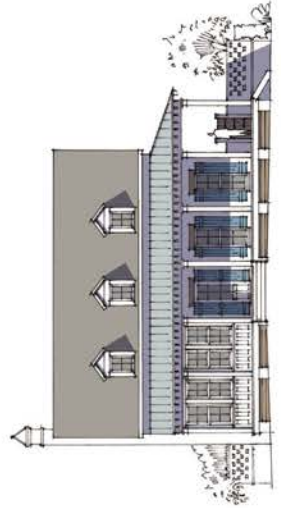


THOMPSON
architectural planning illustrations



Adelaide I

4 BR 3 1/2 BA | 4,033 SF Living
Thompson Placemaking | 601.955.4094



THOMPSON
architectural planning illustrations



Adelaide II

4 BR 3 1/2 BA | 4,084 SF Living
Thompson Placemaking | 601.955.4094



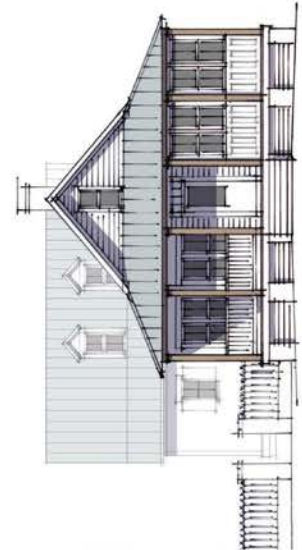
THOMPSON
architectural planning illustrations



Adelaide III

3 BR 3 1/2 BA | 3,197 SF Living
Thompson Placemaking | 601.955.4094

ADELAIDE

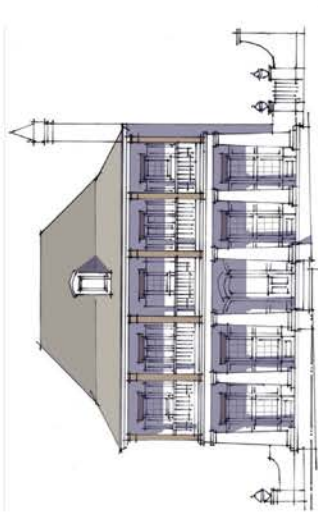


THOMPSON
architectural planning illustration



Manchu

3 BR 3 BA | 2,350 SF Living
Thompson Placemaking | 601.955.4094



THOMPSON
architectural planning illustration



Louisiana Boy

4 BR 2 1/2 BA | 2,489 SF Living
Thompson Placemaking | 601.955.4094



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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: June 6, 2023
PAGE: Page 1 of 20

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 307 Apple Street Starkville, MS 39759, with the parcel number 118P-00-116.00, 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 307 Apple Street, Starkville, MS 39759, with the parcel number 118P-00-116.00, was performed by Code Enforcement Officer Alexandra Nash on Wednesday, April 12, 2023, and re-inspection on Saturday, April 29, 2023 by Code Enforcement Officer Alexandra Nash. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and 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 Wednesday May 17, 2023. Notification letters of the public hearing were sent on Wednesday May 17, 2023, to the property tax payer/owner *Eliza Davis McDonald 307 Apple Street Starkville, MS 39759* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

The final inspection was done by Officer Alexandra Nash before submission of documents on Friday May 26, 2023, at approximately 14:29.

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 307 Apple Street Starkville, MS 39759, with the parcel number 118P-00-116.00, 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.

Property Link OKTIBBEHA COUNTY, MS

Current Date 4/26/2023

Tax Year 2022
Records Last Updated 4/25/2023

PROPERTY DETAIL

OWNER MCDONALD ELIZA DAVIS
307 APPLE ST

STARKVILLE MS 39759

ACRES : **NA**
LAND VALUE : 10000
IMPROVEMENTS : **NA**
TOTAL VALUE: 10000
ASSESSED : 1500

PARCEL 118P-00-116.00
ADDRESS 307 APPLE ST

TAX INFORMATION

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	82.67	0.00	83.91
CITY	45.20	0.00	45.88
SCHOOL	99.00	0.00	100.49
TOTAL	226.87	0.00	230.28 1.50% Penalty

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR
MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 5110
PPIN 008308
SECTION 34
TOWNSHIP 19N
RANGE 14E

LEGAL LOT 29E CITY BLOCK 17
MAP 118P DB/PG 243/144

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2021	5-M INVESTMENTS LLC	NOT REDEEMED
2020	MJOHNSON RD LLC	NOT REDEEMED
2019	MERRITT INC	8/30/2022 MCDONALD ELIZA DAVIS
2018	INVICTUS INVESTMENTS LLC	NOT REDEEMED
2017	DEWEESE ROBERT BRENT	NOT REDEEMED
2016	SMITH DAVID B	NOT REDEEMED
2015	S & S PROPERTIES LLC	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](#)



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Eliza Davis McDonald
307 Apple St
Starkville, MS 39759

Case No. 23-000127
Issued: April 19, 2023

VIOLATION LOCATION

307 Apple St
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on April 13, 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 April 29, 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:

Alexandra Nash, Code Enforcement Officer

RECIPIENTS: Eliza Davis McDonald

Violations Listing

Unsafe Structures and Equipment [IPMC 2021 Section 111]

Reported By: Alexandra Nash on Apr 12, 2023 at 3:00 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 Alexandra Nash at the first initial inspection performed by Code Enforcement Officer Alexandra Nash, which was done on Wednesday, April 12, 2023 at approximately 14:39.

(CALL CARD)

Call Sheet Report

STARKVILLE POLICE DEPT

Call # 23-012966	Dispatcher EPPS, J
Date/Time 4/12/2023 14:39:08	Disposition NO ACTION
Type CODE ENFORCEMENT	Zone 1
Priority LOW	
How Rcvd OFFICER INITIATED	
Sent to Dispatch 04/12/2023 14:39:29	

Call To Location
307 APPLE ST STARKVILLE MS

Locations	
Address	Location Type
307 APPLE ST STARKVILLE MS	CALL LOCATION

Notes		
Entered By	Date/Time	Note
PEREZ, S	04/12/2023 15:01:37	23-000127
PEREZ, S	04/12/2023 14:56:31	DAMAGE ALL AROUND HOUSE
PEREZ, S	04/12/2023 14:56:02	DILAPADATED STRUCTURE LOTS OF OVERGROWTH
EPPS, J	04/12/2023 14:39:08	State: MS Plate Type: PC Plate Year: 2023

Officers					
Officer	S PEREZ	Agency	STARKVILLE PD	Primary Officer	Y for Unit C6
Assigned	14:39:08	Enroute	14:39:08	Arrived	14:39:08
To Station		At Station		De-assigned	
Case Numbers		Disposition	NO ACTION		
		Cleared	15:02:38	Total Time	00:23:30

Officer	A NASH	Agency	STARKVILLE PD	Primary Officer	Y for Unit C7
Assigned	14:40:17	Enroute	14:40:18	Arrived	14:40:19
To Station		At Station		De-assigned	
Case Numbers		Disposition	NO ACTION		
		Cleared	15:02:38	Total Time	00:22:19

Photographs taken of this property show overgrowth as well as some garbage, old car tires, sheet metal, broken pieces of concrete and bricks, etc. It is not only a nuisance but a danger to those who live in the area.





The photographs below were taken by Officer Alexandra Nash at the first initial inspection performed by Code Enforcement Officer Alexandra Nash, which was done on Saturday, April 29, 2023 at approximately 11:06.

(CALL CARD)

Call Sheet Report									
STARKVILLE POLICE DEPT									
Call #	23-015058				Dispatcher	EPPS, J			
Date/Time	4/29/2023 11:06:14				Disposition	NO ACTION			
Type	CODE ENFORCEMENT				Zone	1			
Priority	LOW								
How Rcvd	OFFICER INITIATED								
Sent to Dispatch	04/29/2023 11:06:46								
Call To Location									
307 APPLE ST STARKVILLE MS									
Locations									
Address					Location Type				
307 APPLE ST STARKVILLE MS					CALL LOCATION				
Notes									
Entered By		Date/Time		Note					
PEREZ, S		04/29/2023 11:10:58		PHOTOS TAKEN					
EPPS, J		04/29/2023 11:06:14		State: MS Plate Type: PC Plate Year: 2023					
Officers									
Officer		S PEREZ		Agency		STARKVILLE PD		Primary Officer Y for Unit C6	
Assigned 11:06:14		Enroute 11:06:14		Arrived 11:06:14		De-assigned		Cleared 11:11:55 Total Time 00:05:41	
To Station		At Station		Disposition		NO ACTION			
Case Numbers									
Officer A NASH									
Assigned 11:06:50		Enroute 11:07:00		Arrived 11:07:01		De-assigned		Cleared 11:11:55 Total Time 00:04:54	
To Station		At Station		Disposition		NO ACTION			
Case Numbers									

The photos attached below show that no attempts have been made to correct any violations.





Photographs below were taken by Officer Alexandra Nash Wednesday May 17, 2023, at approximately 16:34. 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)

MCDONALD, ELIZA DAVIS
307 APPLE ST
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 118P-00-116.00

307 Apple St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **June 6, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 307 Apple 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 Sheet Report

STARKVILLE POLICE DEPT

Call # 23-017266
Date/Time 5/17/2023 13:33:14
Type CODE ENFORCEMENT
Priority LOW
How Rcvd PHONE
Sent to Dispatch 05/17/2023 13:33:22

Dispatcher MULLEN, T
Disposition CALL COMPLETED- NO REPORT
Zone

Call To Location
110 W MAIN ST STARKVILLE MS 39759

Locations

Address
110 W MAIN ST STARKVILLE MS 39759

Location Type
CALL LOCATION

Notes

Entered By	Date/Time	Note
MULLEN, T	05/17/2023 13:36:16	Vehicle Registration Query Submittal

Officers

Officer A NASH

Agency STARKVILLE PD

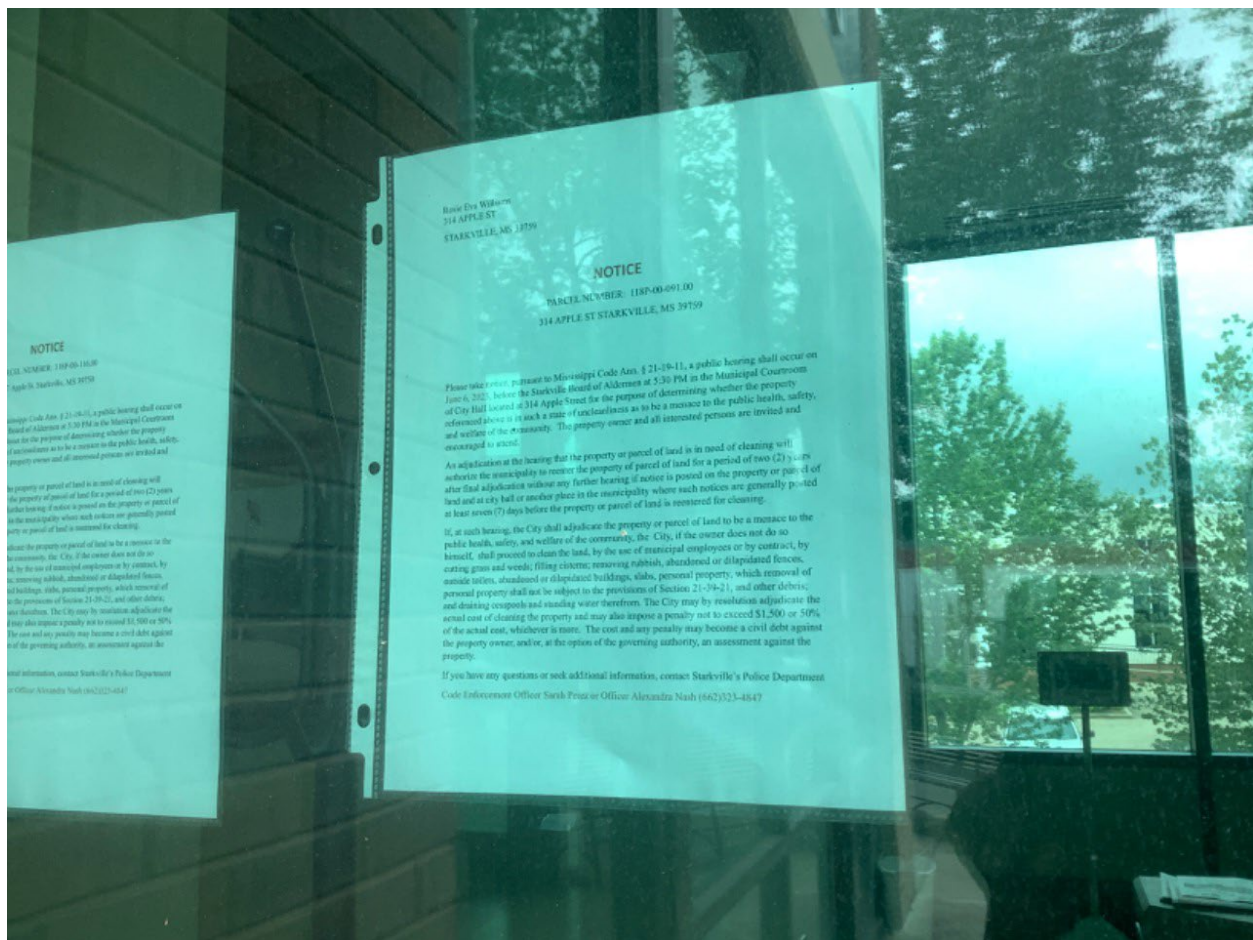
Primary Officer Y for Unit C7

Assigned 13:33:25 **Enroute** 13:33:27 **Arrived** 13:33:27 **De-assigned** **Cleared** 14:22:59 **Total Time** 00:49:32

To Station **At Station** **Disposition** CALL COMPLETED- NO REPORT

Case Numbers





(POSTED ON THE FRONT OF THE PROPERTY)

Call Sheet Report

STARKVILLE POLICE DEPT

Call #	23-017276	Dispatcher	SMITH, K
Date/Time	5/17/2023 16:34:52	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	1
Priority	LOW		
How Rcvd	OFFICER INITIATED		
Sent to Dispatch	05/17/2023 16:35:27		

Call To Location
307 APPLE ST STARKVILLE MS

Locations

Address
307 APPLE ST STARKVILLE MS

Location Type
CALL LOCATION

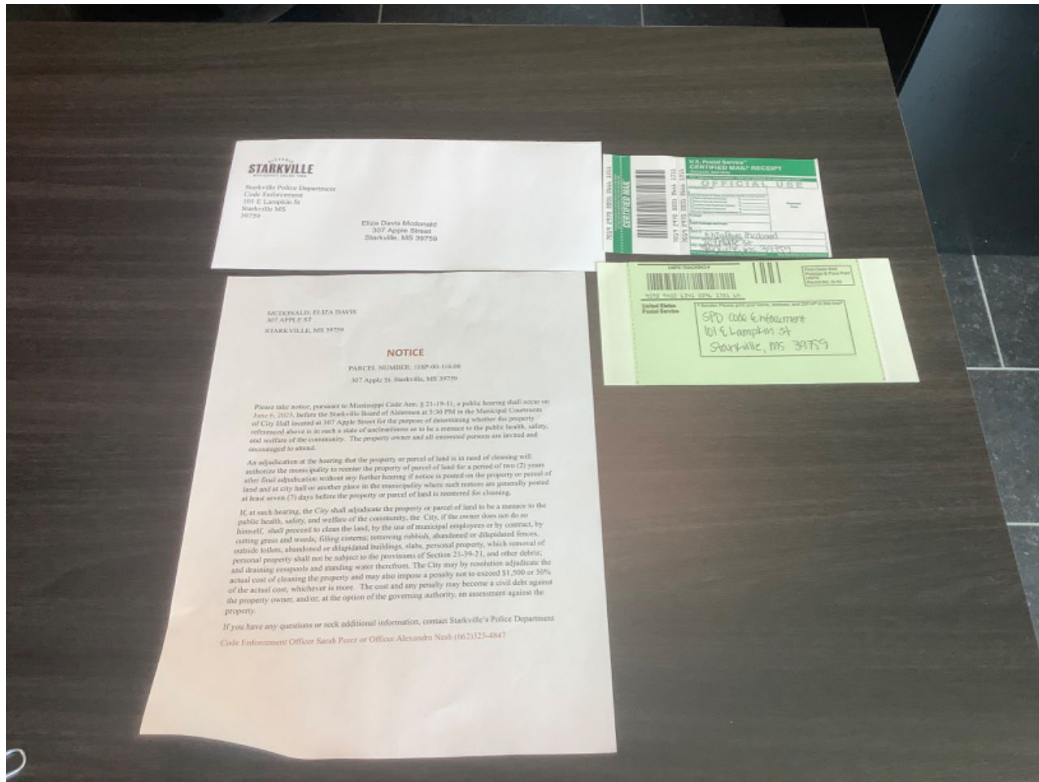
Notes

Entered By	Date/Time	Note
SMITH, K	05/17/2023 16:43:51	NOTICE POSTED 10-8



The photographs below were taken by Officer Nash at the third inspection on Wednesday May 17, 2023

(PHOTOS OF CERTIFIED MAIL SENT)



Photographs below were taken by Officer Alexandra Nash one week before submission of documents on Friday May 26, at approximately 14:30Z.

(CALL CARD)

Call Sheet Report					
STARKVILLE POLICE DEPT					
Call #	23-018377		Dispatcher	BAPTIST, B	
Date/Time	5/26/2023 14:29:30		Disposition	NO ACTION	
Type	CODE ENFORCEMENT		Zone	1	
Priority	LOW				
How Rcvd	PHONE				
Sent to Dispatch	05/26/2023 14:29:41				
Call To Location					
307 APPLE ST STARKVILLE MS					
Locations					
Address			Location Type		
307 APPLE ST STARKVILLE MS			CALL LOCATION		
Notes					
Entered By	Date/Time	Note			
BAPTIST, B	05/26/2023 14:54:35	UNITS 10/8			
PEREZ, S	05/26/2023 14:31:06	NO CHANGE BEING MADE			
PEREZ, S	05/26/2023 14:30:58	PHOTOGRAPH BEING TAKE			
Officers					
Officer	A NASH		Agency	STARKVILLE PD	
Assigned	14:30:02	Enroute	14:30:03	Arrived	14:30:04
To Station	At Station		Disposition	NO ACTION	
Case Numbers					
				Primary Officer	Y for Unit C7
				Cleared	14:54:39 Total Time 00:24:35

(PHOTOGRAPHS OF PROPERTY)











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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: June 6, 2023
PAGE: Page 1 of 19

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 314 Apple Street Starkville, MS 39759, with the parcel number 118P-00-091.00, 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 314 Apple Street. Starkville, MS 39759, with the parcel number 118P-00-091.00, was performed by Code Enforcement Officer Alexandra Nash on Wednesday, April 12, 2023, and re-inspection on Saturday, April 29, 2023 by Code Enforcement Officer Alexandra Nash . Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and 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 Wednesday May 17, 2023. Notification letters of the public hearing were sent on Wednesday May 17, 2023, to the property tax payer/owner *Rosie Eva Williams 320 North Washington Street. Starkville, MS 39759* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

The final inspection was done by Officer Alexandrqna Nash before submission of documents on Friday May 26, 2023, at approximately 14:19.

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 314 Apple Street Starkville, MS 39759, with the parcel number 118P-00-091.00, 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.

118P-0091.00 Card 1 of 1 Date Printed 09/07/2022 SECOND BAPTIST CHURCH									
Alt: Map: TD 5110 STR 34 19N 14E Block 00 Oktibbeha County Tax Assessor									
314 APPLE ST Card 1 of 1 STARKVILLE MS 39759									
Field Work by /00/ PPIN 15208									
Land Value Buildings Total Value									
12000 2440 14440									
Lot Size Acres Use Code									
1110									
DEED-20 159 10/20/2014									
ALL	/								
Type	Size	Price	D/F	Adj	Desc	\$/ft	Value	C	
	1.00X	1	12000			12000.00	12000	2	
Bld	Type	Foun	dati	Class	Uni	Base Area	Adjust Area	Base Rate	Adjusted Cost per Ft
1	RESIDENCE	PIER	H/E+	82		1104	1119	40.06	32.85 38.43
									48884
									5 1950
									2440 39 2
									9110
									Extras
									1 1 STORY
									3990
	Exterior Walls		Roof Type			Roof Material		Floors	
1	WOOD & SHEATING	33	GABLE			8 ASP SHINGLE		4 DOUBLE PINE	10
									1 GGH
									1037
									1 TOTAL EXTR
									5881
	Interior Walls		Interior Ceiling			Plumbing Electricity		Adjustments	
1	DRYWALL	24				AVERAGE	8	AVERAGE	3





City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Rosie Eva Williams
320 N Washington St
Starkville, MS 39759

Case No. 23-000128
Issued: April 19, 2023

VIOLATION LOCATION

314 Apple St
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on April 19, 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 April 29, 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:

Alexandra Nash, Code Enforcement Officer

RECIPIENTS: Rosie Eva Williams

Violations Listing

Unsafe Structures and Equipment [IPMC 2021 Section 111]

Reported By: Alexandra Nash on Apr 12, 2023 at 3:55 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 Alexandra Nash at the first initial inspection performed by Code Enforcement Officer Alexandra Nash, which was done on Wednesday, April 12, 2023 at approximately 15:04.

(CALL CARD)

Call Sheet Report									
STARKVILLE POLICE DEPT									
Call #	23-012969				Dispatcher	EPPS, J			
Date/Time	4/12/2023 15:04:43				Disposition	NO ACTION			
Type	CODE ENFORCEMENT				Zone	1			
Priority	LOW								
How Rcvd	OFFICER INITIATED								
Sent to Dispatch	04/12/2023 15:05:00								
Call To Location									
314 APPLE ST STARKVILLE MS									
Locations									
Address					Location Type				
314 APPLE ST STARKVILLE MS					CALL LOCATION				
Notes									
Entered By		Date/Time		Note					
PEREZ, S		04/12/2023 15:09:33		MULTIPLE WHOLES IN HOUSE					
PEREZ, S		04/12/2023 15:09:24		OVER GROWTH AROUND HOUSE					
PEREZ, S		04/12/2023 15:09:18		FRONT DOOR WAS SECURED					
PEREZ, S		04/12/2023 15:09:07		PHOTOGRAPHS TAKEN					
EPPS, J		04/12/2023 15:06:29		OPEN DOOR					
EPPS, J		04/12/2023 15:04:43		State: MS Plate Type: P C Plate Year: 2023					
Officers									
Officer		A NASH		Agency		STARKVILLE PD		Primary Officer Y for Unit C7	
Assigned 15:04:43		Enroute 15:04:43		Arrived 15:04:43		De-assigned		Cleared 15:12:00 Total Time 00:07:17	
To Station		At Station		Disposition		NO ACTION			
Case Numbers									
Officers									
Officer		S PEREZ		Agency		STARKVILLE PD		Primary Officer Y for Unit C6	
Assigned 15:06:16		Enroute 15:06:17		Arrived 15:06:18		De-assigned		Cleared 15:12:00 Total Time 00:05:42	
To Station		At Station		Disposition		NO ACTION			
Case Numbers									

Photographs taken of this property show overgrowth, open door, oning and ceiling falling, holes front and back of house. It is not only a nuisance, but a danger to those who live in the area.







The photographs below were taken by Officer Alexandra Nash at the first initial inspection performed by Code Enforcement Officer Alexandra Nash, which was done on Saturday, April 29, 2023 at approximately 11:14.

(CALL CARD)

Call Sheet Report									
STARKVILLE POLICE DEPT									
Call #	23-015060				Dispatcher	EPPS, J			
Date/Time	4/29/2023 11:14:00				Disposition	NO ACTION			
Type	CODE ENFORCEMENT				Zone				
Priority	LOW								
How Rcvd	OFFICER INITIATED								
Sent to Dispatch									
Call To Location									
314 APPLE STREET									
Locations									
Address					Location Type				
314 APPLE STREET									
Notes									
Entered By	Date/Time			Note					
PEREZ, S	04/29/2023 11:14:41			NO CHANGE					
PEREZ, S	04/29/2023 11:14:17			PHOTOGRAPHS TAKEN					
PEREZ, S	04/29/2023 11:14:08			CHARLIE 7 OUT W ITH					
Officers									
Officer	S PEREZ			Agency	STARKVILLE PD			Primary Officer	Y for Unit C6
Assigned	11:14:00	Enroute	11:14:00	Arrived	11:14:00	De-assigned		Cleared	11:15:03 Total Time 00:01:03
To Station		At Station		Disposition	NO ACTION				
Case Numbers									
Officer	A NASH			Agency	STARKVILLE PD			Primary Officer	Y for Unit C7
Assigned	11:14:09	Enroute	11:14:13	Arrived	11:14:15	De-assigned		Cleared	11:15:03 Total Time 00:00:48
To Station		At Station		Disposition	NO ACTION				
Case Numbers									

The photos attached below show that no attempts have been made to correct any violations.



Photographs below were taken by Officer Alexandra Nash Wednesday May 17, 2023, at approximately 16:34. 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)

Rosie Eva Williams
314 APPLE ST
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 118P-00-091.00
314 APPLE ST STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **June 6, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 314 Apple Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662)323-4847

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

Call Sheet Report

STARKVILLE POLICE DEPT

Call #	23-017266	Dispatcher	MULLEN, T
Date/Time	5/17/2023 13:33:14	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
Priority	LOW		
How Rcvd	PHONE		
Sent to Dispatch	05/17/2023 13:33:22		

Call To Location
110 W MAIN ST STARKVILLE MS 39759

Locations

Address	Location Type
110 W MAIN ST STARKVILLE MS 39759	CALL LOCATION

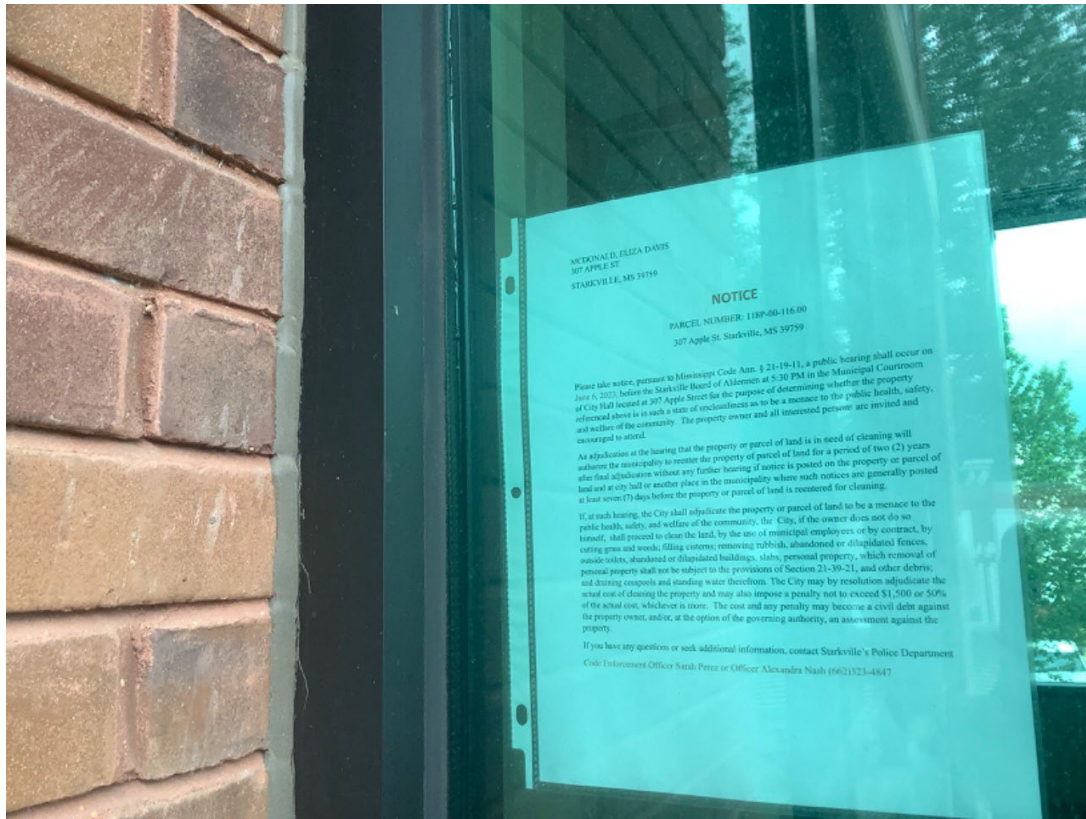
Notes

Entered By	Date/Time	Note
MULLEN, T	05/17/2023 13:36:16	Vehicle Registration Query Submitted

Officers

Officer	A NASH	Agency	STARKVILLE PD	Primary Officer	Y	for Unit	C7
Assigned	13:33:25	Enroute	13:33:27	Arrived	13:33:27	De-assigned	
To Station		At Station		Disposition	CALL COMPLETED- NO REPORT	Cleared	14:22:59
Case Numbers						Total Time	00:49:32



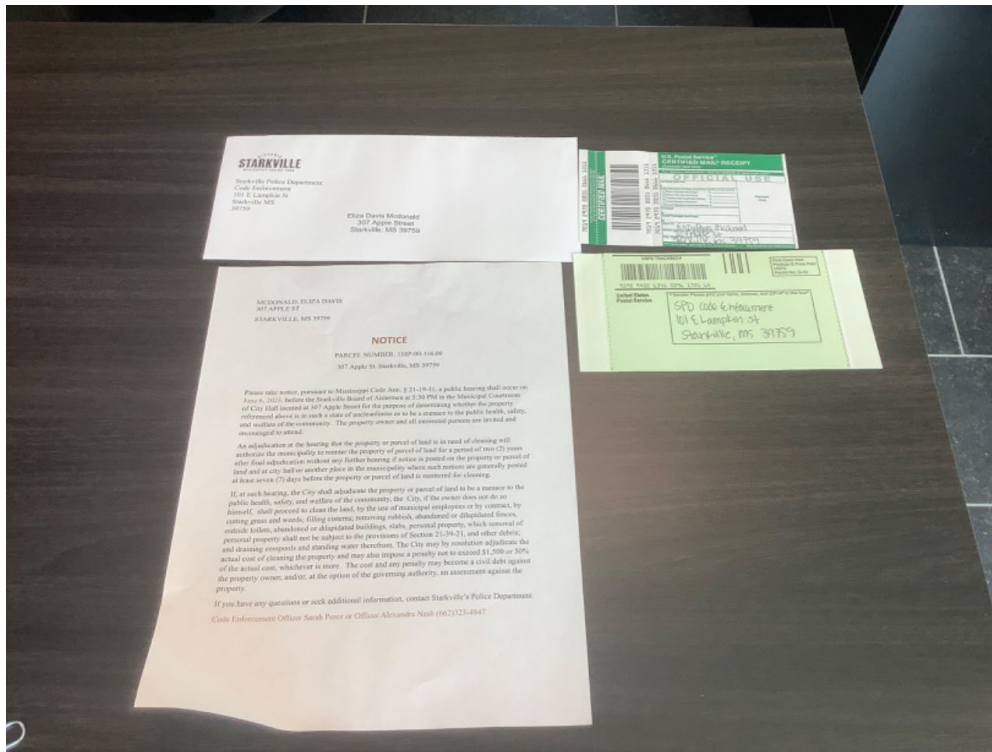


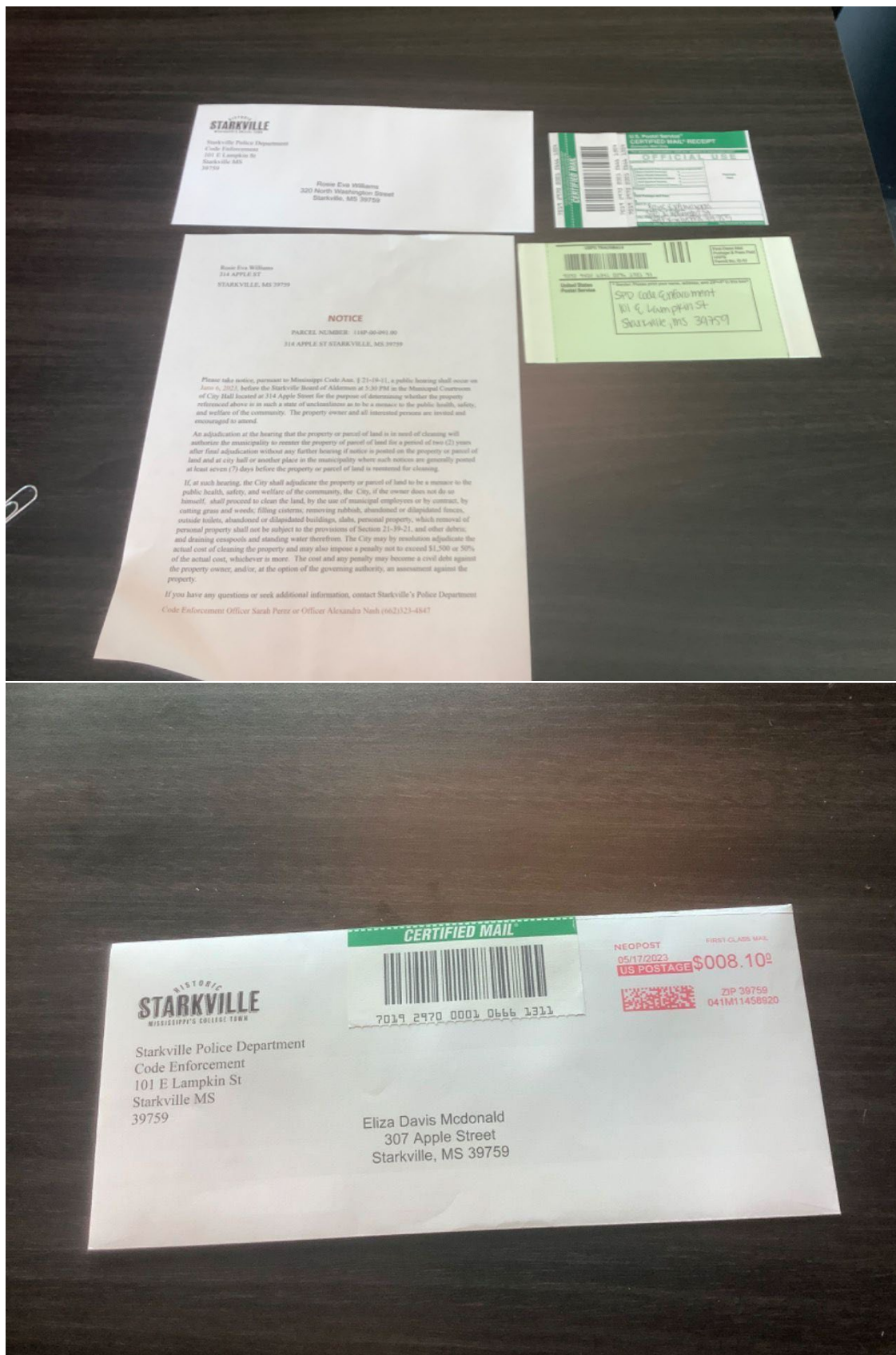
(POSTED ON THE FRONT OF THE PROPERTY)



The photographs below were taken by Officer Nash at the third inspection on Wednesday May 17, 2023

(PHOTOS OF CERTIFIED MAIL SENT)





Photographs below were taken by Officer Alexandra Nash one week before submission of documents on Friday May 26, at approximately 14:302.

(CALL CARD)

Call Sheet Report									
STARKVILLE POLICE DEPT									
Call #	23-018372				Dispatcher	MULLEN, T			
Date/Time	5/26/2023 14:19:40				Disposition	CALL COMPLETED- NO REPORT			
Type	CODE ENFORCEMENT				Zone				
Priority	LOW								
How Rcvd	OFFICE R INITIATED								
Sent to Dispatch									
Call To Location									
314 APPLE STREET									
Locations									
Address					Location Type				
314 APPLE STREET									
Notes									
Entered By	Date/Time			Note					
PEREZ, S	05/26/2023 14:29:51			10-8					
PEREZ, S	05/26/2023 14:29:42			23-000128					
PEREZ, S	05/26/2023 14:20:40			NO CHANGES HAVE BEEN MAE					
PEREZ, S	05/26/2023 14:20:33			TOOK PHOTOGRAPHS					
PEREZ, S	05/26/2023 14:20:26			UPDAT CASE					
Officers									
Officer	S PEREZ			Agency	STARKVILLE PD		Primary Officer	Y	for Unit C6
Assigned	14:19:40	Enroute	14:19:40	Arrived	14:19:40	De-assigned	Cleared	14:29:57	Total Time 00:10:17
To Station	At Station		Disposition		CALL COMPLETED- NO REPORT				
Case Numbers									
Officer	A NASH			Agency	STARKVILLE PD		Primary Officer	Y	for Unit C7
Assigned	14:22:16	Enroute	14:22:18	Arrived	14:22:20	De-assigned	Cleared	14:29:57	Total Time 00:07:37
To Station	At Station		Disposition		CALL COMPLETED- NO REPORT				
Case Numbers									

(PHOTOGRAPHS OF PROPERTY)









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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 6, 2023
PAGE: Page 1 of 44

SUBJECT:

First Public Hearing for amending the Unified Development Code.

SUMMARY:

The Unified Development Code was adopted on December 19, 2019, and last amended on April 4, 2023. The proposed amendments are as follows:

Proposed Revisions to the Unified Development Code June 2023		
Amendment Number	Section Number	Description of Revision
1	3.3.8	Added reapproval process for conceptual master plans
2	3.6.1	Added administrative adjustments for sidewalks for alternate locations and fee-in-lieu
3	3.7.5	Revised variance for sidewalks
4	5.2	Revised building width requirement to allow for a special exception
5	13.3.6	Adding convenience stores and gas stations as a permitted use with a special exception in TN-N, T5-C, and T5-U zoning districts
6	13.9.10	Added a new section for Portable Storage Containers and Construction Dumpsters
7	14.6.2.8.6	Moved open space requirements for landscape from Section 14.13 to Development Standards Chart
8	14.10.15	Removed references to utility trailers, construction dumpsters, and temporary storage containers from section
9	14.11.4	Revised sidewalk requirements to specific streets as proposed in the <i>City of Starkville Bicycle and Pedestrian Network Master Plan</i>
10	14.13.3	Added statement to clarify healthy plants are required at the time of planting
11	14.13.5	Moved open space requirements to Development Standards Chart
12	15.1.13	Added requirement to show home pad grading on infrastructure plan
13	15.2.2	Added requirement for designating haul routes for construction
14	15.3.3	Revised sidewalk requirements for new subdivisions and removed fee-in-lieu statement (added to other sections)
15	15.4.1	Added additional requirements for a geotechnical report and additional asphalt for construction traffic
16	16.8.3	Added requirements for a control measure permit
17	16.9.1	Added language to clarify stormwater requirements in a developer's agreement
18	16.9.2	Added language to clarify stormwater requirements in a developer's agreement
19	16.10.3	Revised "jurisdiction" to "corporate limits"
20	16.10.5	Added requirements for remodeling existing buildings in a floodway

There are a total of two public hearings with the Board of Aldermen. The second public hearing and consideration will be on June 20, 2023. Both Public hearings were advertised on May 21, 2023, and May 30, 2023, in the Starkville Daily News.

FOR MORE INFORMATION CONTACT:

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Amendment #1: “3.3.8 Expiration” of the City of Starkville Unified Development Code is hereby *amended* as follows:

3.3.8 Expiration

The conceptual master plan approval shall be valid for two (2) years unless an approved and active site plan for the property has been issued or a final plat has been approved. An expired conceptual master plan may be reapproved at the discretion of the Board of Aldermen.

Amendment #2: “3.6.1 Adjustments” of the City of Starkville Unified Development Code is hereby *amended* as follows:

3.6.1 Adjustments

Only the following requirements and the amounts stated are to be considered for administrative adjustments:

A. Lot Coverage.

Increase of up to five (5) percent of the maximum building coverage allowance.

B. Building Setback

1. Setbacks in form-based districts

- a. Increase of up to five (5) feet of a required maximum front or side setback adjacent to street.
- b. Decrease of up to two (2) feet of a required minimum front or side setback adjacent to street.

2. Setbacks in non-form-based districts

- a. Increase of up to five (5) feet of a required maximum front, side, or rear setback adjacent to a street if a minimum distance of ten (10) feet from any adjacent structure is maintained.
- b. Decrease of up to two (2) feet of a required minimum front, side, or rear setback adjacent to a street if a minimum distance of ten (10) feet from any adjacent structure is maintained.

C. Lot Frontage Buildout

1. Decrease of up to ten (10) percent of the lot frontage buildout requirement at the front or side setback adjacent to street.
2. For existing lots, the minimum decrease necessary to allow the applicant to meet the required side setbacks

D. Minimum Lot Width.

A decrease of up to five (5) feet for any existing lot within a TN-E or MDU-9 zoning district from the minimum lot width requirements for a residential or mixed-use development

E. Access Drives and Driveway Width

1. Increase of up to five (5) feet of the maximum driveway width for shared driveways serving multiple units or when fire service cannot be provided from the street.
2. Increase the width of a driveway up to a maximum width of 30 feet for lots located within a SD-2 or SD-6 zoning district when accessing a garage or carport with three or more car bays.
3. Increase in minimum curb radii for industrial or other similar uses when the applicant provides engineering documentation including truck turning templates that necessitate a larger radius for the curb return

F. Required Amount of Parking.

Increase or decrease up to ten percent (10%) from the number of required spaces based on the use.

G. Parking Setbacks.

Decrease of up to five (5) feet of a required primary or side street parking setback for form-based districts only. All other districts will require a variance.

H. Parking Lot Layout.

1. Parking space width.

A decrease of up to six (6) inches in parking space width, but maintaining a minimum overall width of nine (9) feet. The minimum width of parallel parking spaces is not eligible for administrative adjustments.

2. Parking space length.

A decrease of up to six (6) inches in parking space length except for parallel and perpendicular parking spaces.

3. Drive aisle width.

A decrease of up to six (6) inches in drive aisle width.

I. Required Amount of Parking.

An increase or decrease less than ten percent (10%) from the minimum or maximum number of required spaces.

J. Location of Recreational vehicles and equipment.

Maybe permitted on a hard surface on the side of the front yard if applicant demonstrates that the vehicle cannot be located in the side yard, rear yard, garage, carport, or an enclosed building due to physical constraints of the subject property. Physical constraints shall include existing trees, excessive grades, limited side yard width, HVAC equipment and existing utilities. The removal of existing trees in order to accommodate the parking requirements is not required or preferred.

K. Building Width.

Increase of up to ten (10) percent of the maximum street facing building width.

L. Articulation in Building Facade.

Decrease of up to 5 (5) percent of the required wall variation length.

M. Transparency.

An increase or decrease of up to five (5) percent of the minimum or maximum amount of required transparency.

N. Ground Floor Elevation

1. An increase or decrease of up to one (1) foot of a required minimum or maximum ground floor elevation for ADA accessibility.
2. Ground floor elevation shall however be no lower than two (2) feet above the base flood elevation.

O. Story Height

1. Decrease of up to one (1) foot of a required minimum ground story floor height in form-based districts.
2. Increase maximum building height up to five (5) feet.

P. Subdivision Requirements

1. Blocks, Lots, Access.

Administrative adjustments may be appropriate where topographic changes are too steep, where existing buildings, streams, or other natural or man-made obstructions exist, or site layout of developed properties prevent cross-access, where adjoining uses are incompatible, or where strict compliance with this Unified Development Code would pose a safety hazard.

2. **New Streets.** Administrative adjustments may be appropriate when an existing building would impede roadway expansion; when transitioning from a different street section; or where strict compliance with this Unified Development Code and City of Starkville Standards of Design & Specifications would pose a safety hazard.

Q. Requirements of The City of Starkville Standards of Design and Specifications.

1. Administrative adjustments may be appropriate for minor changes to methods, materials, and numerical values used in engineering calculations as long as it meets the intent of the requirement and does not compromise the quality of improvements, increase long-term maintenance or sacrifice the safety of the public, as determined by the City Engineer.
2. Decrease in access point spacing up to ten (10) percent
3. Decrease in access and driveway alignment up to five (5) feet
4. Sidewalk Requirements. All administrative adjustments for sidewalks shall be approved by the City Engineer prior to being authorized by the City Planner. The types of administrative adjustments for sidewalks are as follows:
 - a. ~~Secondary Streets. Sidewalks along secondary streets may not be required if it is determined that the construction associated with the~~

~~placement of the sidewalk would adversely affect the character of the neighborhood and not provide a substantial increase in access to the area serviced by the proposed sidewalk.~~ **Alternate Location.** The applicant shall construct a sidewalk within the general vicinity of the project that is of equal or greater area than the required sidewalk. The location of the alternate sidewalk route shall be determined by the City Engineer. Alternate sidewalk routes of lesser area may be allowed as approved by the City Engineer and ADA Coordinator if said route provides a logical and needed sidewalk connection. If an alternate sidewalk route cannot be agreed upon, the fee in lieu option shall be used.

- b. ~~Combining Sidewalks. If it is determined that sidewalks would be difficult or impractical to locate on both sides of an existing or proposed street, an enlarged sidewalk may be located on just one side of the street. Size of the sidewalk will be based on the need of the area serviced by the sidewalk.~~ **Fee in Lieu.** A fee shall be paid before issuing a Certificate of Occupancy or Final Plat to cover the cost of construction of a required sidewalk. The fee shall be equal to the installed cost of the sidewalks based on unit prices. The fee in lieu cost shall be determined either by a signed and sealed engineering cost estimate for the materials and construction of the sidewalk or two hundred percent (200%) of the value of the concrete sidewalk only, as measured by the total area and multiplied by the Mississippi Department of Transportation (MDOT) quarterly posted construction bid average price for concrete sidewalk. The unit price used to determine the installation cost shall be reviewed and approved by the City Engineer. All fee in lieu payments shall be used for the design and construction of new sidewalks or the replacement of existing sidewalks in areas of the city where the existing sidewalk system can be extended or completed.
- c. ~~Relocation of Required Sidewalk. If it is determined that a sidewalk along a primary street and/or secondary street would be difficult or impractical to construct, a new sidewalk or renovation to an existing sidewalk in the general area of the property may be allowed.~~

Amendment #3: “3.7.5 Variance Requests Related To Sidewalk Installation” of the City of Starkville Unified Development Code is hereby *amended* as follows:

3.7.5 Variance Requests Related To Sidewalk Installation

A. Criteria for sidewalk variance review and approval.

1. The review and approval of all sidewalk variances except in form-based zoning districts shall be based on criteria as listed in Section 3.7.1.
2. The review and approval of all sidewalk variances in form-based zoning districts shall be based on criteria as listed in Section 3.7.1 and Section 3.7.2.

B. ~~Requirements for~~ Variance approval.

Where the Board of Aldermen determines that construction of sidewalks would not be feasible and grant a variance to the sidewalk requirements, one of the ~~two (2)~~ options ~~shall~~ may be required

1. **Fee in Lieu.** Either the stated or modified fee as calculated in Section 3.6.1.Q.4.b

~~A fee shall be paid prior to the issuance of a Certificate of Occupancy or Final Plat to cover the cost of constructing a required sidewalk. The fee shall be equal to installation cost of the sidewalks based on unit prices. The unit prices shall be determined based upon quarterly posted construction bid averages provided by the Mississippi Department of Transportation (MDOT). The unit price used to determine the installation cost shall be reviewed and approved by the City Engineer. All fee in lieu payments shall~~

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be deposited into a sidewalk specific account to be used for the sole purpose of design and construction of new sidewalks or the replacement of existing sidewalks in areas of the city where the existing sidewalk system can be extended or completed.

2. **Alternate Sidewalk Route.** A reduction in the size of the required sidewalk per Section 3.6.1.Q.4.a for an alternate route or a different location for an alternate route as required by the City Engineer. The applicant shall construct a sidewalk within the area of the project that is of equal or greater size than the required sidewalk. The location of the alternate sidewalk route shall be as determined by the City Engineer. If an alternate sidewalk route cannot be agreed upon, the fee in lieu option shall be used.
3. **No Sidewalk Required.** No sidewalk shall be required for that location for the current project associated with the variance request but may be required by future projects, phases, and/or ordinances.

Amendment #4: “5.2 Base Dimensional Standards” of the City of Starkville Unified Development Code is hereby *amended* as follows:

5.2 Base Dimensional Standards

Form-Based Districts				
Height	T-4	T-5D	T-5C	T-5U
Building Width- Not Eligible for Variance from Maximum <u>Special Exception required to vary from maximum</u>	T-4	T-5D	T-5C	T-5U

Amendment #5: “13.3.6 - Commercial” of the City of Starkville Unified Development Code is hereby *amended* as follows:

13.3.6 - Commercial

Commercial	Residential Use Districts							Commercial / Industrial Use Districts				Form-Based Districts				Special Districts			O-Use Categories					
	R N	S D -2	S D -6	T N - N	T N -E	M D U-9	M D U-20	C N	C	C R	I	T-4	T-5 D	T-5 C	T-5 U	S-M	S-I	S-E	O - T N D	O - C D	O -I	O - C	O -E	O - T N
Convenience Store and Gas Station sec 13.7.8	--	--	--	SE	--	--	A	A	A	A	--	--	--	SE	SE	--	--	--	--	A	A	--	--	--

P = Permitted Use A= Permitted Use with Additional Standards UE = Use Exception SE = Special Exception -- =Not Permitted

Amendment #6: “13.9.10 Portable Storage Containers And Construction Dumpsters” of the City of Starkville Unified Development Code is hereby *amended* as follows:

13.9.10 Portable Storage Containers And Construction Dumpsters(*Amended*)

A. Definitions

1. **Portable Storage Container** -any container, including, but not limited to, a single storage unit, cargo container, shipping container, semi-trailer, truck box, rail car, shed like container, or other portable structure, (other than a permanent accessory building as defined in this code) that is used for the temporary storage of items and property of any kind, and which is located for such purposes outside an enclosed building.
2. **Construction Dumpster** - any container used for waste associated with any type of construction.

B. Permitting

1. A permit shall be required for the placement and use of any portable storage container on private property in any residential zoning district that is in place for more than ten (10) days.
2. A permit shall be required for the placement and use of any portable storage container on private property or within the right-of-way in any residential, commercial, or mixed-use zoning district that is associated with commercial activity.
3. A permit shall be required to place a construction dumpster on private property or within the right-of-way in any residential zoning district. An active permit issued by the building department for on-site activity is required to be eligible for a construction dumpster permit. The Building Official shall have the discretion to waive the permit requirements for construction dumpsters not associated with an active permit.
4. Permits for portable storage containers and construction dumpsters are only valid for the location for which the permit was issued.
5. Valid Permit shall be displayed on the portable storage container or dumpster, and be visible from the street side.

C. Portable Storage Containers on Private Property

1. No more than one portable storage container shall be on a property at any given time.
2. A portable storage container shall not remain on a property in excess of thirty (30) consecutive calendar days and shall not be placed at any one property in excess of sixty (60) days in a twelve (12) month period, except for construction purposes.
3. Portable storage containers for construction purposes are permitted during ongoing construction on a property for which a building permit has been issued and remains valid, and work is actively progressing. Such portable storage containers shall be removed from that property within seven calendar days of the final inspection or occupancy permit being issued pursuant to the building permit.
4. A portable storage container shall not be placed closer than five (5) feet to any property lines and within five (5) feet of the nearest wall of any building.
5. A portable storage container shall be placed on a hard surface such as asphalt, concrete, or compacted gravel. If no such location is available on the property, an alternate location shall be applied for and may be approved by the Building Official.
6. An extension to the time limit for placement of a portable storage container may be granted, provided that such extension shall not be for more than thirty (30) calendar days and that no more than two (2) extensions shall be granted in any given calendar year.
7. On application, the Community Development Department may waive or modify the provisions of this section and allow such placement of portable storage containers as it determines is reasonable and necessary to address

unusual or exceptional circumstances including but not limited to casualty or natural disaster.

8. No portable storage containers will be allowed which are not maintained in good repair and free from deterioration, graffiti, or other damage.

D. Construction Dumpsters on Private Property

1. A construction dumpster shall not remain on a property in excess of thirty (30) consecutive calendar days and shall not be placed at any one property in excess of sixty (60) days in a twelve (12) month period, except for construction purposes.
2. A construction dumpster for construction purposes is permitted during ongoing construction on a property for which a building permit has been issued and remains valid, and work is actively progressing. Such construction dumpsters shall be removed from that property within seven calendar days of the final inspection or occupancy permit being issued pursuant to the building permit.
3. A construction dumpster shall not be placed closer than five (5) feet to any property lines and within five (5) feet of the nearest wall of any building.
4. A construction dumpster shall be placed on a hard surface such as asphalt, concrete, or compacted gravel. If no such location is available on the property, an alternate location shall be applied for and may be approved by the Building Official.
5. An extension to the time limit for placement of a construction dumpster may be granted, provided that such extension shall not be for more than thirty (30) calendar days and that no more than two (2) extensions shall be granted in any given calendar year.
6. On application, the Community Development Department may waive or modify the provisions of this section and allow such placement of construction dumpsters as it determines is reasonable and necessary to address unusual or exceptional circumstances including but not limited to casualty or natural disaster.

E. Portable Storage Containers and Construction Dumpsters within the right-of-way or on City Property

1. The applicant for a Portable Storage Containers and/or Construction Dumpsters Permit shall be responsible for notifying all affected businesses and residences which adjoin the property or properties being served by the dumpster or container prior to initial placement.
2. A portable storage container shall not be larger than eight (8) feet wide, eight (8) feet high, and twenty (20) feet long.
3. Portable Storage Containers and Construction Dumpsters must be placed at least thirty (30) feet from stop signs, stop bars, crosswalks, and street intersections, and at least ten (10) feet from all driveway entrances. A variance may be granted by the City Engineer, upon written request from the applicant, when compliance with this requirement cannot be achieved.
4. Portable Storage Containers and Construction Dumpsters must be placed against the curb or edge of pavement and shall not extend into the travel lane of streets.
5. While the Portable Storage Containers and Construction Dumpsters are occupying the public street right-of-way, any adjacent public sidewalk must remain open and unobstructed.
6. Portable Storage Containers and Construction Dumpsters shall be maintained to ensure a neat and clean appearance. The name and contact information, including phone number, of the dumpster or container company shall be prominently displayed on at least two sides of the dumpster or container.
7. Access to fire hydrants and fire department connections shall not be blocked.
8. Use traffic cones and reflective tape to signal the presence of Portable Storage Containers and Construction Dumpsters on the street at all times.
9. Portable Storage Containers and Construction Dumpsters may be required to be removed from public streets or other public property during approved special events.

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10. The immediate area around any Construction Dumpster shall be kept clean and sanitary at all times. All solid waste must be fully enclosed in the container, with all unit doors kept closed and drain plugs tightly secured.
11. Portable Storage Containers and Construction Dumpsters, once placed at an approved and permitted location, shall not be moved to a nearby location to circumvent any of the requirements of this section.
12. The placement of Portable Storage Containers and Construction Dumpsters within the rights-of-way or on city property is subject to all applicable provisions of the Unified Development Code. Failure, or refusal, by the Applicant or Permittee to abide by the terms and conditions of a Permit shall be grounds for revocation of the Permit.

Amendment #7: “14.6.2.8.6 – Landscape Open Space” of the City of Starkville Unified Development Code is hereby *amended* as follows:

14.6.2.8.6 - Landscape Open Space(*Amended*)

	R N	S D -2	S D -6	T N - N	T N - E	M D U- 9	M D U- 20	C N	C C	C R	I	T - 4	T- 5 D	T- 5 C	T- 5 U	S- M	S - I	S - E	O - T N D	O - C D	O - I	O - C	O - E	O - T N
<u>Open space shall be planted with canopy trees to provide a percentage of canopy coverage of thirty percent (30%)</u>						■	■	■	■													■		

■ = Required, □ = Required for Multi-Unit Residential, Commercial Use, Mixed Use, or Institutional Use, -- = Not Applicable or Not Required

Amendment #8: “14.10.15 Recreational Vehicles And Equipment” of the City of Starkville Unified Development Code is hereby *amended* as follows:

14.10.15 Recreational Vehicles And Equipment

For the purposes of this section, recreational vehicles shall include travel trailers, motor homes, boats, personal watercraft, and all-terrain vehicles. Equipment shall include ~~utility trailers, construction dumpsters, and temporary storage containers.~~ any type of trailer used to haul material or vehicles

- A. Recreational vehicles and equipment shall be stored behind the nearest portion of a building to the street in either the side yard, rear yard, garage, carport, or an enclosed building. For loading and unloading, recreational vehicles and equipment shall be permitted to park anywhere on the property for a maximum of twenty-four (24) hours.
- B. Parking of recreational vehicles and equipment is not permitted on any public street for a period in excess of twenty-four (24) hours.
- C. Recreational vehicles cannot be used as a dwelling or short-term residential rental. Recreational vehicles can be used as temporary sleeping quarters on property that is the primary residence of the property owner during home game weekends for Mississippi State University for a maximum of three (3) nights consecutively and not to exceed thirty (30) days within a calendar year as well as during city-recognized holidays. During this temporary period, one (1) recreational vehicle may be parked in the driveway of an occupied dwelling as long as the vehicle does not block public sidewalks or protrude into the street.
- D. Recreational vehicles shall be allowed on the side of the front yard on a hard surface by Administrative Adjustment.

Amendment #9: “14.11.4 General Requirements” of the City of Starkville Unified Development Code is hereby *amended* as follows:

14.11.4 General Requirements

- A. Sidewalks shall be designed and constructed to comply with the Americans with Disabilities Act and most current version of the Americans with Disabilities Act Accessibility Guidelines. Developments on a corner lot shall be responsible for providing handicapped access curb ramps on the corner.
- B. Required sidewalks shall be located within the right-of-way adjacent to the subject property in accordance with the Sidewalk Area Map (Fig 14.1-7). Sidewalks shall be provided along all public and private streets from lot line to lot line and align with existing sidewalks on adjacent properties. Sidewalks that cannot be located within the right-of-way shall be located as close to the right-of-way as possible in an easement allowing for public access and maintenance. Sidewalk easements width shall be six (6) feet plus the width of the sidewalk.
- C. Unless otherwise specified by the Development Review Committee, sidewalks shall be located closer to the right-of-way line than the back of curb of a street. Thus, creating an area for the planting of sod or other landscape materials.
- D. Sidewalk material shall be in accordance with the Development Standards Chart.
- E. The width of the sidewalk shall be ~~a minimum of five (5) feet except for developments that have additional setback requirements in accordance with Section 5.3~~ as shown on the Sidewalk Area Map (Fig 14.1-7). In locations with higher current or anticipated pedestrian use, a wider sidewalk may be required as deemed necessary by the City Planner and/or the City Engineer.
- F. Sidewalk crossings at any driveway shall provide an ADA compliant connection between the sidewalk ends.
- G. Crosswalks shall be required and striped in conformance with the latest edition of the Manual on Uniform Traffic Control Devices or to the current City standard.
- H. If required, Internal pedestrian circulation shall be provided and meet the requirements of the Development Standards Chart.
- I. **Repair and Maintenance.** Upon issuance of a certificate of occupancy, the city shall be responsible for the repair and maintenance of sidewalks and multi-use paths within public right-of-way. The expense of repairing any sidewalk shall be incurred by the city. Sidewalks not located within a public right-of-way or an approved sidewalk easement, are the responsibility of the property owner. It shall be the responsibility of the property owner to have sidewalks evaluated by city staff prior to any action which may result in damage or removal by an owner, renter, or contractor during work done at a property. Sidewalks that are damaged or removed by direct action shall be repaired/replaced by property owner. The evaluation shall determine whether the sidewalk condition warrants repair or reconstruction.
- J. **Obstructions.** The owner and/or occupant of every lot or premises adjoining any street shall clear and keep all sidewalks or multi-use paths adjoining such lots or premises from any obstructions including, but not limited to, structures, vehicles, materials, debris, vegetation, or other items. The owner and/or occupant shall also keep clear the area which is located directly over the sidewalk, up to a height of eight (8) feet, in a manner which will allow reasonable travel without interference from obstructions as defined above.
- K. **Sidewalk Protection During Construction.** Construction activities adjacent to a public sidewalk shall adhere to the following:
 - 1. **Protection Area.** Sidewalk protection areas shall have a clear unobstructed width of not less than six (6) feet in all areas.
 - 2. **Open Sidewalk.** At the building official’s discretion, the open sidewalk should be separated from the adjacent work zone by a chain link fence or other similar barrier. Any gate in the fence must swing inward toward the work zone. The fence must be properly anchored but cannot be bolted or attached in any similar manner into the sidewalk.
 - 3. **Barricades.** During construction, sidewalks that are not protected by a physical barrier

(curb and cutter, grass strip, etc.), the property owner may be required to provide water filled barricades as determined by the Development Review Committee during site plan review.

4. Sidewalk Overhead Protection (sidewalk bridge, a protective canopy or sidewalk shed). As part of site plan approval, the Development Review Committee may require overhead protection for public sidewalk.

- a. A sidewalk shed must be erected whenever materials will be hoisted over the sidewalk, regardless of building height or horizontal distance between the building and sidewalk. Without a sidewalk shed, no construction operation is allowed over the sidewalk.
- b. Specifications and drawings of the sidewalk shed must be submitted with the traffic control plan during site plan review and, if applicable, lane closure permit application.
- c. The drawing must show the side view, front view, and cross section view of the sidewalk shed.
- d. The sidewalk shed shall have a clear unobstructed ceiling height of not less than eight (8) feet.
- e. Roof materials shall consist of planking no less than the industry standard nominal thickness of two (2) inches, closely laid, made watertight, and covered with exterior grade fire resistant plywood.
- f. Sidewalks within a sidewalk shed shall be lit with approved temporary lighting.
- g. All walking surfaces within a sidewalk shed shall be compliant with the American Disabilities Act Accessibility Guidelines.

L. Permit for obstruction of sidewalk. When and where it shall be necessary in the construction or repair of buildings, structure, or site, the Mayor and Board of Aldermen may approve the issuance of a written permit, not exceeding two (2) months, permitting the applicant to obstruct the free and unimpeded use of the sidewalk. A pedestrian traffic plan shall be required. If the provisions and conditions of permit are not strictly adhered to, a stop work order for the entire project shall be issued.

M. Review and Approval Procedure

1. Sidewalks shall be subject to review and approval as part of the site plan review process.
2. No certificate of occupancy shall be issued until all required sidewalks are completed in accordance with the approved site plan.
3. If required sidewalks are incomplete, a temporary certificate of occupancy may be issued in accordance with section 17.5.2.B.

N. Variance from sidewalk requirements. Any variance from sidewalk requirements in Section 14.11 shall follow the procedures and processes of Section 3.7.5

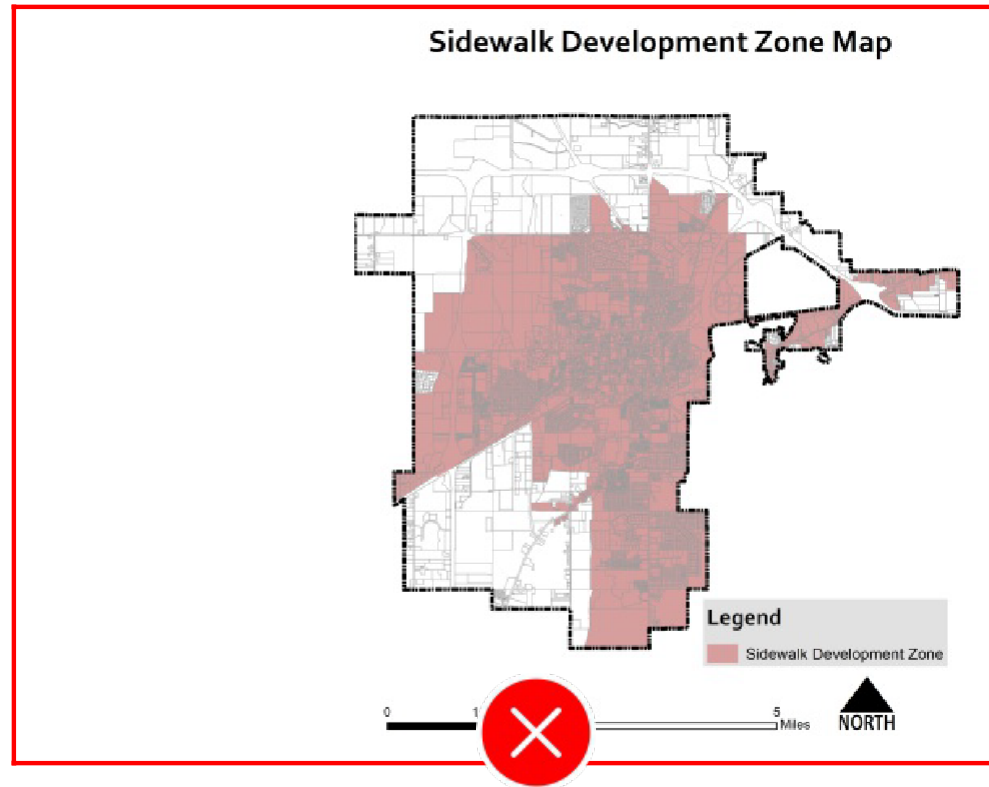
O. Administrative Adjustments from sidewalk requirements. Any administrative adjustments from sidewalk requirements in Section 14.11 shall follow the procedures and processes of Section 3.6.

P. Sidewalk Types Required.

1. If the sidewalk is required to be placed on the opposite side of the street from the subject property, the owner/developer is only responsible for providing fifty percent (50%) of the required length of the sidewalk. If an administrative adjustment is granted, the owner/developer is only responsible for providing either an alternate sidewalk equal to fifty percent (50%) of the area of the required sidewalk or a fee-in-lieu equal to fifty percent (50%) of the calculated amount of the required sidewalk.
2. The following types of sidewalks shall be placed adjacent to the subject property in a location determined by the City Engineer and/or City Planner.
 - a. **Sidewalk Both Sides (5' min)**- A five (5) foot sidewalk is required on both sides of the street.
 - b. **Sidewalk One Side (5' min)**- A five (5) foot sidewalk is required on one side of the street.
 - c. **Shared Use Path (8' min)**- An eight (8) foot wide shared use path is required on one side of the street.
 - d. **Shared Use Path (8' min) with a Sidewalk (5' min)**- An eight (8) foot wide shared use path and a five (5) foot wide sidewalk is required. The location of both the shared use path and sidewalk may be on the same side of the street or opposite sides of the street from each other.

- e. **Sidewalk Both Sides (8' min) Type I-** An eight (8) foot sidewalk is required on both sides of the street as part of the additional setback requirement in Section 5.3
- f. **Sidewalk Both Sides (6' min) Type II-** A six (6) foot sidewalk is required on both sides of the street as part of the additional setback requirement in Section 5.3
- g. **Sidewalk One Side (5' min) Type III-** a five (5) foot sidewalk is required on one side of the street as part of the additional setback requirement in Section 5.3

Fig 14.1



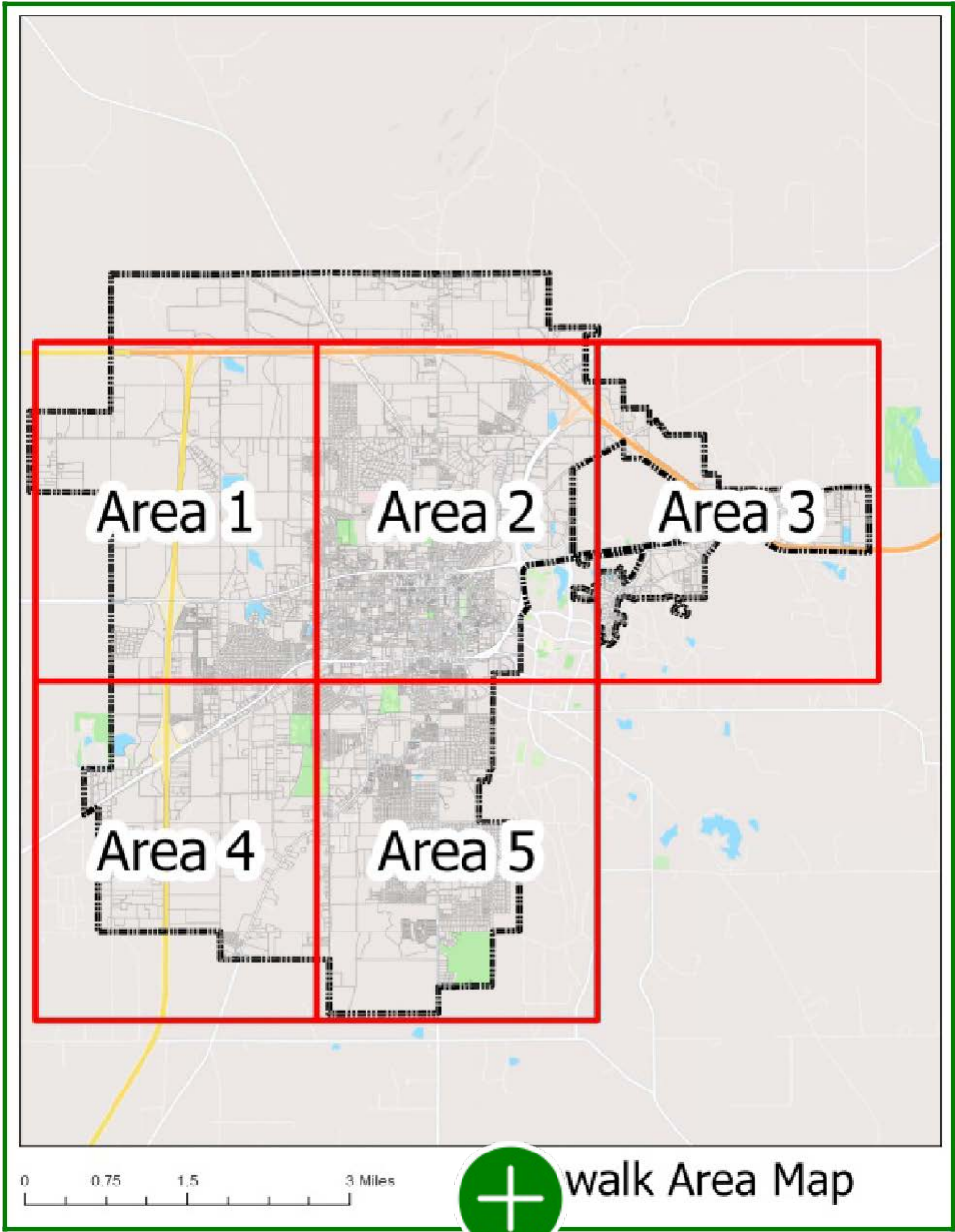


Fig 14.4

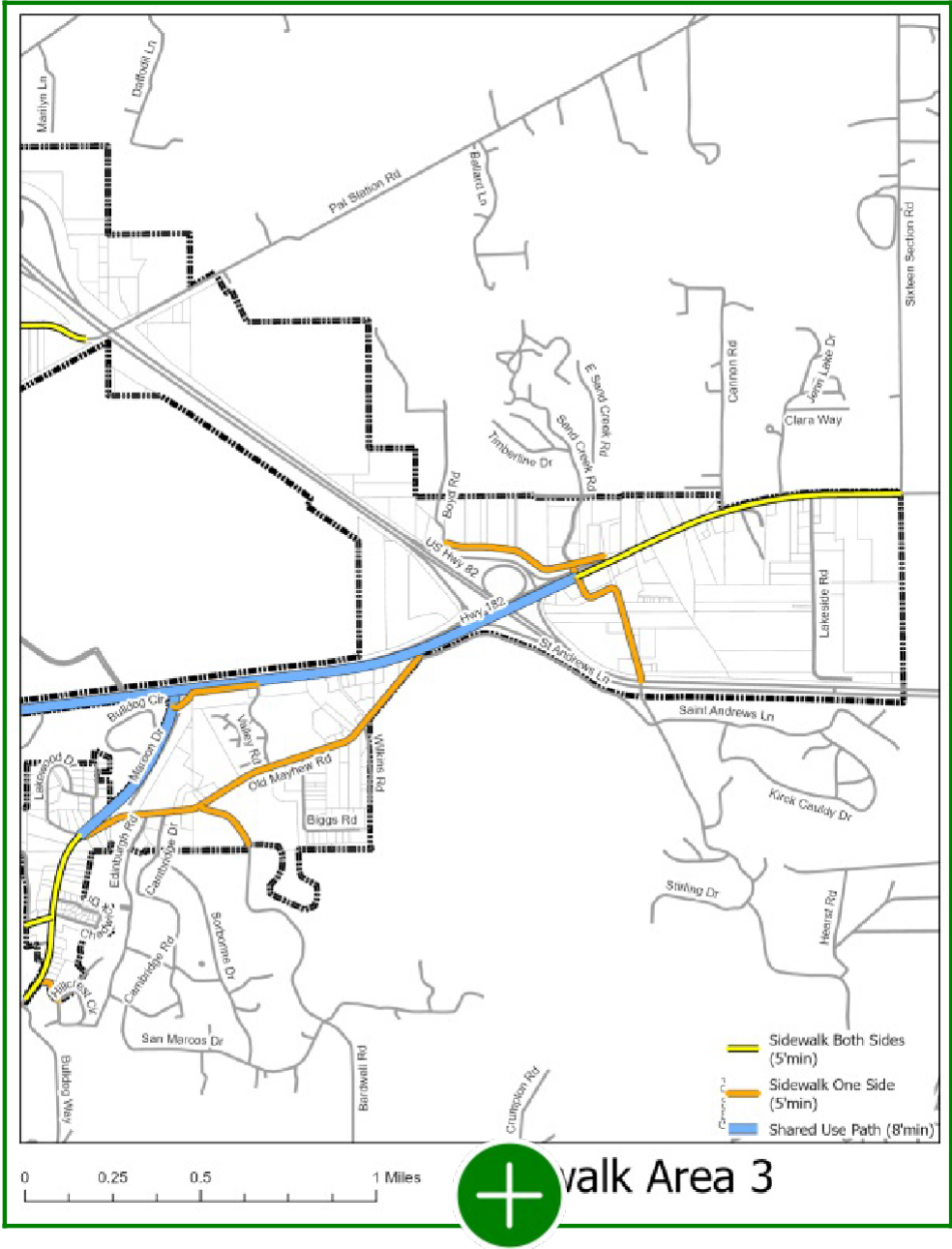


Fig 14.5

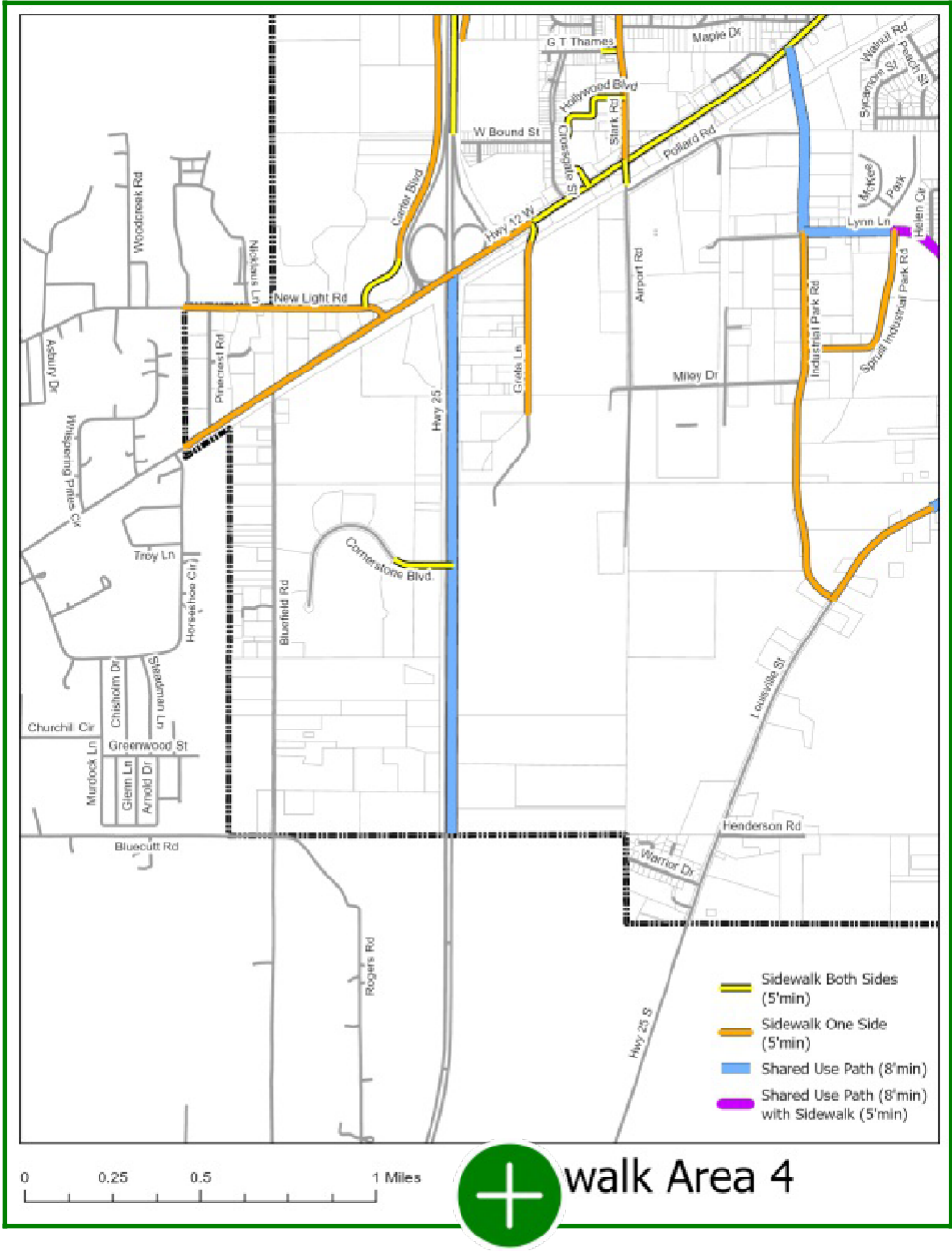
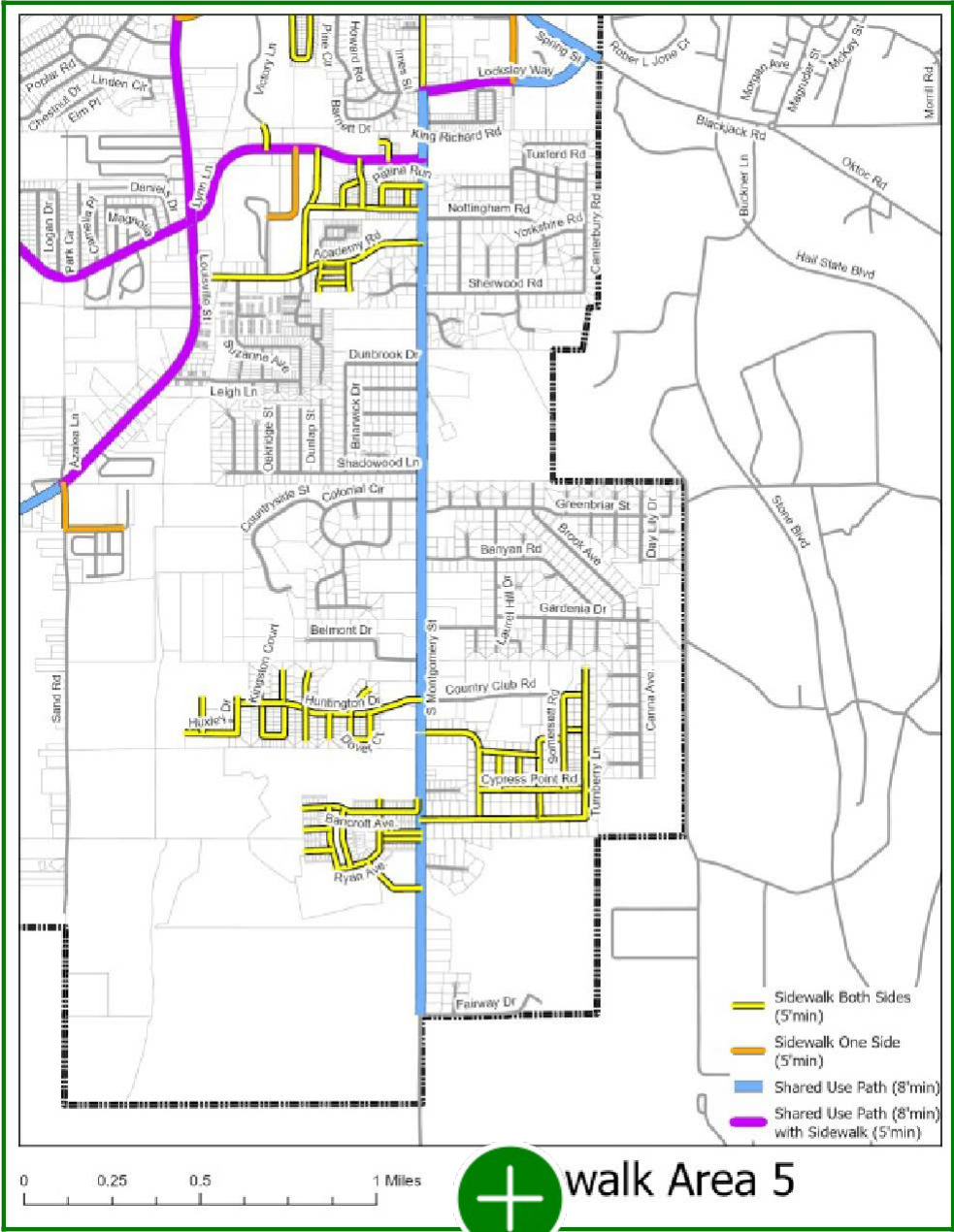


Fig 14.6



Amendment #10: “14.13.3 Plant Quality And Installation” of the City of Starkville Unified Development Code is hereby *amended* as follows:

14.13.3 Plant Quality And Installation

All plant materials shall be of a species adaptive to the Starkville, Mississippi area and shall conform to the standards of the current edition of American Standard for Nursery Stock

A. Plant Quality.

1. Trees, shrubs, and groundcovers shall be nursery grown and meet ANSI Z60.1 Standards. Materials should be free of disease and insect adults, eggs, pupae, or larvae. Plants should have well developed root systems and be free from physical damage or other conditions that would prevent correct growth habits.
2. All grass sod shall be clean and reasonably free of stones or other debris, diseases, or noxious pests and also USDA- certified to be free of insect infestation, especially imported fire ants.
3. Mulch shall be free of stones, debris, disease, and insect adults, eggs, pupae, or larvae.

B. Installation.

1. Landscape installation shall follow the approved site plan or landscape plan, including plant species, locations, sizes, quantities, and other green space requirements. Any proposed modification to the landscape plan of an approved site plan shall be subject to approval by the City Planner.
2. All landscaping materials shall be installed in a professional manner, and according to accepted professional planting procedures. Any landscape material that fails to meet the minimum requirements at the time of installation shall be removed and replaced with acceptable materials.
3. Planting areas that may be compacted or poorly drained such as landscaped parking islands and planting beds around buildings and roadways, should be backfilled with quality soil and organic matter to promote better plant establishment and growth.
4. Irrigation systems are not required but are recommended to help maintain and promote the health and quality of the landscape.
5. All trees, shrubs, and groundcovers shall be in a live and healthy condition as determined by the City Planner prior to issuance of a certificate of occupancy

Amendment #11: “14.13.5 Landscape Standards” of the City of Starkville Unified Development Code is hereby *amended* as follows:

14.13.5 Landscape Standards

The following standards shall apply to all lots in all zoning districts that are being developed, redeveloped, or remodeled that require site plan review by the development review committee.

A. Lot frontage along roadway

1. The frontage along the roadway of all lots that do not contain parking or buildings shall require a landscaped area containing canopy trees.
2. The spacing, height, and quantity of required canopy trees shall be as specified in the Development Standards Chart.
3. If existing overhead utilities located along the property lines are not being proposed to be relocated on an existing site, canopy trees may be replaced with small trees only with the approval of the City Planner.
4. Canopy trees planted within a sidewalk area must have a minimum open area around the base of the tree of four (4) feet by six (6) feet. The open area can be either planted or paved with pervious pavers.
5. A minimum soil volume available for root growth shall be established

under each tree. The minimum required soil volume for a street canopy tree shall be seven-hundred fifty (750) cubic feet with a minimum depth of two (2) feet. The use of soil cells under the pavement is highly encouraged.

6. Within the sight triangle of access to a street, shrubs shall be replaced with approved ground covers. Canopy trees shall be planted as required.

B. Parking lot perimeter islands

1. The perimeter islands shall be planted with canopy trees, shrubs, groundcovers, and/or grass as required. Street screens, unless already required by the zoning district, may be used to reduce the number of required shrubs only with the approval of the City Planner. Perimeter islands with only mulch are not permitted.
2. The spacing and quantity of plant material within perimeter islands shall be as specified in the Development Standards Chart.
3. If existing overhead utilities located along the perimeter parking area(s) are not being proposed to be relocated on the site, canopy trees may be replaced with small trees only with the approval of the City Planner in coordination with the electric utility service provider.
4. Perimeter parking area landscape beds shall be protected from damage by a six (6) inch by six (6) inch concrete curb. Wheel stops cannot be used as the only means of protection unless the perimeter parking area is part of an approved stormwater management plan.
5. The amount of canopy trees and shrubs required may be reduced if it is determined by the City Planner that the proposed trees would adversely affect neighboring trees on adjacent property or right-of-way.

C. Parking lot terminal islands

1. The terminal islands shall be planted with canopy trees, shrubs, groundcovers, and/or grass as required. Terminal islands with only mulch are not permitted.
2. The spacing and quantity of plant material within terminal islands shall be as specified in the Development Standards Chart.
3. Landscape islands shall be protected from damage by a six (6) inch by six (6) inch concrete curb. Wheel stops cannot be used as the only means of protection unless the landscape island is a part of an approved stormwater management plan.
4. If the proposed placement of any utilities or site lighting interferes with the landscape requirements of the terminal island, the terminal island shall be expanded to adequately accommodate the requirements of both. Canopy tree requirements for a landscape island shall not be reduced or removed to accommodate utilities or site lighting.

D. Parking lot interior islands The spacing and quantity of plant material within interior islands shall be as specified in the Development Standards Chart.

1. The interior islands shall be planted with canopy trees, shrubs, groundcovers, and/or grass as required. Interior islands with mulch only are not permitted.
2. Landscape islands shall be protected from damage by a six (6) inch by six (6) inch concrete curb. Wheel stops cannot be used as the only means of protection unless the interior island is part of an approved stormwater management plan.
3. If the proposed placement of any utilities or site lighting interferes with the requirements of the landscape island, the landscape island shall be expanded to adequately accommodate the requirements of both. Canopy tree requirements of a landscape island shall not be reduced or removed to accommodate utilities or site lighting.

E. Parking lot median islands

1. The median islands shall be planted with canopy trees, shrubs, groundcovers, and/or grass as required. Median islands with only mulch are not permitted.
2. The spacing and quantity of plant material within median islands shall be as specified in the Development Standards Chart.
3. Median islands shall have a minimum inside bed area width of five (5) feet

and be planted with a combination of canopy trees, shrubs, and groundcovers. Median islands with a minimum inside bed area width greater than twelve (12) feet can substitute shrubs and groundcover with grass for up to seventy-five percent (75%) of the bed area.

4. If the proposed placement of any utilities or site lighting interferes with the requirements of the median island, the median island shall be expanded to adequately accommodate the requirements of both. The canopy tree requirements of a median island shall not be reduced or removed to accommodate utilities or site lighting.
5. The maximum spacing requirements may be adjusted by the City Planner if existing trees are proposed to be saved with adequate protection from grading and pavement.

F. Open space

1. Open space shall include all areas that are outside of the undisturbed site areas, building(s) footprint, a parking area(s), hardscape areas, stormwater facilities, overhead utility easements, and are not part of the roadway frontage, perimeter parking, and interior parking areas requirements.
2. ~~Open space shall be planted with canopy trees to provide a percentage of canopy coverage of thirty percent (30%).~~
3. Any existing canopy tree with a minimum caliper of ten (10) inches measured at breast height that is proposed to remain and will be properly protected from damage by construction activities can be included in the percentage of canopy coverage for open space requirement. The City Planner has the discretion to determine if a tree is acceptable based on species, location, health, and possible detrimental effects on neighboring property or public property.
4. An existing canopy tree used as part of the percentage of canopy coverage calculation that is lost during or after construction shall be replaced with three (3) canopy trees.

Amendment #12: “15.1.13 General Grading” of the City of Starkville Unified Development Code is hereby *amended* as follows:

15.1.13 General Grading

- A.
 1. All unsightly topographic features will be rounded, leveled, filled or otherwise graded to a pleasant appearance in a configuration commensurate with the overall development.
 2. All trash and debris and other unsightly material will be removed from all premises located within the boundary of the tract of land being subdivided and/or developed. Erosion will be prevented and sediment controlled by the planting of grass and shrubbery or by other remedial procedures.
 3. All building sites and lands immediately adjacent thereto streets and other surfaces shall be graded and shaped in a manner that will cause stormwater to drain away from buildings and away from the subdivision in a natural water course or in a man-made channel acceptable to all parties involved.
 4. Grading and centerline gradients shall be in accordance with plans and profiles approved by the City Engineer.
 5. Maximum slopes allowed in all areas (except stormwater management ponds located as described in Section 16.9 Stormwater Management) shall be 3:1 (Horizontal: Vertical).
 6. The City Engineer may require lot grading for proposed lots including but not limited to house-pads, driveways, etc., if it appears that said lot grading could have an impact on final mass site grading, tie-in slopes, drainage, or any other site features.

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7. All streets shall be graded to a minimum line extending ten (10) feet back of the curb line, with a minimum rise of not less than eight (8) inches, and a maximum of not more than two (2) inches from the top of the gutter.
8. Prior to a final plat or temporary or final certificate of occupancy, all timber, logs, trees, brush, biodegradable matter, and other rubbish shall be removed or otherwise disposed of in accordance with the rules and regulations of the Mississippi Department of Environmental Quality as to leave areas that have been disturbed with a neat and finished appearance.
9. Burning of cleared vegetation and perishable debris is not allowed unless approved by the City Fire Department by issuance from the Fire Marshal of the required burn permit.
10. Damage to existing streets and structures, utilities, trees, or private property shall be repaired and restored to its original condition by the Contractor.

Amendment #13: “15.2.2 Streets” of the City of Starkville Unified Development Code is hereby *amended* as follows:

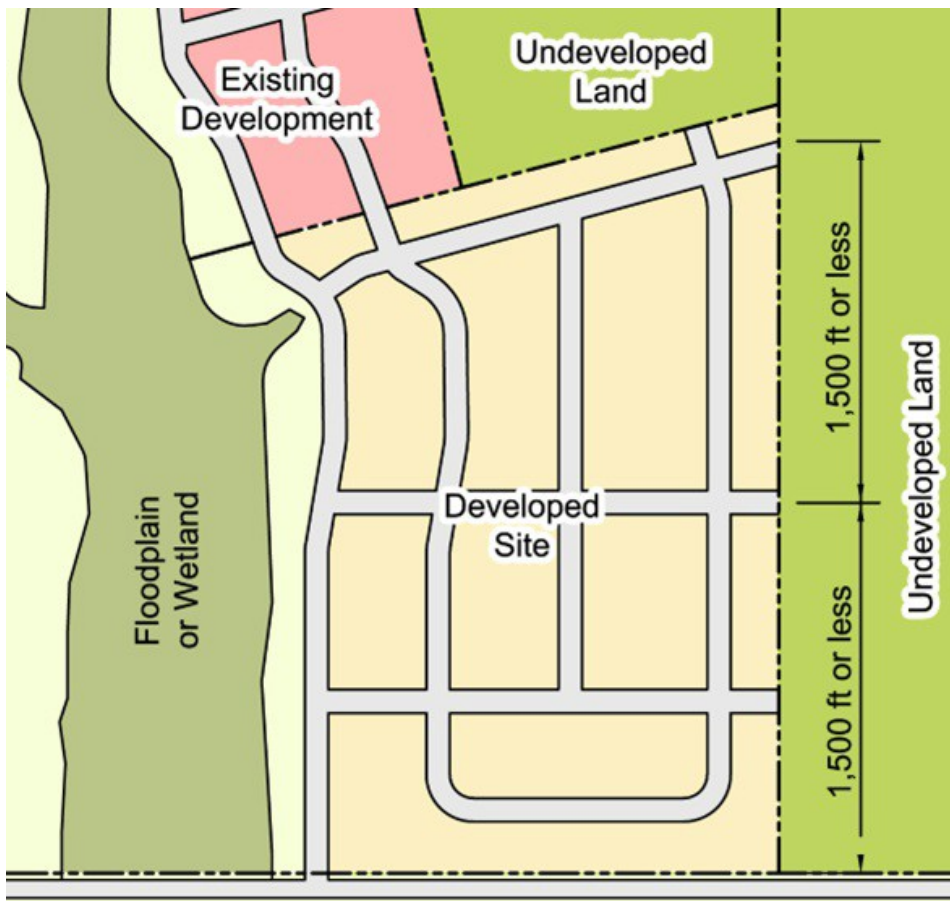
15.2.2 Streets

- A. The City Engineer may require the applicant to prepare and submit a traffic impact study for any proposed site that would generate one-hundred (100) or more total trips during the peak hour of the traffic generator or the peak hour of the adjacent street as outlined and illustrated in the latest versions of the Mississippi Department of Transportation Access Management Manual or for a proposed project which may generate traffic issues.
- B. The Traffic Impact Study format and requirements shall conform to the City of Starkville Standards of Design and Specifications for Subdivisions.
- C. Where the traffic impact study indicates impact greater than the allowable thresholds, the applicant shall prepare and submit a traffic mitigation plan to the City Planner and City Engineer. The mitigation plan shall identify capital projects and phasing strategies that would bring the development impact to within the acceptable thresholds. This plan may identify improvements undertaken by the private sector, the public sector or both. Subdivision preliminary plat approval shall not be granted until the City Planner and City Engineer determines that the plan provides reasonable and adequate mitigation. Factors to be considered include whether: the cost of the mitigation measures exceeds the value of the proposed development; transportation demand management strategies including multi-modal improvements are included; alternative access strategies are considered.
- D. Turning lanes shall be provided at heavily traveled intersections as determined by the City Engineer. It will be the responsibility of the developer to pay for the costs for the roadway improvements; however, the City Board of Aldermen may elect to participate in some of the construction costs upon written request of the developer.
- E. The City Engineer may designate construction haul routes depending on the location and condition of existing roadways.

Amendment #14: “15.3.3 Subdivision Access” of the City of Starkville Unified Development Code is hereby *amended* as follows:

15.3.3 Subdivision Access

- A. **Open Access.** Subdivisions must provide roadways that remain permanently open to the public and provide community-wide access as part of an overall connected street network.
- B. **Connectivity**
Required. Fig 15.3-1



1. Proposed streets must be interconnected and must connect with adjacent streets external to the subdivision in order to provide multiple routes for pedestrian and vehicle trips from, to and within the subdivision.
2. The vehicular access and circulation system for a development shall incorporate the continuation and connection of roadways and/or associated rights-of-way extended or connected to the boundary of the development site from existing or approved adjoining developments. It also shall provide for the extension or connection of proposed internal roadways and associated rights-of-way to those boundaries of the development site that adjoin potentially developable or re-developable land. See Figure 15.3-1.
3. Roadway extensions and connections to adjoining lands shall occur on all principal borders that adjoin undeveloped and re-developable property and shall be spaced at intervals not exceeding one-thousand five-hundred (1,500) feet along each principal boundary direction (north, south, east, west). See Figure 15.3-1.

C. Stub Streets.

1. New developments shall connect to any existing street stubs from adjacent properties and stub to all adjacent properties, unless deemed impractical by the City Engineer and City Planner.
2. Exemptions. Street stubs may not be required where the conditions listed below would prevent connections as determined by the City Engineer and City Planner:
 - a. Topographical conditions in which pre-development slopes of eighteen percent (18%) or greater exist.
 - b. The crossing of a significant physical barrier or environmentally sensitive area (e.g. railroads, watercourses, floodplains, wetlands, etc.) exists.
 - c. Property shape makes such connection impractical.
 - d. Property accessibility where an existing platted subdivision with no stubs exists.
 - e. Incompatible adjacent land uses exist.
3. Stub streets and streets intended for extensions during future phases shall be constructed to extend to the property line or as close to the line as is practical. In all cases, the right-of-way should extend to the boundary line.

4. It shall be the responsibility of the second development to construct the connection to an existing stub street, even if the stub street is beyond the development's boundary line.
5. Stub streets shall not exceed one-hundred and fifty (150) feet in length without a paved turnaround (permanent or temporary). The Final Subdivision Plat shall be recorded stating that future connection is possible at any stub streets and streets intended for extension during future phases. A sign shall be installed at the terminus of the roadway that informs neighboring property owners that the roadway is intended to be extended in the future (e.g. "Street may be extended by authority of the City of Starkville").

D. Spite Strips. Spite or Reserve strips which are strips of land preventing access to the right-of-way at the terminus of, or adjacent to, existing or proposed roads shall not be permitted.

E. Development Accessibility.

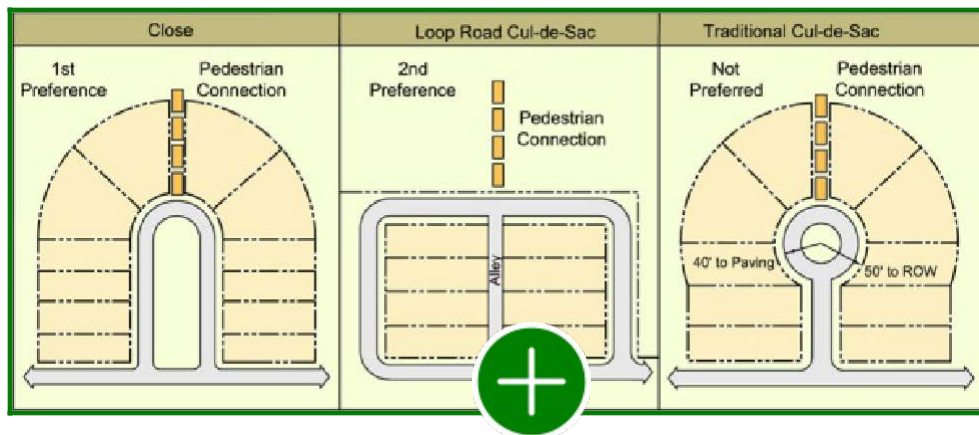
1. Any residential development with eighty (80) or more homes, more than two-hundred and fifty (250) bedrooms, or a development larger than twenty (20) acres shall have at least two (2) separate access roads. All phases of development should be considered.
2. Access road entrances shall be separated by a minimum of one-hundred and fifty (150) feet, although a shorter distance may be considered if recommended and approved by the Development Review Committee (DRC). A boulevard with a median will not be considered as two (2) separate emergency access road

F. Access Designation. The City Engineer and City Planner shall review the street system for the proposed subdivision and shall classify all proposed streets in one of the categories listed in the City of Starkville Standards for Design & Specifications.

G. Dead-End Streets & Cul-de-sac Alternatives. Dead end streets and cul-de-sacs are prohibited unless approved by the City Engineer and City Planner and comply with the following alternative designs and standards:

1. Alternative design solutions, such as close (first preference) or a loop road cul-de-sac (second preference) are preferable to a traditional cul-de-sac which contains a center island. See Figure 15.3-2.

[Fig 15.3-2](#)

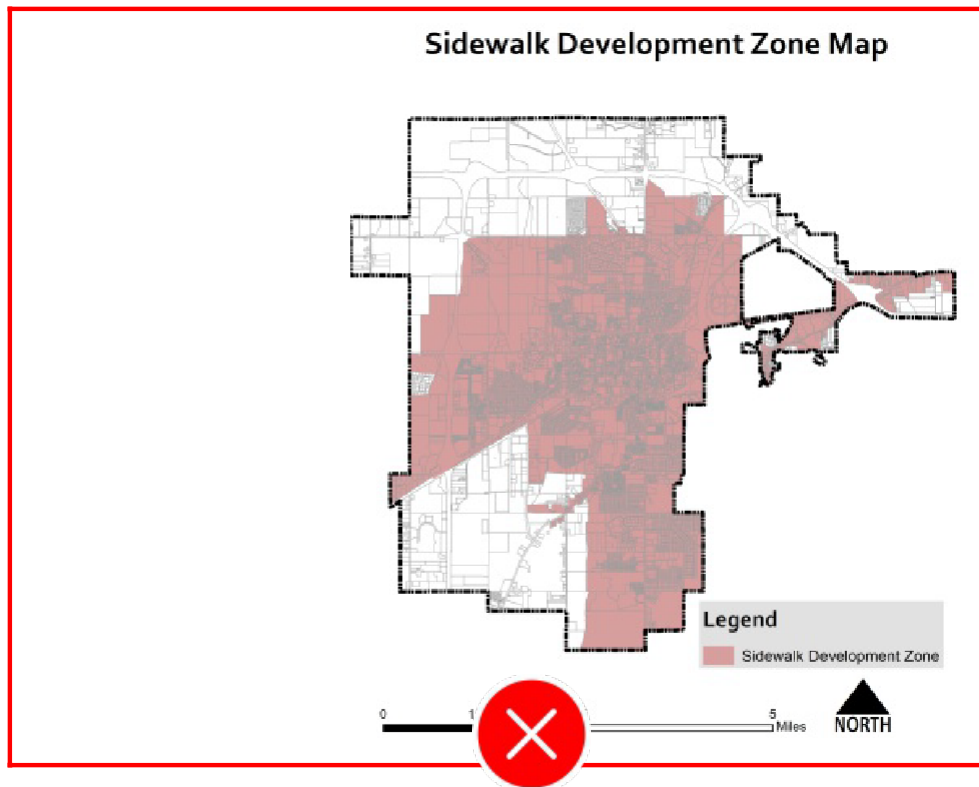


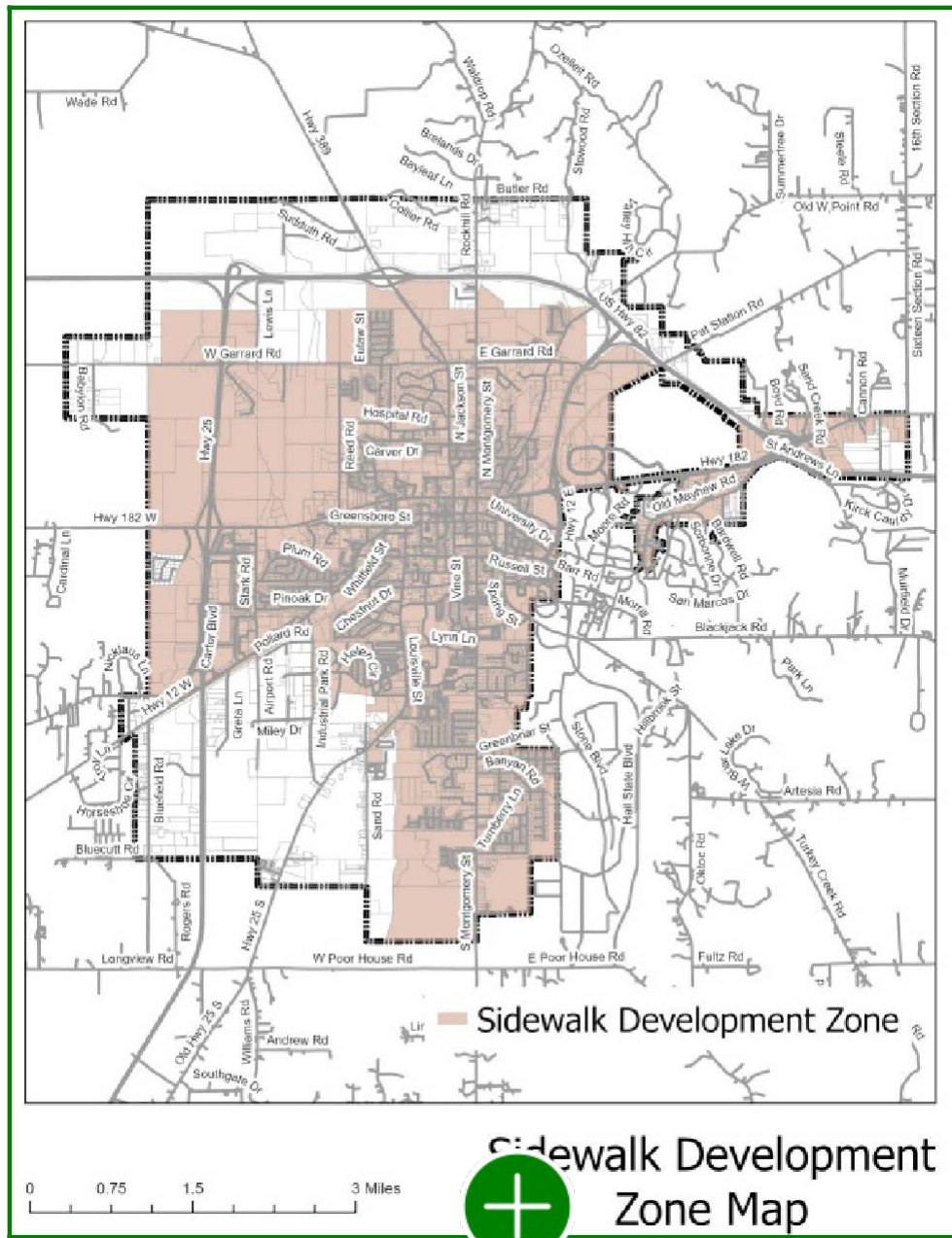
2. Permanent dead-end streets shall be no longer than three-hundred (300) feet.
3. Whenever cul-de-sac roads are created, at least one (1) pedestrian access easement shall be provided, to the extent practicable, between each cul-de-sac head or road turnaround and the sidewalk system of the closest adjacent road or pedestrian pathway. The access easement shall be direct with a minimum width of the required sidewalk width plus six (6) feet.
4. Temporary dead-end streets that are not intended to be opened for twelve (12) or more months shall be provided with a paved turnaround area which shall be designed considering traffic usage, maintenance, and removal. While the road is closed it shall be posted with a sign stating that the road will be extended in the future and open to through traffic.
5. The City will not maintain landscaped medians and a private maintenance agreement for the median shall be required to be approved by the City Attorney through the Encroachment Process.
6. Dead-end street and cul-de-sac design, materials, and construction shall conform to the City of Starkville Standards of Design and Specifications

H. Sidewalks and Pedestrian Circulation.

1. All new subdivisions that have new public or private streets shall be served by a system of walkways (including sidewalks, pedestrian paths, and trails) that permits safe, convenient, efficient, and orderly movement of pedestrians among the following origin and destination points within the subdivision, as well as between the internal walkway system and the existing or planned external pedestrian circulation system and any adjoining public parks, greenways, schools, community centers or shopping areas.
2. See Figure 15.3-3 for the sidewalk development zone map which will require walkways and sidewalks for all new subdivisions within the Sidewalk Development Zone that have new public or private streets.

Fig 15.3-3

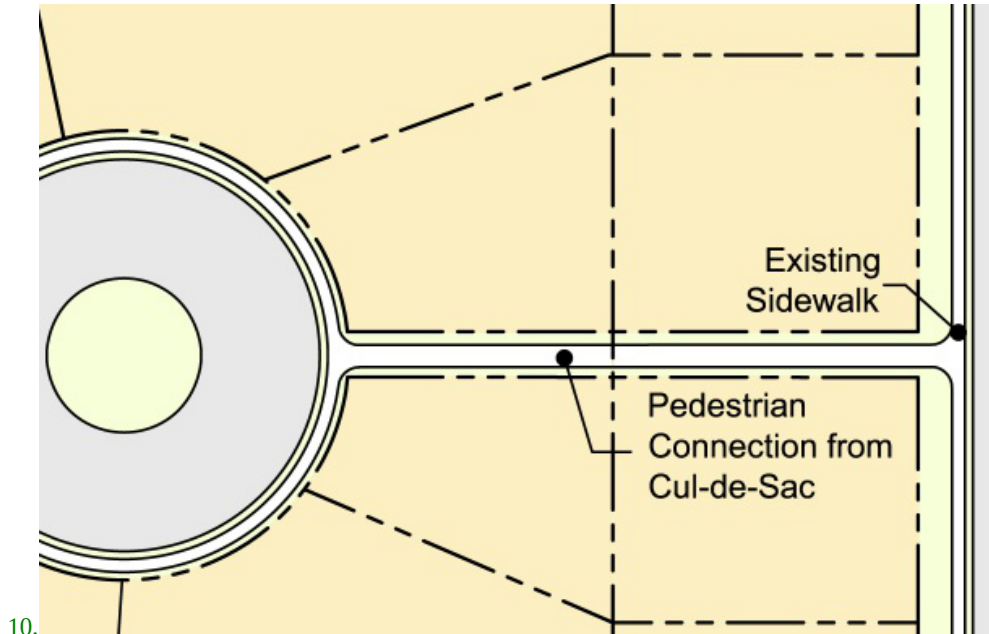




3. All new subdivisions shall install sidewalks on both sides of all roadways including those with loop streets, cul-de-sacs, private streets, principal driveways to commercial and multi-family residential developments, and road bridges within the subdivision unless an existing sidewalk meeting City and ADA standards is already in place.
4. If an existing sidewalk exists adjacent to a lot being subdivided and the existing sidewalk adjacent to the subdivision does not meet current City and/or ADA standards, the sidewalk shall be brought to current City and/or ADA standards with a written request from the Developer and approval by the Board of Alderman in conjunction with the subdivision. The City may participate in part of the cost of the sidewalk installation if a sidewalk exists but does not meet current City and/or ADA standards.
5. Subdivided lots that are undeveloped shall be required to complete all required sidewalks prior to the issuance of a certificate of occupancy for any future development.
6. Subdivided lots that have existing development(s) shall only be required to complete sidewalks on lots that have existing development(s). All required sidewalks on newly developed lots shall either be installed and accepted prior to approval of the final plat by the Board of Aldermen or have a Performance Guarantee Agreement with a time limit and an acceptable surety by City staff.

7. All common areas within a subdivision shall have sidewalks complete prior to final plat.
8. Where the subdivision fronts an existing public street with insufficient right-of-way width to accommodate the installation of a required sidewalk along the frontage, the subdivider shall create additional right-of-way to accommodate the required sidewalk.
9. Pedestrian sidewalks and an accompanying easement width of the proposed sidewalk width plus six (6) feet wide (SW + 6') shall be provided between the ends of cul-de-sacs and the nearest existing or proposed sidewalk, pedestrian path, or trail. Such easements shall also be provided through the center of blocks that exceed the maximum block length standards in Section 15.3.2 where necessary to provide convenient pedestrian access within the development, as well as to adjacent transit stops or stations, community facilities, and shopping areas. See Figure 15.3-4, Pedestrian Cut-Through at End of Cul-de-Sacs.

Fig 15.3-4



11. Pedestrian access and circulation systems for development shall incorporate the continuation and connection of walkways and/or associated rights-of-way or easements extended or “stubbed out” to the boundary of the development site from existing or approved adjoining developments, and shall provide for the extension of connection of proposed internal walkways and associated rights-of-way or easements to those boundaries of the development site that adjoin potentially developable or re-developable land.
 12. The City Engineer and City Planner may waive or modify the requirements or standards for the extension of a walkway from or to adjoining property upon determining that such extension is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area (e.g. railroads, watercourses, floodplain, wetlands).
- I. **General Sidewalk Layout & Design.** Sidewalk and walkway design, materials, and construction shall conform to the City of Starkville Standards of Design & Specifications for subdivision.
- J. **Sidewalk Exceptions.** Exceptions to the sidewalk requirements, ~~as designated in this article,~~ may be given under the following circumstances:
1. The City Engineer and City Planner determines that public construction that requires sidewalk replacement will take place on the street within one (1) year; ~~and~~
 2. In detached residential dwelling unit subdivisions with a density of less than one (1) dwelling unit per acre ~~with or without new public or private roads.~~
 3. ~~Fee in lieu of sidewalk construction. In special circumstances, as determined by the City Engineer and/or City Planner, on any part of a proposed subdivision where sidewalks are unfeasible or impractical to construct, A fee shall be paid prior to issuance of a Certificate of Occupancy or Final Plat to cover the cost of constructing a required sidewalk. The fee shall be equal to installation cost of the sidewalks based on~~

~~unit prices. The unit prices shall be determined based upon quarterly posted construction bid averages provided by the Mississippi Department of Transportation (MDOT). The unit price used to determine the installation cost shall be reviewed and approved by the City Engineer. All fee in lieu payments shall be deposited into a sidewalk specific account to be used for the sole purpose of design and construction of new sidewalks or the replacement of existing sidewalks in areas of the city where the existing sidewalk system can be extended or completed. In cases of a fee in lieu payment option, it is still the developer's responsibility to provide sidewalks and walkways internal to the site. Right of way dedication and all necessary easements shall be dedicated to the City as needed for future pedestrian connectivity.~~

K. Variance from sidewalk requirements. Any variance from sidewalk requirements in Section 15.3.3 shall follow the procedures and processes of Section 3.7.5.

L. Administrative Adjustments from sidewalk requirements. Any administrative adjustments from sidewalk requirements in Section 15.3.3 the procedures and processes of Section 3.6.

M. Bike Lanes, Cycle Tracks, & Trails. Conventional, on-street bike lanes, cycle tracks, or trails may be required by the City Engineer or City Planner if:

1. There are existing bike facilities on the proposed development site;
2. There are existing bike facilities adjacent to the proposed development site; or
3. The bike and pedestrian plan proposes bike facilities in the future on the site of the proposed subdivision.

N. Transit Facilities.

1. Accommodations for a bus or transit stop may be required by the City Engineer or City Planner in a subdivision if:
 - a. The subdivision is along a current transit route, and the proposed subdivision presents an opportunity and need for alternative transportation options.; or
 - b. The future transit plan proposes a bus stop or route in the future near the proposed subdivision.
2. Transit facility design, materials, and construction shall conform with the National Association of City Transportation Officials (NACTO) and Federal Transit Administration Design guidance, along with input from the local transit authority.

O. Residential Direct Access from Higher Classification Streets.

1. For a new subdivision, direct driveway access should be provided from the development's principal origin or destination points and individual lots are not allowed direct access on higher classification streets unless approved by the City Engineer and City Planner. Access to these lots should be accommodated with secondary roadways or alleys. Some of the criteria utilized to make this determination include:
 - a. Limited sight visibility due to roadway geometry or right-of-way conditions;
 - b. Traffic volume of roadways serving the development; or
 - c. Other conflict points adjacent to or offset from the proposed development.
2. Where this requirement cannot be met, shared or common driveways may be required. All shared or common driveways shall be designed to provide egress in a forward motion.

P. Roadway and Intersection Alignment & Access Location.

1. Streets shall be laid out so as to intersect as nearly as possible at right angles, and no street shall intersect any other street at ninety (90) degrees but no less than seventy-five (75) degrees for two-way streets and between sixty (60) degrees and ninety (90) degrees for one-way streets.
2. Street jogs with centerline offsets of less than one-hundred and twenty-five (125) feet ~~shall be avoided.~~
3. New roadways along a street shall line up with existing intersections of the opposite side of the street unless the intersections are separated by a median in the street or shall to the best ability be offset by at least one-hundred and twenty-five (125) feet as measured from the centerline of the street or as determined by staff.
4. New streets and access points to the development shall be located at least one-hundred and twenty-five (125) feet from an intersection of a public or non-city owned roadway as outlined and illustrated in Figure 15.3-5.
5. The minimum spacing between adjacent intersections along collector and arterial streets shall comply with the requirements in the table below. Sidewalks and Pedestrian Circulation.
 - i. Developments that are intended to be subdivided into multiple parcels, with or

without multiple business owners, will be viewed as a single development and will be subject to the requirements of this section as such. Individual parcels within such developments shall not be permitted access unless the access point meets the requirements of this section.

- i. The location of access points shall not conflict with vehicle turning movements.
- ii. Exceptions may be approved if the property would otherwise be landlocked. If an exception is approved, the access will be from the Engineering Department or Building Department.
- iv. Roadway design, materials, and construction shall conform the City of Starkville Standards of Design and Specifications for subdivisions.

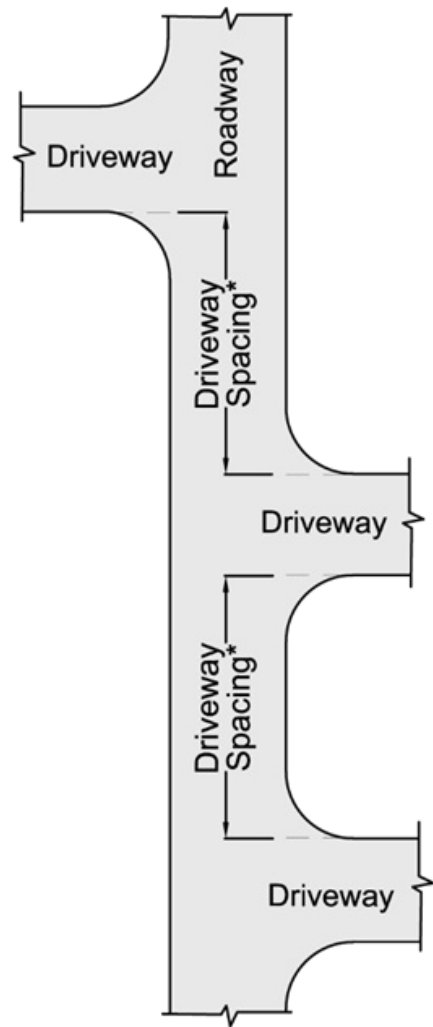
Table 15.3-2: Minimum Intersection Spacing Along Collector & Arterial Streets

Posted Speed Limit (miles per hour)	Minimum Spacing (feet) ^{1, 2}
< 30	185
35	245
40	300
45	350
> 50	425

1. Measured from the near extended edge of the driveway to the near extended edge of the adjacent driveway or roadway (See Figure 15.3-5)

2. Spacing between a pair of adjacent one-way driveways (one in, one out) may be reduced to forty (40) feet if approved by the City Engineer and be compatible with the internal circulation for the development(s) served and wrong-way movements on the driveways are made impossible or extremely difficult to motorists.

6. Developments that are intended to be subdivided into multiple parcels, with or without multiple business owners, will be viewed as a single development and will be subject to the requirements of this section as such. Individual parcels within such developments shall not be permitted access unless the access point meets the requirements of this section.
7. The location of access points shall not conflict with vehicle turning movements.
8. Exceptions may be approved if the property would otherwise be landlocked. If an exception is approved, the access will be from the Engineering Department or Building Department.
9. Roadway design, materials, and construction shall conform the City of Starkville Standards of Design and Specifications for subdivisions.



*Measured from near edge to
near end of adjacent driveways

Q. Medians in Roadway Entrances. Medians may be required by City Staff or requested by the subdivider within subdivision entrance drives. All medians shall comply with the following:

1. The median shall be surrounded by valley or “roll” curbing;
2. Signage in the median shall conform with the sign requirements for that zoning district and not interfere with sight distance at the intersection
3. Planted material shall not interfere with sight distance at the intersection
4. The intersection The minimum aisle width shall be maintained for each travel and turning lane.
5. Accommodations shall be made for long term maintenance and upkeep of the landscaped median by the Homeowners Association and set out in the covenants for the subdivision.

Amendment #15: “15.4.1 General Provisions” of the City of Starkville Unified Development Code is hereby *amended* as follows:

15.4.1 General Provisions

This Article describes guidelines for the construction of new streets throughout the City and is intended to provide a catalog of pre-approved street types that are appropriate to use. The City has approved a separate Standards of Design & Specifications which provides further

details.

A. Intent.

1. The intent of the new streets regulations is to provide a palette of street typologies and design elements that reflect the character of different areas within the City.
2. The new street regulations provide adequate travel lanes for vehicles, cyclists, and pedestrians.
3. Administrative adjustments approved by the City Planner pursuant to Section 3.6. may be appropriate when an existing building would impede roadway expansion; when transitioning from a different street section; or where strict compliance with this Unified Development Code and City of Starkville Standards of Design & Specifications would pose a safety hazard.
4. Gated public streets shall not be permitted.

B. Applicability.

1. When a preliminary plat, final plat, or site plan proposes the construction of a new street the requirements of this Article apply.
2. Sidewalks, streets, and street trees must be installed and constructed in accordance with this Article.
3. Existing streets may remain serving existing development in their current configuration; however, they shall not be extended or substantially rebuilt except in conformance with this Article (see also Section 15.5. Existing Streets).

C. Roadway Typical Sections & Pavement.

1. See Sec. 15.4.2. for roadway cross-section elements and dimensions based on roadway classification type.
2. Roadway pavement design, materials, and construction shall conform to the City of Starkville Standards of Design & Specifications.
3. The Standards of Design & Specifications for subdivisions for the City of Starkville categorizes city streets according to the pavements intended purpose and expected traffic volume.
4. The Roadway pavement section structure number shall be in accordance with the City of Starkville Standards of Design & Specifications.
5. Minimum pavement thicknesses are presented in the tables for asphalt pavement sections for each of the city traffic level categories and commercial developments. The minimum pavement thicknesses are valid for typical soil conditions in the Starkville area (i.e. CBR = 5, K = 150 pci).
6. Typical curb and gutter sections are illustrated in the City of Starkville Standards of Design & Specifications.
7. Typical asphalt pavement sections are illustrated the City of Starkville Standards of Design & Specifications.
8. All pavement thicknesses shall be verified for actual expected traffic volumes and loadings using appropriate design parameters for subgrade soils and pavement structure materials. Pavement sections for heavy traffic streets shall be designed according to anticipated heavy truck volumes to insure adequate structural capacity.
9. Concrete pavements will be considered on a case-by-case basis upon written request to the City Engineer.
10. Private streets and principal driveways for commercial developments shall be built to the same standards as required for public streets.
11. The City Engineer may require additional roadway requirements if recommended by a geotechnical report including but not limited to enhanced requirements related to pavement surface, base, subbase, and/or subgrade.
12. The City Engineer may require a minimum of three (3) inches of asphalt to be installed for long-term construction traffic.

D. Roadway Construction, Maintenance & Dedication.

1. The construction and maintenance of all streets shall be in accordance with the City of Starkville Standards of Design & Specifications.

2. The dedication of all streets shall be in accordance with Section 3.12 Subdivisions Procedure – Minor and Major.

E. Roadway Right-of-Way Widths.

1. Street right-of-way widths shall be in accordance with the City of Starkville Standards of Design & Specifications.
2. The entire right-of-way shall be provided where any part of the development is on both sides of the existing street.
3. When the development is located on only one side of the existing street, one-half (0.5) of the required width of the right-of-way, measured from the centerline of the existing roadway, shall be provided. If the development provides improvements to the existing roadway that shifts the centerline of the roadway, then the one-half (0.5) of the required width of the right-of-way shall be measured from the new centerline of the roadway.
4. When required by the City Engineer, additional right-of-way shall be required to accommodate future roadway improvements.

F. Half Streets. The City Engineer may allow the construction of half streets on Minor Collector and Local Streets when only one side of a street right-of-way is available. A minimum of twenty-two (22) feet of pavement must be provided on any half street. In such cases the property owner is responsible for right-of-way dedication and construction of the half of the new street section that is adjacent to their property. Typically, these partial street sections will be built to permanent street standards including all curb and gutter, drainage, sidewalks and other elements as called for in the typical section for that street classification. The additional dedication of street easements may be required by the City Engineer in these cases.

G. Medians.

1. The general criteria for medians are specified In the City of Starkville Standards of Design & Specifications, medians are required on all Arterial and Major Collector Streets. Raised medians are preferred, but depressed or painted medians may be allowed on a case-by-case basis. Other medians may be required by the City Engineer for specific circumstances to control traffic. Medians requested by developers may be approved as long as additional rights-of-way are dedicated and all maintenance shall be done by viable private parties. The minimum width of any raised median shall be four (4) feet wide, from face-of-curb to face-of-curb.
2. If medians are included, they shall be placed in the public right-of-way, and they must meet the following standards for design:
 - a. No obstruction. The medians may not obstruct the design vehicle turns.
 - b. Visibility. The medians must be placed such that the required visibility in the intersection is not obstructed.
 - c. Undiminished Use. Medians must be placed so they do not diminish the intersection use except where designing a right-in/right-out intersection.
 - d. Alignment. Lanes on one side of the intersection must align with the correct lanes on the opposite side of the intersection.
 - e. Median Maintenance. Most medians will be maintained by parties other than the City. The maintenance responsibility must be defined on the Final Plat or Development Agreement. The City will maintain selected medians, primarily along State highways, based on agreements with MDOT.
 - f. Public Use. The City may use these islands for street signing and may choose to remove the medians if it is deemed necessary by the City Engineer.
3. **Additional Right-of-Way.** The Developer shall dedicate all additional right-of-way necessary to include these medians.
4. **Compliance with these Standards.** The median design must comply with all applicable median criteria in the City of Starkville Standards of Design & Specifications and the streetscape standards of the City.

H. On-Street Parking.

1. This Article defines the parking criteria for on-street parking, including downtown parking, parking on cul-de-sacs and other special areas. Parking may be allowed on Local and Minor Collector streets at the discretion of the City Engineer. Parking shall not be allowed on Major Collector or Arterial streets.
2. Parallel parking is permitted on certain streets as approved by the City Engineer.
3. For all streets in which parking is limited or not allowed, “NO Parking” street signs may be required as part of the street design.
4. Diagonal parking shall not be allowed on City public streets and shall not be allowed to utilize the public street for maneuvering. The City Engineer must approve any on-street parking areas that are not designed as parallel parking. All areas approved for diagonal parking shall be designed at an angle of thirty (30), forty-five (45), or sixty (60) degrees, as approved by the City Engineer.
5. Where on-street parking is provided on the block perimeter and the parking is marked or metered, a minimum number of handicap accessible parking spaces must be accessible and shall comply with the Public Rights-of-Way Accessibility Guidelines and all ADA regulations.
6. Parking inset from the curb lien may be allowed by the City subject to the approval of the City Engineer. In these cases, additional right-of-way may be required to provide the roadside features shown on the typical cross-sections.
7. Parking in a cul-de-sac is typically prohibited in order to allow adequate room for emergency and service vehicles to maneuver. If parking is proposed in the cul-de-sac, a plan shall be submitted to the City Engineer demonstrating that parked vehicles will not impede movements to be made by emergency and service vehicles. When on-street parking is allowed, the minimum cul-de-sac dimensions shown in the Standard Drawings, included in the City of Starkville Standards of Design & Specifications, shall normally be increased by a minimum of eight (8) feet.
8. A vehicular parking space within the right-of-way shall be designed with a minimum clearance of six (6) feet offset from the edge of a driveway.
9. A vehicular parking space within the right-of-way shall be designed with a minimum clearance of thirty (30) feet from the nearest edge of the intersection. The designer shall establish the minimum clearance by reviewing sight distance requirements in the AASHTO Policy on Geometric Design of Highways and Streets.
10. Special consideration shall be given to mailbox locations near on-street parking such that parked vehicles do not interfere with mail delivery.

I. Alleys.

1. Alleys may be provided in commercial or industrial subdivisions.
2. The right-of-way width of an alley in commercial and industrial areas shall be a minimum of twenty-five (25) feet.
3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be cut off sufficiently to permit safe vehicular movement and sight distance.
4. Dead-end alleys shall be avoided where possible, but if unavoidable, shall be less than three hundred (300) feet in length and shall be provided with a turnaround having an outside roadway diameter of at least eighty (80) feet and a right-of-way diameter of at least one hundred (100) feet. The City Engineer may require a larger turnaround when it is determined necessary to provide adequate turnaround space.
5. Alleys may be provided in residential areas but the ownership and maintenance responsibility shall be of the Homeowners Association, and the City shall not accept future ownership or maintenance.
6. When alleys are used for utility placement and services, additional easements or construction standards may be required.

- J. Traffic Calming.** Street layout will be designed in such a way as to keep travel speeds at a minimum. Developers are encouraged to use traffic calming measures such as, but not limited to, curvilinear alignments, islands, medians, round-a-bouts, etc. to ensure that speeds are kept to a minimum. Traffic calming measures may be required by Staff.

K. **Letter of Acceptance Required.** Sidewalks, streets, and all other improvements as shown on the approved infrastructure plans must be installed prior to the issuance of a letter of final acceptance.

L. **Tree Planting.**

1. Unless otherwise noted below, all trees planted in accordance with this Article must be canopy trees.
2. Where the planting of a canopy tree will create a conflict with overhead utilities, a small tree may be planted in place of the canopy tree. Tree species shall be approved by the City Planner.
3. All required street trees must meet the requirements of Section 14- Development Standards

Amendment #16: “16.8.3 Submission Of Land Disturbance Permits” of the City of Starkville Unified Development Code is hereby *amended* as follows:

16.8.3 Submission Of Land Disturbance Permits

A. Permits Required.

1. For all land disturbance activities greater than one-thousand (1000) square feet or which requires a building permit (whichever is smaller), an LDP must be secured from the City of Starkville Building Department prior to starting any land disturbance activities after the site plan has been approved. This provision shall not apply to single lot residential detached dwellings.
2. For all new subdivision developments, an LDP must be secured from the City of Starkville Building Department prior to starting any land disturbance activities after the infrastructure plans have been approved.
3. For all residential detached dwelling construction, an LDP must be secured from the City of Starkville Building Department prior to starting any land disturbance activities after the building plans have been approved.
4. No permit shall be issued for any land disturbance activities until the LDP has been reviewed and approved by the Engineering or Community Development Departments.

B. **Required Information:** The LDP applications shall contain the following information:

1. The total lot area or property boundary area with corresponding dimensions;
2. All plans to scale, no more than one (1) inch equals one hundred (100) feet;
3. Intended use of the property;
4. The name and location of the project;
5. The name, address and telephone number of the owner, owner's agent or lessee of the property;
6. The specific BMP's proposed;
7. The name, address, and telephone number of the entity performing such work;
8. The total land disturbance area;
9. General description of work to be performed.
10. SWPPP for all projects whose property boundary is one acre or greater
11. QCP information (name, address, telephone number, description of qualifications) for all non-single dwelling unit residential land disturbance projects.

C. **Control Measures Permit (CMP).**

1. After a full LDP application has been submitted, the Building Department will issue a CMP which will specify the initial control devices. This will allow the applicant to install silt fencing around the property boundary, install any required construction entrances, and provide appropriate protection for any existing storm water structures or natural conveyance systems.
2. No other land disturbance activities, including clearing, grading, grubbing, or other land clearing activities, shall be performed until an inspection from city staff has been made of these items.

3. The City Engineer may require that a heavy-duty apron be installed as part of the CMP if there is an existing sidewalk across the construction access location. All sidewalk and pedestrian facilities shall be remain open and functional during construction. Pedestrian detours may be allowed at the discretion of the City Engineer and ADA Coordinator if said detour meets all City, ADA, MUTCD, and other safety requirements.
4. Once all initial control devices have been installed in accordance with the CMP, the contractor shall request a CMP inspection.

D. Land Disturbance Permit.

1. The contractor and inspector will meet on site to review the initial control devices, as designated in the CMP. Upon a satisfactory inspection from city staff and the subsequent approval of the LDP, the applicant may begin land disturbance activities on the site
2. No permit will be issued for any property, contractor, or owner on which indebtedness to the city exists.
3. The fee for issuance of permits shall be set by the latest fee schedule.
4. For sites requiring a stormwater permit from the Mississippi Department of Environmental Quality (MDEQ), a copy of such approved permit shall also be submitted as part of the application for the permit.
5. Any land disturbance to be performed within any 100-year floodplain area shall also be identified on maps or plats showing the existing elevations of the property, 100-year floodplain and floodway areas, and location and elevation of proposed fill material.
6. No permit shall be required in an emergency situation to repair or restore utility service.
7. During and throughout construction, any party that has obtained an LDP shall be subject to ongoing erosion control inspections. The city may at any time request additional or replacement BMP's and/or erosion control measures for any measures that seem inadequate or non-functional.

Amendment #17: "16.9.1 Purpose" of the City of Starkville Unified Development Code is hereby *amended* as follows:

16.9.1 Purpose

During rainfall, a portion of precipitation is either captured by plants or infiltrates into the ground; any remaining precipitation flows over the ground, typically to the nearest conveyance system. This remaining precipitation is known as stormwater runoff. In developed areas where there are high percentages of impervious surfaces, a majority of precipitation becomes stormwater runoff. This increase in water flowing along the ground, rather than infiltrating into the soil, can cause localized and regional flooding due to the increased runoff volumes, velocities and flow rates. Furthermore, loss of infiltration due to impervious surfaces increases the number of pollutants and sediment that are transported downstream and can cause significant degradation both in manmade stormwater conveyance systems and natural conveyance systems (e.g. creeks, streams, channels). The purpose of this article is to diminish threats to public health and safety caused by stormwater runoff; reduce economic losses to individuals and the community-at-large; and protect, conserve and promote the orderly development of land, water and all natural resources. The provisions of this article further regulate, guide and control:

- A. The subdivision layout, new development, redevelopment, land disturbance activities, changes in ground cover, and improvement of lands located within the City of Starkville.
- B. The construction of buildings and drainage of the sites on which structures are located, including parking and other paved surfaces.
- C. The design, construction and maintenance of stormwater management facilities.
- D. This provisions of this article may also further regulate, guide and control a~~A~~ny development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City of Starkville as a part of a Developer's

Agreement.

Amendment #18: “16.9.2 General Criteria And Standards” of the City of Starkville Unified Development Code is hereby *amended* as follows:

16.9.2 General Criteria And Standards

- A. **Applicability.** This article shall be applicable within the City of Starkville's jurisdictional area ~~or~~ and may be applicable to any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City as a part of a Developer's Agreement, and shall apply to:
1.
 - a. New development or redevelopment that is greater than or equal to one-half (1/2) acres and less than two (2) acres and having fifty (50) percent or greater impervious surface as calculated based on a weighted average;
 - b. New development or redevelopment that is two (2) acres or greater;
 - c. Land development activities that are smaller than the minimum applicability criteria established in 16.9.2.A.1-16.9.2 A—2ii. above, if such activities are part of a larger common plat (plan of development), even though multiple separate and distinct land development activities may take place at different times on different schedules (such as a phased residential subdivision).
 2. **Exemptions.**
 - a. The following development activities are exempted from this article: Existing, individual single-family residential lots less than ten (10) acres, provided that single-family lots that are part of a new subdivision or phased development project are not exempt from this article;
 - b. Additions or modifications to existing single-family structures;
 - c. Developments or redevelopments that are less than one-half (1/2) acre, provided they are not part of a larger common development plan;
 - d. Property that is part of an agriculture and forestry use as defined in Section 13.9.6.;
 - e. Land disturbing activities conducted for the purpose of restoration of streams, stream banks, riparian zones, or other environmentally protected areas; and
 - f. Repairs and/or construction deemed emergency in nature.
- B. **Mitigation of Excess Stormwater Runoff.** The increased stormwater runoff resulting from the proposed development or redevelopment meeting the minimum applicability criteria of in 16.9.2.A shall be mitigated by proper stormwater management facilities. Said mitigation will be designed so that the peak flows of stormwater runoff from the site, in the final condition in which it is proposed to be developed, will not exceed the rate of runoff from the site in its pre-development state for the 2-year, 10-year and 25-year, 24-hour storm events.
- C. **Storage Capacity.** Stormwater management facilities shall be designed with sufficient capacity to accommodate all runoff caused by the development in excess of that runoff which would occur from the site if left in its pre-development state. Stormwater storage shall be sufficient to store all excess flows and volumes for the design storms of this ordinance. The stormwater management facilities shall be designed so that the peak flow rate at any exit point in the post-developed condition shall be less than or equal to the peak flow rate for that exit point in the pre-developed condition for the design storms of this ordinance.
1. Initial Storage Estimate: As part of a rezoning, conditional use, special exception, pre-application, or a preliminary plat, the City Engineer may require an initial storage estimate concurrent with NRCS TR-55, Chapter 6 Storage Volume for Detention Basins. If required, the resultant storage estimate should

be relatively the same as that provided by the proposed detention/retention structure.

D. Downstream Runoff Analysis. An important consideration of a new development or redevelopment is the increased volume of water that is added to downstream areas. Even when peak flows have been properly attenuated, at the discharge location downstream flooding can still occur due to increased duration of peak flow rates. These longer flow durations ~~may~~can combine with existing downstream flows to create flooding that may not have previously existed. A downstream analysis of the design events ~~will~~may be required based on the proposed development for the following conditions:

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

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

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

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

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

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

may require further mitigation or improvement.

J. Redevelopments.

1. For redevelopments that require site plan approval such that post-developed conditions may:

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

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

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

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

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

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

Amendment #19: “16.10.3 General Provisions” of the City of Starkville Unified Development Code is hereby *amended* as follows:

16.10.3 General Provisions

- A. **Lands to Which This Ordinance Applies.** This ordinance shall apply to all areas of special flood hazard (SFHA) areas within the ~~jurisdiction~~ corporate limits of the City of Starkville, Mississippi.
- B. **Basis for Establishing the Area of Special Flood Hazard.** The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled “The Flood Insurance Study (FIS), Number 28105CV000A, for Oktibbeha County, Mississippi and Incorporated Areas”, dated February 17, 2010 with accompanying Flood Insurance Rate Maps (FIRM) panel numbers 0063, 0064, 0068, 0132, 0151, 0152, 0153, 0154, 0158, 0161, 0162, 0166, and the Oktibbeha County Map Index, for the City of Starkville (Community Number 280124), Oktibbeha County, Mississippi, and other supporting data are adopted by reference and declared to be part of this ordinance. The Flood Insurance Study and maps are on file at the City of Starkville's Building Department.
- C. **Establishment of Floodplain Development Permit.** A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard within the community.
- D. **Compliance.** No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
- E. **Abrogation and Greater Restrictions.** This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- F. **Interpretation. In the interpretation and application of this ordinance all provisions shall be:**
 - 1. Considered as minimum requirements;
 - 1. Liberally construed in favor of the governing body, and;
 - 1. Deemed neither to limit nor repeal any other powers granted under state statutes.
- G. **Warning and Disclaimer of Liability.** The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Mayor and Board of Aldermen for the City of Starkville, Mississippi or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.
- H. **Enforcement, Penalties, and Violations. Civil penalties.** Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$1,000.00 or imprisoned for not more than 90 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or

remedy any violation.

Amendment #20: “16.10.5 Provisions For Flood Hazard Reduction” of the City of Starkville Unified Development Code is hereby *amended* as follows:

16.10.5 Provisions For Flood Hazard Reduction

A. General Standards for All Zones. In all areas of special flood hazard the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
2. Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not to be used as an anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
4. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
5. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of two feet above the Base Flood Elevation.
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of “new construction” as contained in this ordinance.
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity shall meet the requirements of “new construction” as contained in this ordinance.
11. All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.
12. When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.
13. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.

B. Specific Standards for Riverine Zones. In all areas of special flood hazard designated on the community’s FIRM, where base flood elevation data have been provided (excluding CHHA and Coastal AE Zone), as set forth in Section 16.10.3.2, the following provisions, in addition to the standards of Section 16.10.5.1, are required:

1. **Residential Construction.** New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than two feet above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of Section 16.10.5.2 (D).
2. **Non-Residential Construction.** New construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured building) shall have the lowest floor, including basement, elevated to no lower than two feet above the base flood elevation. Buildings located in all A Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation plus two feet plus a minimum of one (1) foot of freeboard are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator.
3. In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.
4. **Enclosures.** New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:
 - i. Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls;
 - i. The total net area of all openings shall be at least one square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;
 - ii. The bottom of all openings shall be no higher than one foot above interior grade (which must be equal to in elevation or higher than the exterior grade);
 - b. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls, and;
 - i. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the

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premises (standard exterior door) or entry to the living area (stairway or elevator); and,

i. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

c. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section B. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.

5. **Detached storage buildings, sheds, or other like accessory improvements, including detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage.** Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Section

16.10.5.2 (D) shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures.

6. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area.

7. **Standards for Manufactured Homes and Recreational Vehicles.**

a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of Section 16.10.5.2 (D). Manufactured homes must be:

- i. Elevated on a permanent foundation to have its lowest floor elevated no lower than two feet above the base flood elevation, and;
- i. Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- ii. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area

b. All recreational vehicles placed on sites must either:

- i. Be on site for fewer than 180 consecutive days and shall leave the site and obtain a new permit before returning to the same site, and;
- i. Be fully licensed and ready for highway use, or
- ii. Must meet all the requirements for new construction, including anchoring and elevation requirements of this Section 16.10.5.2 (F) (1) or Section 16.10.5.2 (F) (2) (i) above.

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the state of Mississippi motor vehicle regulations, is on its wheels or jacking system, is

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attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- c. **Floodways.** Located within areas of special flood hazard adopted by reference in Section 16.10.3.2, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:
- i. Encroachments, including fill, new construction, substantial improvements, and other development, are prohibited.
 - i. The placement of manufactured homes (mobile homes) is prohibited.
 - ii. Permissible uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also lawns, gardens, athletic fields, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. These permissible uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.
 - iv. On a case-by-case basis, existing structures located in a floodway or that become incorporated into a floodway may be allowed to provide routine maintenance and remodeling of the structure. Those maintenance and remodeling measures shall not include any enlargement or enhancement of the building, additional impervious areas, or any other modifications that would have any impact of any kind on the existing floodway. Regardless, no property in the floodway shall be substantially improved.

8. **Standards for Streams Without Base Flood Elevations and Floodways.** When base flood elevation data and floodway data are not available in accordance with Section 16.10.3.1, in Special Flood Hazard Areas and Community Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition

to the standards of Section 16.10.5.1 and the enclosure standards of Section 16.10.5.2 (D) shall apply:

- a. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than five lots or five acres, whichever is lesser, include within such proposals base flood elevation data;
- b. The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Section 16.10.5. When such data are available, standards of Section 16.10.5.2, shall apply. If data is not available from Section 16.10.5.3 (A) or outside sources, then the following provisions shall apply.
- c. No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the

occurrence of the base flood discharge. The enclosure standards of Section 16.10.5.2 (D) shall apply.

- d. The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Section 16.10.5.2, shall apply.
- e. Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- f. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.

9. Standards for Subdivision Proposals and Other Proposed Development.

- a. All subdivision proposals shall be consistent with the need to minimize flood damage;
- b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- d. Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than five lots or five acres, whichever is the lesser.
- e. The subdivider/applicant shall comply with the following:
 - i. Show the floodplain boundary on the face of the subdivision plat, referencing the flood insurance rate map panel number and effective date.
 - i. Indicate the lowest finished floor elevation (FFE) and building pad elevations for each lot located within the special hazard flood area on the face of the subdivision plat. All preliminary plans for platted subdivisions shall identify the flood hazard areas and elevations of the base flood.
- f. All final subdivisions plats shall provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevation.

- 10. Critical Facilities.** Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches (3'6") above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the 0.2 percent chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will

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render the new critical facility out of conformance with this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.



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

**AGENDA ITEM DEPT.: Administration
AGENDA DATE: 06.06.2023
PAGE: 1**

SUBJECT: Acceptance of two (2) Mississippi Department of Environmental Quality Mississippi Municipality and County Water Infrastructure Grant (MCWI) for MS 182/MLK Corridor Revitalization Project in the amount of \$5,066,666.20 and Main Street and Lampkin Street Water and Sewer Improvements in the amount of \$1,240,000.00.

AMOUNT & SOURCE OF FUNDING

\$5,066,666.20 for MS 182/MLK Corridor Revitalization Project
\$1,240,000.00 for Main Street and Lampkin Street Water and Sewer Improvements

FISCAL NOTE:

AUTHORIZATION HISTORY:

The Board approved the use of the ARPA funds for the expansion of the parks in 2021 and then again on January 18, 2022, the board approved expanding the matching funds to include all allowable ARPA final rule uses. On September 6, 2022 the Board approved a resolution detailing seven projects. During the grant application process, it was determined that due to various requirements that the reprioritization of projects was needed. On September 29, 2022 the Board approved a resolution detailing 2 projects.

REQUESTING

DEPARTMENT: Administration

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Lynn Spruill

SUGGESTED MOTION: Move to accept of two (2) Mississippi Department of Environmental Quality Mississippi Municipality and County Water Infrastructure Grant (MCWI) for MS 182/MLK Corridor Revitalization Project in the amount of \$5,066,666.20 and Main Street and Lampkin Street Water and Sewer Improvements in the amount of \$1,240,000.00.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 213-1-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Starkville, UEI Number: JD6GFW5BX1L3 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “MS 182/MLK Corridor Revitalization Project” (the “Project”).

3. PURPOSE

The purpose of this Project is to make the necessary investment to upgrade the SUBRECIPIENT’S existing stormwater infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment “A”, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$26,311,417.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$5,066,666.20**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$5,066,666.20**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$16,178,084.60**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$1,052,456.68**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Million Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Twenty Cents (\$5,066,666.20)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT 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 of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT 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 Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to 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, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, 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 PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment “B” and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management 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 Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT’s contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments “A” and “C” attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties’ contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement 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.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT 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* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT 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 SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, 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, SUBRECIPIENT 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

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

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, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

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 may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT 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 the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT 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. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT 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 SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI

Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement 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 Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement 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 Agreement. 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 SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and 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. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement 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 (10) 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 (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) 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 SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement 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 Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, 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 subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Lynn Spruill 110 W Main Street Starkville, MS 39759 Phone: 662-323-2525 E-mail: l.spruill@cityofstarkville.org
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53. **COUNTERPARTS**

Agreement 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 Agreement 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 Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF STARKVILLE

Mayor Lynn Spruill
Signature of Authorized Representative

Lynn Spruill
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

MS 182/MLK Corridor Revitalization Project

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for this Project is to provide the MS 182/MLK Corridor with adequate stormwater infrastructure.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

- d. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- e. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- f. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- g. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- i. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- j. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement 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 Agreement 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 agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement 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 (10) 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 (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) 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 Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 194-2-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Starkville, UEI Number: JD6GFW5BX1L3 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Main St and Lampkin St Water and Sewer Improvements” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$4,100,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,240,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,240,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$1,620,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$164,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Two Hundred Forty Thousand Dollars and Zero Cents (\$1,240,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT 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 of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT 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 Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to 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, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, 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 PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management 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 Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement 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.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT 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* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructue.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT 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 SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, 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, SUBRECIPIENT 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:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

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, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

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 may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT 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

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT 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. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. 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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT 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 SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement 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 Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement 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 Agreement. 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 SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and 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. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement 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 (10) 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 (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) 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 SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement 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 Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, 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 subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759
Phone: (662) 323-2525
E-mail: l.spruill@cityofstarkville.org

53. **COUNTERPARTS**

Agreement 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 Agreement 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 Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF STARKVILLE

Mayor Lynn Spruill
Signature of Authorized Representative

Lynn Spruill
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Main St and Lampkin St Water and Sewer Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes replacement of water mains, service lines, and associated appurtenances and replacement of sewer mains and sewer service connections on Main Street and Lampkin Street.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;

- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement 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 Agreement 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 agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement 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 (10) 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 (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) 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 Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



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

AGENDA ITEM: Board of Aldermen
AGENDA DATE: 6-06-2023
PAGE: 1 of 2

SUBJECT: Consideration of a Resolution appointing the 2023 voting delegate and alternative voting delegate for the City of Starkville to the 2023 Mississippi Municipal League Summer Conference in Biloxi, MS.

AMOUNT & SOURCE OF FUNDING: n/a

FISCAL NOTE: n/a

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Board of Aldermen

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

SUGGESTED MOTION: Approval of a Resolution appointing Alderman _____ as the voting delegate and Alderman _____ as the alternate voting delegate to the Mississippi Municipal League 2023 Conference.

RESOLUTION

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2023 VOTING DELEGATES FOR THE CITY OF STARKVILLE, MS

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the Board of Aldermen to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

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

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2023 Mississippi Municipal League election to be held at the annual convention on June 27th, with a run-off (if necessary) on June 28th, 2023 are as follows:

Voting Delegate: Alderman _____

First Alternate: Alderman _____

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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

Alderman Ben Carver: _____

Alderman Sandra Sistrunk: _____

Alderman Jeffrey Rupp: _____

Alderman Mike Brooks: _____

Alderman Hamp Beatty: _____

Alderman Roy A'. Perkins: _____

Alderman Henry Vaughn: _____

The Mayor thereby declared the motion carried and the Resolution adopted, this the 6th day of June 2023.

APPROVED: _____

D. Lynn Spruill, Mayor
City of Starkville, MS

ATTEST: _____

Lesia Hardin, City Clerk / CFO



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 6, 2023
PAGE: Page 1 of 3

SUBJECT:

Discussion and consideration of reappointing Jeremiah Dumas Ward 6 and Alexis Gregory Ward 5 to the Planning and Zoning Commission.

SUMMARY:

On June 30, 2023, the Ward 5, Ward 6, and Ward 7 positions on the Planning and Zoning Commission will expire. Two of the current commissioners have requested reappointment. Commissioner Jeremiah Dumas, Ward 6, serves as the chair and Commissioner Alexis Gregory serves as the vice chair. With no other applicants during the 14 day advertisement period, Both Mr. Dumas and Ms. Gregory are eligible for reappointment. The appointment is for a 6-year term ending June 30, 2029. The Ward 7 position will remain open until filled.

Below are the Terms of Office for the Planning and Zoning Commission in Section 2.2.3 of the Unified Development Code:

2.2.3. Terms of office. The members of the Planning and Zoning Commission shall be appointed for a term of six (6) years, with re-appointment possible after a period of two (2) years absence. The two (2) year absence period shall be waived if no other qualified applicants for the seat are received during the advertising period. Members appointed to fill a vacated unexpired term shall be eligible to be re-appointed for one (1) full term without an absence.

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 reappointing Jeremiah Dumas and Alexis Gregory to the Planning and Zoning Commission with a 6-year term expiring on June 30, 2029.

Attachment 1- Email Requesting Appointment- Jeremiah Dumas

5/30/23, 10:27 AM

City Of Starkville Mail - Re: Planning and Zoning



Daniel Havelin <d.havelin@cityofstarkville.org>

Re: Planning and Zoning

Lynn Spruill <l.spruill@cityofstarkville.org>

Mon, May 22, 2023 at 3:04 PM

To: "Dumas, Jeremiah" <JDumas@parkingtransit.msstate.edu>

Cc: Lesa Hardin <l.hardin@cityofstarkville.org>, Roy Perkins <royaperkins@hotmail.com>, Daniel Havelin <d.havelin@cityofstarkville.org>

Former Alderman Dumas,

I am excited that you are willing to continue to offer your excellent services to the City of Starkville through the Planning and Zoning Commission appointment. We are the better off for your commitment to our community. I will inform Vice Mayor Perkins of your continued interest in serving.

Best Regards

D. Lynn Spruill
Mayor
City of Starkville

On Mon, May 22, 2023 at 3:00 PM Dumas, Jeremiah <JDumas@parkingtransit.msstate.edu> wrote:

Dearest Honorable Mayor Spruill,

It has been a pleasure to serve the people of Ward Six and the Distinguished Honorable Vice Mayor Perkins on the Planning and Zoning Commission for the past several years. Even with the addition of my time served as the Alderman of Ward Five, my service time pales in comparison to the thirty years of continued service on the Board of Aldermen by the Vice Mayor.

It would be my honor to continue serving the fine people of Ward Six and the Vice Mayor on the Planning and Zoning Commission.

Thanks for your consideration.

Jeremiah

5/30/23, 10:25 AM

Attachment 2- Email Requesting Appointment- Alexis Gregory

City Of Starkville Mail - Planning & Zoning Commission



Daniel Havelin <d.havelin@cityofstarkville.org>

Planning & Zoning Commission

1 message

Gregory, Alexis <AGregory@caad.msstate.edu>
To: Daniel Havelin <d.havelin@cityofstarkville.org>
Cc: Hamp Beatty <h.beatty@cityofstarkville.org>

Mon, May 15, 2023 at 6:03 PM

Hi Daniel,

I am interested in continuing my tenure on the P&Z Commission representing Ward 5 if possible. Thank you.

Alexis Gregory, AIA (she/her)
Associate Professor
Mississippi State University
School of Architecture
[899 College View Street](#), 240 Giles Hall
P.O. Box AQ
Mississippi State, MS 39762
662-325-0722 office
662-325-8872 fax

* I check my e-mail Monday through Friday from 9 am to 6 pm. Please allot 1-2 business days for a response *



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 6, 2023
PAGE: Page 1 of 2

SUBJECT:

Discussion and consideration of reappointing Marco Nicovich Ward 5 to the Board of Adjustment and Appeals.

SUMMARY:

On June 30, 2023, the Ward 5 position on the Board of Adjustment and Appeals will expire. The current board member, Marco Nicovich, has requested reappointment. With no other applicants during the 14 day advertisement period, Mr. Nicovich is eligible for reappointment. The appointment is for a 4-year term ending June 30, 2027.

Below are the Terms of Office for the Board of Adjustment and Appeals in Section 2.3.3 of the Unified Development Code:

2.3.3. Terms of office. The members of the Board of Adjustments and Appeals shall be appointed for a term of four (4) years with a maximum of two (2) consecutive terms with re-appointment possible after a period of two (2) years absence. The two (2) year absence period shall be waived if no other qualified applicants for the seat are received during the advertising period. Members appointed to fill a vacated unexpired term shall be eligible to be re-appointed for one (1) full term without an absence.

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 reappointing Marco Nicovich to the Board of Adjustments and Appeals with a 4-year term expiring on June 30, 2027.



Daniel Havelin <d.havelin@cityofstarkville.org>

Reappointment to Board of Adjustments and Appeals

1 message

Marco Nicovich <marconicovich@gmail.com>

Thu, May 18, 2023 at 11:42 AM

To: "v.hampton@cityofstarkville.org" <v.hampton@cityofstarkville.org>, Daniel H <d.havelin@cityofstarkville.org>

Please place my name before the Board of Aldermen for reappointment to the Board of Adjustments and appeals. I have enjoyed volunteering my time to help the City of Starkville and would like to continue for one more term.

Sincerely,

Marco Nicovich
216 Hiwassee Drive
Starkville, MS 39759-2118
662-323-3960 Home
662-418-0206 cell



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 6, 2023
PAGE: Page 1 of 2

SUBJECT:

Discussion and consideration of appointing Dr. Timothy Schauwecker to the Landscape Advisory Board.

SUMMARY:

There are currently two vacancies on the Landscape Advisory Board. One letter of interest has been received by email. Dr. Timothy Schauwecker has requested and is eligible for an appointment. Dr. Schauwecker is a Mississippi State University Department of Landscape Architecture professor. The appointment is for a 4-year term ending June 7, 2027.

Below are the Terms of Office for the Landscape Advisory Board in Section 2.7.3 of the Unified Development Code:

2.7.3. Terms of office. The members of the Landscape Advisory Board shall be appointed for a four (4) year term with a maximum of two (2) consecutive terms with re-appointment possible after a period of two (2) years absence. The two (2) year absence period shall be waived if no other qualified applicants for the seat are received during the advertising period. Members appointed to fill a vacated unexpired term shall be eligible to be re-appointed for a one (1) full term without an absence.

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 appointing Dr. Timothy Schauwecker to the Landscape Advisory Board with a 4-year term expiring on June 7, 2027.



Daniel Havelin <d.havelin@cityofstarkville.org>

Landscape Advisory Board

Schauwecker, Tim <tschauwecker@lalc.msstate.edu>
To: Daniel Havelin <d.havelin@cityofstarkville.org>

Fri, May 26, 2023 at 11:38 AM

Daniel:

I want to express my interest in serving on the Landscape Advisory Board. Please let me know what the process would entail to be considered for a position on the Board.

Thank you,

Tim Schauwecker



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: June 6, 2023
PAGE: Page 1 of 3

SUBJECT:

Discussion and Consideration of a Special Event request by the StarkVegas Juneteenth Committee for Unity to hold Juneteenth on June 16th and 17th 2023 and have City participation with in-kind services.

SUMMARY:

The estimated cost to the City is \$5,482.00 with the funding being indirectly associated with the cost of city services from multiple departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 1,000.00
Sanitation Department	\$ 2,500.00
Fire Department	\$ 182.00
Street Department	\$ 1,600.00
<u>Starkville Utilities</u>	<u>\$ 200.00</u>
TOTAL	\$ 5,482.00

The applicants are requesting in-kind services to hold Juneteenth in following locations and times.

- June 14th
 - Location: Unity Park
 - Event Time: 5pm – 8pm
 - Description: Prayer and gathering.
- June 16th
 - Location: JL King Senior Memorial Park
 - Event Time: 6pm – 10pm
 - Description: Fireworks to be shot at 10:00pm.
 - See Attachment #1
- June 17th
 - Location: Oktibbeha County Storm Shelter
 - Event Time: 7am – 4pm
 - Description: 5k taking place between 7am-10am.
 - See Attachment #2
 - Location: Fire Station Park
 - Event Time: 5pm-10pm
 - Setup: 10am – 5pm
 - See Attachment #3
 - BBQ Contest McKee Park
 - 10am-2pm

The requested service includes the Police Department, Sanitation Department, Fire Department, Street Department, and Starkville Utilities, with in-kind services cost of \$5,482.00.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

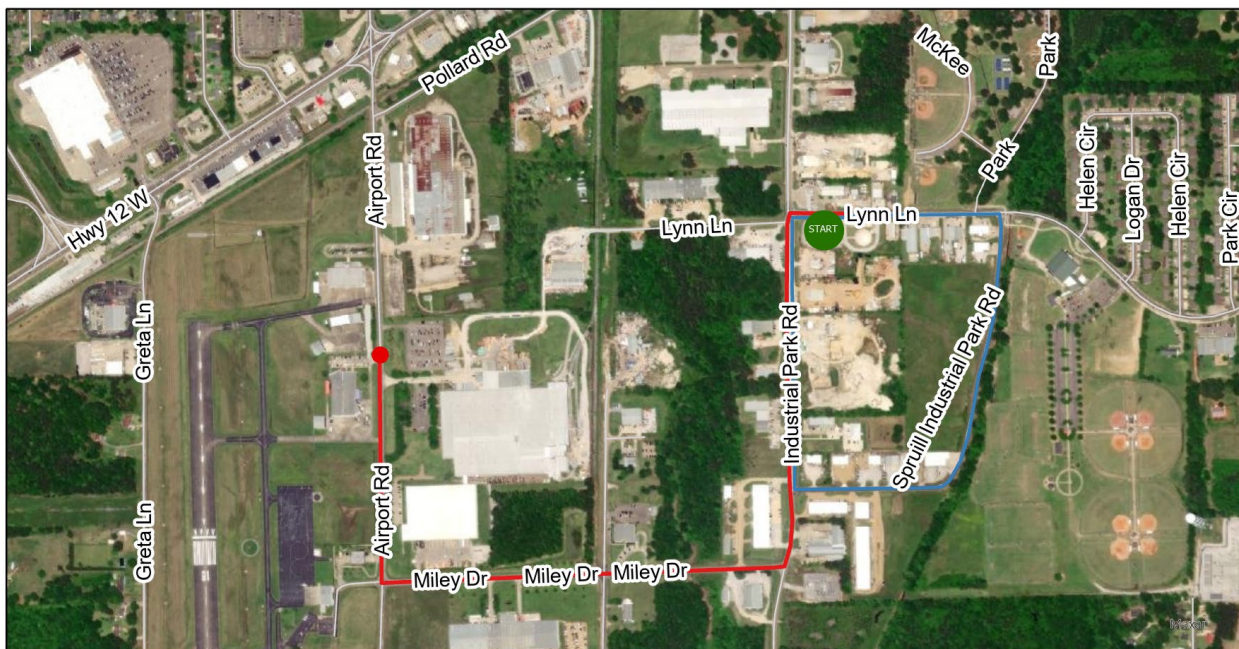
SUGGESTED MOTION:

Move approval of the Juneteenth with in-kind services to be held on June 16th and 17th, 2023.

Attachment #1



Attachment #2



The red route is roughly 3.1 miles when ran to the point on airport road and back to the starting area.

The blue route is 1.33 miles per lap.

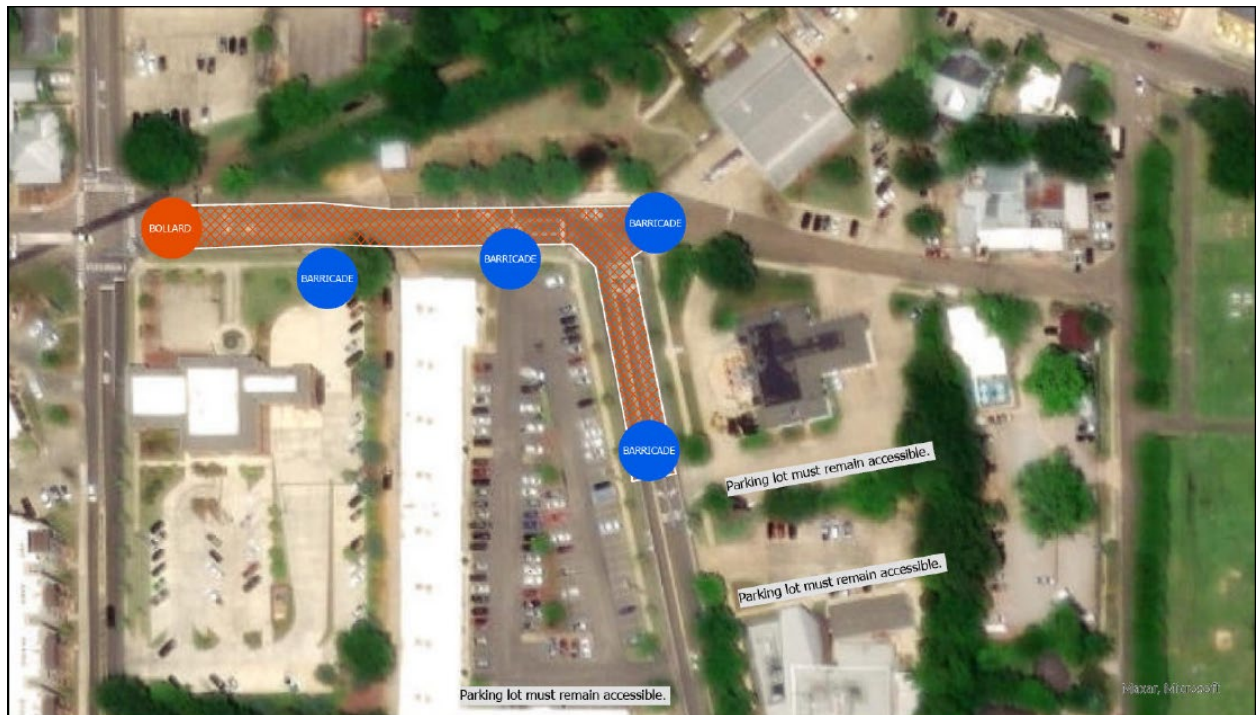
Route

— A

— B

— <all other values>

Attachment #3





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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 06/06/2023

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 May 31, 2023 is \$ 1,416,374.92
Of which the claims amount for Starkville Utilities is \$ 748,772.68

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 May 31, 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 5/19/2023 - 5/31/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-000-054-205	1,258.87
CADENCE /ELAN VISA	78843259	05/18/2023	INDEED FOR MAY 2023	001-000-054-205	208.90
TAYLOR SHOFFNER	INV0036313	05/23/2023	TICKET DISMISSED	001-000-149-691	178.00
Outstanding Total:					1,645.77
Department 000 - UNDESIGNATED Total:					1,645.77
Department: 005 - DUE FROM SFM					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-005-054-208	1,220.00
CANON FINANCIAL SERVICES, INC	30493846	05/13/2023	METER USAGE	001-005-054-208	391.05
ATMOS ENERGY	INV0036298	05/22/2023	MONTHLY USAGE	001-005-054-208	87.85
FUELMAN / FLEETCOR	NP64408719	05/22/2023	FUEL CHARGES 5/15/23-5/21/23	001-005-054-208	65.48
ATMOS ENERGY	INV0036300	05/23/2023	MONTHLY USAGE	001-005-054-208	53.97
FUELMAN / FLEETCOR	NP64433977	05/29/2023	FUEL CHARGES 5/22/23-5/28/23	001-005-054-208	71.61
Outstanding Total:					1,889.96
Department 005 - DUE FROM SFM Total:					1,889.96
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-100-604-330	77.34
MML*MS MUNICIPAL LEAGUE	2594875094313	05/16/2023	MAYOR & 6 ALDERMAN ANNUAL CONFERENCE	001-100-610-350	1,950.00
QUILL CORPORATION	32604876	05/19/2023	COPY PAPER & POST IT NOTES	001-100-680-311	46.01
AMAZON CAPITAL SERVICES, INC.	1DJN-VYTJ-TPRM	05/21/2023	FILE FOLDERS,ENVELOPE,BATTERIES,L ABELS	001-100-680-311	30.60
AMAZON CAPITAL SERVICES, INC.	1DJN-VYTJ-TPRM	05/21/2023	FILE FOLDERS,ENVELOPE,BATTERIES,L ABELS	001-100-680-311	29.61
AMAZON CAPITAL SERVICES, INC.	1DJN-VYTJ-TPRM	05/21/2023	FILE FOLDERS,ENVELOPE,BATTERIES,L ABELS	001-100-680-311	22.99
Outstanding Total:					2,156.55
Department 100 - BOARD OF ALDERMEN Total:					2,156.55
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-110-604-330	77.34
QUADIENT FINANCE USA, INC.	INV0036304	05/08/2023	POSTAGE MACHINE BREAKDOWN	001-110-604-330	690.00
TYLER TECHNOLOGIES	130-136620	05/10/2023	BRAZOS SETUP & CONFIGURATION	001-110-918-805	2,500.00
CANON FINANCIAL SERVICES, INC	30493851	05/13/2023	METER USAGE	001-110-604-330	127.56
CANON FINANCIAL SERVICES, INC	30493855	05/13/2023	METER USAGE	001-110-604-330	114.80
VANYETTA HOLMES	INV0036287	05/18/2023	CONTRACT LABOR 3	001-110-600-301	55.50
JESSICA HYCHE	INV0036292	05/23/2023	CONTRACT LABOR 27 HRS	001-110-600-301	378.00

CLAIMS DOCKET

Post Dates: 5/19/2023 - 5/31/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VANYETTA HOLMES	INV0036310	05/30/2023	CONTRACT LABOR	001-110-600-301	92.50
Outstanding Total:					4,035.70
Department 110 - MUNICIPAL COURT Total:					4,035.70

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0036286	05/16/2023	MONTHLY CHARGES	001-111-604-330	163.87
Outstanding Total:					163.87
Department 111 - YOUTH COURT Total:					163.87

Department: 120 - MAYORS OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-120-604-330	77.34
QUADIENT FINANCE USA, INC.	INV0036304	05/08/2023	POSTAGE MACHINE BREAKDOWN	001-120-604-330	10.00
CANON FINANCIAL SERVICES, INC	30493854	05/13/2023	METER USAGE	001-120-604-330	101.24
MML*MS MUNICIPAL LEAGUE	2594875094313	05/16/2023	MAYOR & 6 ALDERMAN ANNUAL CONFERENCE	001-120-610-350	325.00
SOUTHERN TELECOMMUNICATIONS	INV0036286	05/16/2023	MONTHLY CHARGES	001-120-604-330	102.17
NARRATIVE 12	INV0036311	05/31/2023	SOCIAL MEIA JUNE 2023	001-120-600-302	4,500.00
Outstanding Total:					5,115.75
Department 120 - MAYORS OFFICE Total:					5,115.75

Department: 123 - IT

Outstanding

BLUIP, INC.	172014	04/01/2023	RECURRING CHARGE	001-123-604-330	1,543.97
ACTIVE SOLUTIONS, LLC	SC2279	04/27/2023	CELLULAR CAMERA	001-123-918-805	5,233.39
CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-123-604-330	77.34
CANON FINANCIAL SERVICES, INC	30493845	05/13/2023	METER USAGE	001-123-604-330	100.65
SOUTHERN TELECOMMUNICATIONS	INV0036286	05/16/2023	MONTHLY CHARGES	001-123-604-330	102.17
NEXTSTEP INNOVATION	NSI24024	05/22/2023	RACKMOUNT UPS	001-123-918-805	4,564.00
CADENCE /ELAN VISA	INV0036295	05/24/2023	GATE.COM	001-123-600-300	19.95
CADENCE /ELAN VISA	INV0036296	05/24/2023	GOOGLE	001-123-600-300	19.99
MAXXSOUTH BROADBAND	INV0036307	05/29/2023	CAMERA PROJECT	001-123-918-805	40.00
CADENCE /ELAN VISA	INV0036302	05/30/2023	GOOGLE FOR MAY	001-123-600-300	1.99
Outstanding Total:					11,703.45
Department 123 - IT Total:					11,703.45

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-145-604-330	77.34
QUADIENT FINANCE USA, INC.	INV0036304	05/08/2023	POSTAGE MACHINE BREAKDOWN	001-145-604-330	180.00
CANON FINANCIAL SERVICES, INC	30493844	05/13/2023	METER USAGE	001-145-604-330	480.87
CANON FINANCIAL SERVICES, INC	30493851	05/13/2023	METER USAGE	001-145-604-330	127.55
SOUTHERN TELECOMMUNICATIONS	INV0036286	05/16/2023	MONTHLY CHARGES	001-145-604-330	51.08
QUILL CORPORATION	32604876	05/19/2023	COPY PAPER & POST IT NOTES	001-145-501-200	0.96
QUILL CORPORATION	32604876	05/19/2023	COPY PAPER & POST IT NOTES	001-145-501-200	138.01
AMAZON CAPITAL SERVICES, INC.	1DJN-VYTJ-TPRM	05/21/2023	FILE FOLDERS,ENVELOPE,BATTERIES,L ABELS	001-145-501-200	64.02
AMAZON CAPITAL SERVICES, INC.	1DJN-VYTJ-TPRM	05/21/2023	FILE FOLDERS,ENVELOPE,BATTERIES,L ABELS	001-145-501-200	63.99

CLAIMS DOCKET

Post Dates: 5/19/2023 - 5/31/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1DJN-VYTJ-TPRM	05/21/2023	FILE FOLDERS, ENVELOPE, BATTERIES, LABELS	001-145-501-200	5.99
Outstanding Total:					1,189.81
Department 145 - OTHER ADMINISTRATIVE Total:					1,189.81
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1299960	05/10/2023	BOND RENEWAL CHARLES Y ARBROUGH	001-159-620-371	175.00
Outstanding Total:					175.00
Department 159 - BONDING-CITY EMPLOYEES Total:					175.00
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300241507	05/16/2023	FLEET LEASING PROGRAMA	001-169-615-342	65.86
STARKVILLE DAILY NEWS	300241514	05/17/2023	ORDINANCE TAX ABATEMENT	001-169-615-342	210.92
STARKVILLE DAILY NEWS	300241520	05/18/2023	BD OF ADJ OPENINGS	001-169-615-342	186.50
Outstanding Total:					463.28
Department 169 - LEGAL Total:					463.28
Department: 180 - HUMAN RESOURCES					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0036304	05/08/2023	POSTAGE MACHINE BREAKDOWN	001-180-604-330	10.00
CANON FINANCIAL SERVICES, INC	30493845	05/13/2023	METER USAGE	001-180-604-330	100.65
CLINIC AT ELM LAKE, THE	36260	05/15/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	36271	05/16/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	36281	05/17/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	36282	05/17/2023	DRUG SCREEN	001-180-600-320	35.00
FEDEX	8-134-39948	05/17/2023	PAYROLL	001-180-691-505	32.13
CLINIC AT ELM LAKE, THE	36298	05/18/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	36299	05/18/2023	DRUG SCREEN	001-180-600-320	35.00
CADENCE /ELAN VISA	78843259	05/18/2023	INDEED FOR MAY 2023	001-180-610-340	33.10
CADENCE /ELAN VISA	78843259	05/18/2023	INDEED FOR MAY 2023	001-180-610-340	118.80
QUILL CORPORATION	32604876	05/19/2023	COPY PAPER & POST IT NOTES	001-180-501-200	46.01
Outstanding Total:					550.69
Department 180 - HUMAN RESOURCES Total:					550.69
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-190-604-330	77.33
QUADIENT FINANCE USA, INC.	INV0036304	05/08/2023	POSTAGE MACHINE BREAKDOWN	001-190-604-330	20.00
CANON FINANCIAL SERVICES, INC	30493854	05/13/2023	METER USAGE	001-190-604-330	101.24
TIMOTHY GEDDIE	23053	05/23/2023	ARCHITECTURE REVIEW	001-190-600-300	200.00
Outstanding Total:					398.57
Department 190 - CITY PLANNER Total:					398.57
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	4155561924	05/16/2023	SUPPLIES	001-192-510-220	30.45
CINTAS	4155561944	05/16/2023	SUPPLIES	001-192-510-220	47.58
KONE, INC.	1158533419	05/18/2023	REPAIR TO OUTDOOR ELEVATOR	001-192-630-403	1,079.57
AMAZON CAPITAL SERVICES, INC.	1DJN-VYTJ-TPRM	05/21/2023	FILE FOLDERS, ENVELOPE, BATTERIES, LABELS	001-192-510-220	20.79
ATMOS ENERGY	INV0036298	05/22/2023	MONTHLY USAGE	001-192-625-380	26.53
CINTAS	4156246448	05/23/2023	SUPPLIES	001-192-510-220	30.45
CINTAS	4156246532	05/23/2023	SUPPLIES	001-192-510-220	87.66

CLAIMS DOCKET

Post Dates: 5/19/2023 - 5/31/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LIGHTS & BALLASTS, LLC	162326	05/24/2023	LIGHTS, FIXTURES, REPAIRS CITY HALL	001-192-630-403	1,115.00
JAN-PRO OF MS	873911	05/25/2023	JANITORIAL JUNE 2023	001-192-600-338	1,734.00
CINTAS	4156858597	05/30/2023	SUPPLIES	001-192-510-220	30.45
CINTAS	4156858762	05/30/2023	SUPPLIES	001-192-510-220	87.66
Outstanding Total:					4,290.14
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,290.14

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

OKT COUNTY	151635	03/27/2023	GT LINK ANNUAL SPONSOR FEE	001-195-951-967	20,000.00
BOYS & GIRLS CLUB OF OKTIBBEHA CTY	INV0036293	05/23/2023	ANNUAL CONTRIBUTION	001-195-690-454	5,000.00
OSERVS	INV0036294	05/23/2023	ANNUAL CONTRIBUTION	001-195-690-454	5,000.00
Outstanding Total:					30,000.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					30,000.00

Department: 197 - ENGINEERING

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-197-604-330	77.33
QUADIENT FINANCE USA, INC.	INV0036304	05/08/2023	POSTAGE MACHINE BREAKDOWN	001-197-604-330	40.00
CSPIRE WIRELESS	INV0036303	05/11/2023	ZACH MCCORMICK NEW PHONE	001-197-604-330	279.00
CANON FINANCIAL SERVICES, INC	30493854	05/13/2023	METER USAGE	001-197-604-330	101.24
FUELMAN / FLEETCOR	NP64377305	05/15/2023	FUEL CHARGES 5/8/23-5/14/23	001-197-525-231	26.93
AMAZON CAPITAL SERVICES, INC.	1TYQ-QJDP-PD6J	05/28/2023	INK & PENS	001-197-501-200	83.77
Outstanding Total:					608.27
Department 197 - ENGINEERING Total:					608.27

Department: 201 - POLICE DEPARTMENT

Outstanding

MARK BALLARD	592999	04/08/2023	REIMBURSEMENT CLOTHING ALLOWANCE	001-201-535-233	147.91
STARKVILLE FAMILY PRACTICE	SFP156158X174291	04/21/2023	PRISONER MEDICAL EXPENSE	001-201-541-240	130.00
HARLEY-DAVIDSON OF CENTRAL MS	INV#9	04/22/2023	LEASE PAYMENT 9 OF 12	001-201-635-367	3,150.00
STARKVILLE RADIOLOGY PLLC	428651745	04/26/2023	PRISONER MEDICAL EXPENSES	001-201-541-240	48.00
AT&T MOBILITY	287308867457X05052023	04/27/2023	MONTHLY USAGE	001-201-604-330	85.53
AT&T MOBILITY	287308964770X05052023	04/27/2023	MONTHLY USAGE	001-201-604-330	94.74
CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-201-604-330	347.33
AT&T VPN SERVICE	3149094628	05/01/2023	NCIC CHARGES	001-201-604-330	223.05
AT&T VPN SERVICE	7039928708	05/01/2023	MULTIMEDIA SERVICE ROUTER & PORT	001-201-604-330	205.61
TRI-STARR MUFFLER & BRAKES	082707	05/04/2023	VIN#8066 BATTERY,FUSE,EVAC/RECHARGE OIL CHANGE DYE	001-201-630-360	525.55
R&M TIRES	1144955	05/05/2023	VIN#3012 BP BULB	001-201-630-360	21.95
VILLAGE ANIMAL HOSPITAL, PLLC	240272	05/05/2023	K-9 FOOD, REST,BOARDING	001-201-600-300	487.56
OCH REGIONAL MEDICAL CTR	428651745	05/05/2023	PRISONER MEDICAL EXPENSES	001-201-541-240	644.00
MAXXSOUTH BROADBAND	INV0036289	05/06/2023	POLICE DEPT FORENSIC	001-201-604-330	83.33
TRI-STARR MUFFLER & BRAKES	082745	05/08/2023	VIN#8070 CONVERTERS, LABOR,DRIVERS SIDE RESTRAINT	001-201-630-360	2,558.48
WALMART- CAPITAL ONE	775349	05/08/2023	GV .5L WATER	001-201-501-200	10.72
QUADIENT FINANCE USA, INC.	INV0036304	05/08/2023	POSTAGE MACHINE BREAKDOWN	001-201-604-330	40.00
EAST MISSISSIPPI LUMBER CO.	G62210	05/09/2023	KAY MADE FOR #7320	001-201-630-360	6.17
R&M TIRES	1145027	05/10/2023	VIN#9660 OIL CHANGE	001-201-630-360	84.45

CLAIMS DOCKET

Post Dates: 5/19/2023 - 5/31/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
R&M TIRES	1145028	05/10/2023	VIN#4083 OIL C HANGE	001-201-630-360	93.45
WALMART- CAPITAL ONE	505595	05/10/2023	SUGAR	001-201-501-200	4.24
MID-SOUTH UNIFORM & SUPPLY, INC	639412	05/10/2023	UNIFORMS	001-201-535-233	2,256.20
MAGNOLIA BOTTLED WATER CO	65274	05/10/2023	13 COOLER WATER	001-201-501-200	130.00
WALMART- CAPITAL ONE	071787	05/11/2023	FG 25.90	001-201-501-200	19.94
TRI-STARR MUFFLER & BRAKES	082724	05/11/2023	VIN#4279 INNER FENDER,HEADLIGHT CONNECTOR,RADIATOR	001-201-630-360	876.35
TRI-STARR MUFFLER & BRAKES	082727	05/11/2023	VIN #8061 SECTION	001-201-630-360	60.00
DOSS ELECTRIC, INC.	7296	05/11/2023	REPLACE OIL FIXTURE W/ NEW LED FIXTURE	001-201-630-426	225.97
ARMY NAVY PAWN SHOP	051223A	05/12/2023	3 PAIR OF PANTS	001-201-535-233	125.00
WALMART- CAPITAL ONE	185783	05/12/2023	ZIP TIES	001-201-501-200	31.52
STARKVILLE GLASS & PAINT	32680	05/12/2023	STEWART DURANGO WINDSHIELD REPAIR	001-201-630-360	255.00
GTPDD PHARMACY	38369	05/12/2023	MEDICINE FOR CITY PRISONER	001-201-541-240	42.64
CADENCE /ELAN VISA	8861	05/12/2023	C H PRECISION WEAPONS 6 REPLACEMENT SCREW KITS	001-201-545-238	50.50
DANNY MCCLUSKEY TOWING	12603	05/13/2023	TOWED SUV TO TRI STARR	001-201-600-300	75.00
CANON FINANCIAL SERVICES, INC	30493849	05/13/2023	METER USAGE	001-201-635-369	807.46
CANON FINANCIAL SERVICES, INC	30493850	05/13/2023	METER USAGE	001-201-635-369	56.62
CANON FINANCIAL SERVICES, INC	30493852	05/13/2023	METER USAGE	001-201-635-369	304.25
CANON FINANCIAL SERVICES, INC	30493853	05/13/2023	USAGE & CONTRACT CHARGE	001-201-604-330	115.66
AT&T-NCIC MONITOR LINE	INV0036299	05/14/2023	NCIC MONITORING LINE	001-201-604-330	41.77
WALMART- CAPITAL ONE	063991	05/15/2023	COOLER	001-201-501-200	115.48
R&M TIRES	1145117	05/15/2023	VIN#8061 2 TIRES BALANCE & ALIGNMENT	001-201-630-360	434.51
DPS CRIME LAB	90131489	05/15/2023	ANALYTICAL FEES	001-201-600-300	120.00
FUELMAN / FLEETCOR	NP64377305	05/15/2023	FUEL CHARGES 5/8/23-5/14/23	001-201-525-231	3,355.16
TRI-STARR MUFFLER & BRAKES	082741	05/16/2023	VIN#4659 FREON & EVAC/RECHARGE	001-201-630-360	201.95
ARMY NAVY PAWN SHOP	51623B	05/16/2023	2 OVAL BADGE HOLDERS	001-201-535-233	30.00
WALMART- CAPITAL ONE	883782	05/16/2023	WATER	001-201-501-200	20.32
SOUTHERN TELECOMMUNICATIONS	INV0036286	05/16/2023	MONTHLY CHARGES	001-201-604-330	102.17
SOUTHERN TELECOMMUNICATIONS	INV0036286	05/16/2023	MONTHLY CHARGES	001-201-604-330	51.08
TRI-STARR MUFFLER & BRAKES	082748	05/17/2023	VIN#2115 COIL,LABOR,COMPUTER SCAN,EVAC/RECHARGE FR	001-201-630-360	428.10
ARMY NAVY PAWN SHOP	51723A	05/17/2023	TAC BOOTS,SUMMERWEIGHT PANT	001-201-535-233	125.00
ARMY NAVY PAWN SHOP	51823A	05/17/2023	PISTOL SIGHTS	001-201-545-238	270.00
SULLIVAN'S OFFICE SUPPLY, INC.	81416	05/17/2023	STAPLER, STAPLES,COPY PAPER	001-201-501-200	122.06
GENTRY SIGNS	GS114531	05/17/2023	MOTORCYCLE TRAILER LETTERED & COLOR LOGO	001-201-630-400	290.00
WALMART- CAPITAL ONE	005922	05/18/2023	100 FT CORD,WEED KILLER,GLOVES,HOSE,HEDGE SHEARER	001-201-555-208	283.06
DOLAN CONSULTING GROUP, LLC	0104	05/18/2023	ONLINE TRAINING CHIEF BALLARD	001-201-690-552	125.00
DOLAN CONSULTING GROUP, LLC	0105	05/18/2023	ONLINE TRAINING CAPTAIN EDWARDS	001-201-690-552	75.00
DOLAN CONSULTING GROUP, LLC	0106	05/18/2023	ONLINE TRAINING CAPTAIN ROBERSON	001-201-690-552	75.00
DOLAN CONSULTING GROUP, LLC	0107	05/18/2023	ONLINE TRAINING ASST CHIEF STEWART	001-201-690-552	75.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BRISLIN, INC	230707	05/18/2023	WATER HEATER REPAIR	001-201-630-426	73.50
ARMY NAVY PAWN SHOP	518238	05/18/2023	MACE HOLDERS	001-201-556-251	128.00
LAIRD CLINIC -POLICE ACCOUNT	553241	05/18/2023	PHYSICAL EXAM & DRUG TESTING	001-201-600-319	188.00
EAST MISSISSIPPI LUMBER CO.	D113190	05/18/2023	VIN#8061 SERVICE KEY	001-201-630-360	10.43
TRI-STARR MUFFLER & BRAKES	182658	05/19/2023	VIN#8066 MOTOR MOUNT,TRANSMISSION MOUNT,PTU, LABOR	001-201-630-360	3,112.78
MID-SOUTH UNIFORM & SUPPLY, INC	639711	05/19/2023	VEST, UNIFORMS	001-201-535-233	1,159.84
WALMART- CAPITAL ONE	696288	05/19/2023	LIQUID IV	001-201-501-200	39.94
STARKVILLE UTILITIES	INV0036297	05/19/2023	MONTHLY USAGE	001-201-625-380	6.77
R&M TIRES	1145294	05/22/2023	CHIEF BALLARD REPAIR FLAT	001-201-630-360	25.00
R&M TIRES	1145295	05/22/2023	VIN#3619 REPAIR FLAT TIRE	001-201-630-360	25.00
TRI-STARR MUFFLER & BRAKES	182663	05/22/2023	VIN#9662 COOLANT FAN, COOLANT, COMP SCAN, LABOR	001-201-630-360	899.95
OKTIBBEHA COUNTY COOPERATIVE	898814	05/22/2023	GRASS & WEED KILLER CONCENTRATE	001-201-555-208	49.89
ATMOS ENERGY	INV0036298	05/22/2023	MONTHLY USAGE	001-201-625-380	4,944.11
FUELMAN / FLEETCOR	NP64408719	05/22/2023	FUEL CHARGES 5/15/23-5/21/23	001-201-525-231	2,952.46
R&M TIRES	1145311	05/23/2023	VIN#8070 REPAIR FLAT INSTALL NEW FRONT BRAKE PADS	001-201-630-360	254.99
TRI-STARR MUFFLER & BRAKES	1823674	05/23/2023	VIN#4279 LOWER TORQUE MAINT A/C LINES ETC	001-201-630-360	2,068.02
AD&S INC.	2023052421	05/24/2023	EXTENDED WARRANTY FOR FINGERPRINT MACHINE SOFTWARE	001-201-918-805	495.00
WALMART- CAPITAL ONE	923706	05/24/2023	BATTERIES FOR SITING SYSTEMS ON FIREARMS	001-201-556-251	54.70
TYLER TECHNOLOGIES	025-426347	05/25/2023	ANNUAL FEES TECHNICAL SERVICES	001-201-918-805	269.38
R&M TIRES	1145361	05/25/2023	VIN# 7162 OIL CHANGE & REAR BRAKE LABOR	001-201-630-360	299.95
CARYL PRITCHARD	3696	05/25/2023	REIMBURSEMENT BURNETT ART	001-201-690-552	80.25
MAGNOLIA BOTTLED WATER CO	65369	05/25/2023	9 COOLER WATER	001-201-501-200	90.00
SECURITY SOLUTIONS	8240	05/25/2023	CLOUD ACCESS SOFTWARE	001-201-630-426	1,080.00
STARKVILLE UTILITIES	INV0036306	05/26/2023	MONTHLY USAGE	001-201-625-380	3,267.39
FUELMAN / FLEETCOR	NP64433977	05/29/2023	FUEL CHARGES 5/22/23-5/28/23	001-201-525-231	3,599.63
CARYL PRITCHARD	3696B	05/30/2023	REIMBURSEMENT INTERNATIONAL POLICE PARTNERSHIP	001-201-691-550	80.00
PETTY CASH VOUCHERS	INV0036312	05/31/2023	FUEL	001-201-525-231	34.25

Outstanding Total:	46,131.40
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Department 201 - POLICE DEPARTMENT Total:	46,131.40
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Department: 245 - DISPATCHERS

Outstanding

WALMART- CAPITAL ONE	562147	05/16/2023	KEYBOARD	001-245-501-200	12.88
WALMART- CAPITAL ONE	821674	05/17/2023	KEYBOARD	001-245-501-200	12.88

Outstanding Total:	25.76
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Department 245 - DISPATCHERS Total:	25.76
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Department: 246 - CODE ENFORCEMENT

Outstanding

IVY AUTO PARTS, LLC.	708062	05/09/2023	VIN#7934 BATTERY	001-246-630-400	145.98
FUELMAN / FLEETCOR	NP64377305	05/15/2023	FUEL CHARGES 5/8/23-5/14/23	001-246-525-231	86.71

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FUELMAN / FLEETCOR	NP64433977	05/29/2023	FUEL CHARGES 5/22/23-5/28/23	001-246-525-231	81.03
Outstanding Total:					313.72
Department 246 - CODE ENFORCEMENT Total:					313.72
Department: 261 - FIRE DEPARTMENT					
Outstanding					
AT&T MOBILITY	287312769594X05052023	04/27/2023	MONTHLY USAGE	001-261-604-330	50.35
CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-261-604-330	77.33
O'REILLY AUTO PARTS	0997-305284	05/09/2023	ANTIFREEZE	001-261-630-360	83.94
S&K DOOR AND SPECIALTY COMPANY, INC.	79703	05/10/2023	REPLACE 2 OVERHEAD DOORS @ ST 1	001-261-740-565	5,990.00
DIRECTV	010315788X230511	05/11/2023	SATELITE FOR ST 5	001-261-625-380	3.13
JONES & BARTLETT LEARNING, LLC	702095	05/11/2023	15 NVA FUND FIRE FIGHT SKILLS & HAZMAT	001-261-600-390	1,553.74
AMAZON CAPITAL SERVICES, INC.	1PPR-RFGX-4PF7	05/12/2023	LEADERSHIP BOOK, BOOK, AND SHIPPING	001-261-600-390	46.23
STATE FIRE ACADEMY	30536	05/12/2023	AIRPORT FIRE FIGHTER ROBERTSON/STARKS	001-261-600-390	1,754.00
STATE FIRE ACADEMY	30576	05/12/2023	FIRE FIGHTER MAGEE & PALMER	001-261-600-390	1,000.00
OKTIBBEHA COUNTY COOPERATIVE	895041	05/12/2023	ENGINE OIL	001-261-630-360	15.98
OKTIBBEHA COUNTY COOPERATIVE	895052	05/12/2023	MULCH FOR ST 1	001-261-558-269	64.00
CHASE NEWMAN	INV0036291	05/12/2023	REIMBURSEMENT FOR MSFA TRAINING	001-261-600-390	42.97
CANON FINANCIAL SERVICES, INC	30493847	05/13/2023	METER USAGE	001-261-604-330	234.99
OKTIBBEHA COUNTY COOPERATIVE	895623	05/13/2023	UNIFORM BOOTS	001-261-535-233	125.95
LAIRD CLINIC-FIRE ACCOUNT	552948	05/15/2023	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	552961	05/15/2023	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	552975	05/15/2023	PHYSICAL	001-261-600-319	125.00
FUELMAN / FLEETCOR	NP64377305	05/15/2023	FUEL CHARGES 5/8/23-5/14/23	001-261-525-231	542.02
LOWE'S-FIRE	01987	05/16/2023	FAUCET SPRAY HEAD ST 3	001-261-555-250	8.43
LAIRD CLINIC-FIRE ACCOUNT	552960	05/16/2023	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	553020	05/16/2023	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	553027	05/16/2023	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	553029	05/16/2023	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	553031	05/16/2023	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	553053	05/16/2023	PHYSICAL	001-261-600-319	125.00
LAIRD CLINIC-FIRE ACCOUNT	553055	05/16/2023	PHYSICAL	001-261-600-319	125.00
SOUTHERN TELECOMMUNICATIONS	INV0036286	05/16/2023	MONTHLY CHARGES	001-261-604-330	625.56
CADENCE /ELAN VISA	INV0036290	05/16/2023	ASBESTOS INSPECTION REFRESHER ONLINE	001-261-600-390	200.00
STARKVILLE UTILITIES	INV0036288	05/18/2023	MONTHLY USAGE	001-261-625-380	851.65
HUNTER KOZLOW	00048592	05/19/2023	REIMBURSEMENT EMS PROVIDER CERTIFICATION	001-261-600-390	40.00
ARMY NAVY PAWN SHOP	051923B	05/19/2023	UNIFORM PANTS, BOOTS, & BELT	001-261-535-233	420.00
LOWE'S-FIRE	05809	05/19/2023	OUTDOOR AREA LIGHT	001-261-555-250	113.98
STARKVILLE UTILITIES	INV0036297	05/19/2023	MONTHLY USAGE	001-261-625-380	445.74
ATMOS ENERGY	INV0036298	05/22/2023	MONTHLY USAGE	001-261-625-380	210.52
ATMOS ENERGY	INV0036298	05/22/2023	MONTHLY USAGE	001-261-625-380	386.85
ATMOS ENERGY	INV0036298	05/22/2023	MONTHLY USAGE	001-261-625-380	709.17
FUELMAN / FLEETCOR	NP64408719	05/22/2023	FUEL CHARGES 5/15/23-5/21/23	001-261-525-231	594.65
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17044972	05/23/2023	BATTERY	001-261-630-360	68.00
WALMART- CAPITAL ONE	685326	05/23/2023	LINEN FOR NEW FIREFIGHTER	001-261-555-250	115.72

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S-FIRE	01451	05/24/2023	2 CYCLE READY TO USE FUEL + OIL	001-261-525-231	82.00
ATMOS ENERGY	INV0036308	05/24/2023	MONTHLY USAGE	001-261-625-380	81.45
GATEWAY TIRE & SERVICE CENTER	1018-179587	05/26/2023	L1 TRUCK TIRE	001-261-630-360	553.31
STARKVILLE UTILITIES	INV0036306	05/26/2023	MONTHLY USAGE	001-261-625-380	777.74
FUELMAN / FLEETCOR	NP64433977	05/29/2023	FUEL CHARGES 5/22/23-5/28/23	001-261-525-231	831.90
IAFC - INTERNATIONAL ASSOC of FIRE CHIEFS, INC.	000254969	05/30/2023	MEMBERSHIP RENEWAL CHIEF C YARBROUGH	001-261-690-555	225.00
STARKVILLE AUTO PARTS	5151-160806	05/30/2023	ATO BLADE	001-261-630-360	5.29
CADENCE /ELAN VISA	INV0036301	05/30/2023	VIASAT FOR MAY	001-261-604-330	170.85
Outstanding Total:					20,352.44
Department 261 - FIRE DEPARTMENT Total:					20,352.44

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-281-604-330	77.33
QUADIENT FINANCE USA, INC.	INV0036304	05/08/2023	POSTAGE MACHINE BREAKDOWN	001-281-604-330	10.00
ULINE	18792314	05/12/2023	1000 ELECTRICAL GREEN TAGS	001-281-501-200	301.78
CANON FINANCIAL SERVICES, INC	30493854	05/13/2023	METER USAGE	001-281-604-330	101.24
GATEWAY TIRE & SERVICE CENTER	1018-179141	05/16/2023	OIL CHANGE FOR #CD-04	001-281-525-231	99.10
AMAZON CAPITAL SERVICES, INC.	1DJC-D3W3-WP4J	05/21/2023	PENS, WIRELESS MOUSE,FILE FOLDERS,PAPER CLIPS ETC	001-281-501-200	90.39
AMAZON CAPITAL SERVICES, INC.	1RWP-KC9H-1L33	05/24/2023	FILE FOLDERS	001-281-501-200	13.60
FUELMAN / FLEETCOR	NP64433977	05/29/2023	FUEL CHARGES 5/22/23-5/28/23	001-281-525-231	89.40
Outstanding Total:					782.84
Department 281 - BUILDING/CODES OFFICE Total:					782.84

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

PRECISION COMMUNICATIONS	19551	05/11/2023	3 RENEWAL AGREEMENTS	001-290-630-400	9,850.00
STARKVILLE UTILITIES	INV0036288	05/18/2023	MONTHLY USAGE	001-290-625-380	71.72
STARKVILLE UTILITIES	INV0036297	05/19/2023	MONTHLY USAGE	001-290-625-380	53.15
STARKVILLE UTILITIES	INV0036306	05/26/2023	MONTHLY USAGE	001-290-625-380	2,704.25
Outstanding Total:					12,679.12
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					12,679.12

Department: 301 - STREET DEPARTMENT

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-301-604-330	77.33
APAC-MISSISSIPPI, INC	400148154	05/09/2023	HOTMIX ASPHALT	001-301-560-270	637.72
FEDEX	8-127-13432	05/10/2023	ELLIS TRUCK & EQUIPMENT/CHRIS BLACK	001-301-691-550	46.89
UNIFIRST CORPORATION	1830047214	05/11/2023	UNIFORMS	001-301-535-233	133.18
NEWELL PAPER COMPANY	3155745	05/11/2023	JANITORIAL SUPPLIES	001-301-555-250	491.34
NUNLEY TRUCKING CO., INC.	33654	05/11/2023	3 LOADS OF CRUSH RUN ROCK	001-301-560-270	2,710.41
NUNLEY TRUCKING CO., INC.	33655	05/11/2023	1 LOAD CRUSH RUN ROCK	001-301-560-270	984.34
STARKVILLE AUTO PARTS	5151-1600417	05/11/2023	AIR FILTERS	001-301-630-360	49.98
MMC MATERIALS, INC.	825368	05/11/2023	LONG ST & CARVER DR CURB MUD STIFF	001-301-560-270	996.00
TERRY'S GARAGE & REPAIRS, LLC	8299	05/11/2023	REPAIR AIR BRAKES	001-301-630-400	176.93
EAST MISSISSIPPI LUMBER CO.	A130330	05/11/2023	MISC MAATERIAL FOR SIGN REPAIRS	001-301-565-272	66.04
EAST MISSISSIPPI LUMBER CO.	A130354	05/11/2023	MISC MATERIALS FOR SIGN REPAIR	001-301-565-272	60.13
CANNON FORD LINCOLN	207914	05/12/2023	PLUGS & WIRES	001-301-630-360	90.72

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE LP GAS	3483543	05/12/2023	LP FUEL FOR PATCH TRUCK	001-301-525-231	46.00
APAC-MISSISSIPPI, INC	4000148614	05/12/2023	HOTMIX ASPHALT	001-301-560-270	645.28
GLENN MACHINE WORKS, INC.	81601	05/12/2023	ALL THREAD ROD FOR SHOP	001-301-555-250	17.00
EAST MISSISSIPPI LUMBER CO.	A130433	05/12/2023	CHAIN HOOKS	001-301-555-250	23.35
EAST MISSISSIPPI LUMBER CO.	A130437	05/12/2023	MISC SUPPLIES FOR SIGN REPAIR	001-301-565-272	118.32
BERRY ELECTRIC, LLC	004821	05/15/2023	INSTALL ATTIC VENT FAN IN SHOP	001-301-918-805	665.00
PARKER CDJR*	203201	05/15/2023	INJECTOR & THROTTLE BODY RAM 3500 TRUCK	001-301-630-360	469.54
EAST MISSISSIPPI LUMBER CO.	D112883	05/15/2023	MISC SIGN REPAIR PARTS & MATERIAL	001-301-565-272	114.88
EAST MISSISSIPPI LUMBER CO.	D112931	05/15/2023	SPRAYER	001-301-555-250	100.68
FUELMAN / FLEETCOR	NP64377305	05/15/2023	FUEL CHARGES 5/8/23-5/14/23	001-301-525-231	1,056.74
GATEWAY TIRE & SERVICE CENTER	1018-179093	05/16/2023	EQUIPMENT TRAILER TIRE	001-301-630-400	114.75
BELL BUILDING SUPPLY, INC.	374440	05/16/2023	DUST MASKS	001-301-555-250	24.99
CINTAS	4155561908	05/16/2023	SUPPLIES	001-301-555-250	47.14
WELDING WORKS LLC, THE	1510	05/17/2023	REDECK/REPAIR UTILITY TRAILER	001-301-630-400	2,730.00
AUTOZONE	0426697119	05/18/2023	AIR FILTER & SPARK PLUGS	001-301-630-360	212.83
KIMBALL MIDWEST	101068604	05/18/2023	BOLTS & SPLICES FOR MECHANIC SHOP	001-301-555-250	105.52
JOSHUA REED	1822-9935	05/18/2023	CDL COURSE REIMBURSEMENT	001-301-610-350	69.00
UNIFIRST CORPORATION	1830048560	05/18/2023	UNIFORMS	001-301-535-233	125.80
APAC-MISSISSIPPI, INC	4000149130	05/18/2023	9.5MM RAP HOTMIX ASPHALT	001-301-560-270	644.19
STARKVILLE UTILITIES	INV0036288	05/18/2023	MONTHLY USAGE	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0036288	05/18/2023	MONTHLY USAGE	001-301-625-380	28,752.70
FASTENAL COMPANY	MSSTA104027	05/18/2023	ASPHALT BLADES	001-301-555-250	668.45
KIMBALL MIDWEST	101074744	05/19/2023	100 CAP SCREW	001-301-555-250	26.20
GATEWAY TIRE & SERVICE CENTER	1018-179294	05/19/2023	2 TRUCK TIRES	001-301-630-360	779.28
APAC-MISSISSIPPI, INC	4000149258	05/19/2023	9.5 MM RAP HOTMIX ASPHALY	001-301-560-270	660.54
STARKVILLE UTILITIES	INV0036297	05/19/2023	MONTHLY USAGE	001-301-625-380	327.03
MMC MATERIALS, INC.	827099	05/22/2023	3500 CONCRETE MIX	001-301-560-270	676.00
OKTIBBEHA COUNTY COOPERATIVE	898595	05/22/2023	TOP SOIL	001-301-560-270	240.00
ATMOS ENERGY	INV0036298	05/22/2023	MONTHLY USAGE	001-301-625-380	573.19
FUELMAN / FLEETCOR	NP64408719	05/22/2023	FUEL CHARGES 5/15/23-5/21/23	001-301-525-231	858.66
LATROYIAS JOHNSON	1965-3807	05/23/2023	REIMBURSEMENT CDL TRAINING	001-301-610-350	69.00
APAC-MISSISSIPPI, INC	4000149498	05/23/2023	HOTMIX ASPHALT	001-301-560-270	1,302.55
CINTAS	4156246533	05/23/2023	SUPPLIES	001-301-555-250	54.23
STARKVILLE AUTO PARTS	5151-160662	05/23/2023	REPLACEMENT HOSE FOR PRESSUREWASHER	001-301-555-250	496.17
EMPIRE TRUCK SALES, LLC	CE005104014.01	05/23/2023	PARTS TO REPAIR AIR BRAKES FOR TRUCK 61A	001-301-630-360	778.01
H&R AGRI-POWER	CN37934	05/23/2023	HYD OIL & MOTOR OIL FOR CASE ROLLER	001-301-630-400	139.29
STRIBLING EQUIPMENT, INC.	CS005040983.01	05/23/2023	OIL & FILTER FOR MAINTENANCE ON JOHN DEERE	001-301-630-400	176.30
LOWE'S-STREET	01456	05/24/2023	PINK & WHITE MARKING PAINT	001-301-555-250	132.72
AUTOZONE	0426702338	05/24/2023	FUEL CAP REPLACEMENT	001-301-630-360	9.99
AMAZON CAPITAL SERVICES, INC.	13K7-3V73-FPXC	05/24/2023	DOT APPROVED TRIANGLES	001-301-630-360	117.95
PERRY AGNEW	1601-3672	05/24/2023	REIMBURSEMENT FOR CDL TRAINING	001-301-610-350	69.00
UNIFIRST CORPORATION	1830049421	05/25/2023	UNIFORMS	001-301-535-233	125.20
BELL BUILDING SUPPLY, INC.	375227	05/25/2023	CONCRETE MIX	001-301-565-272	42.34
POWERSTROKE EQUIPMENT SALES & SVC	7530	05/25/2023	POST DRIVER REPAIR	001-301-630-400	166.97

CLAIMS DOCKET

Post Dates: 5/19/2023 - 5/31/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MESHA SANDERS	032754	05/26/2023	CDL TRAINING J REED P AGNEW L JOHNSON	001-301-610-350	2,250.00
STARKVILLE UTILITIES	INV0036306	05/26/2023	MONTHLY USAGE	001-301-625-380	279.98
FUELMAN / FLEETCOR	NP64433977	05/29/2023	FUEL CHARGES 5/22/23-5/28/23	001-301-525-231	1,230.61
CINTAS	4156858732	05/30/2023	SUPPLIES	001-301-555-250	54.23
FASTENAL COMPANY	MSSTA104095	05/30/2023	ASPHALT CUTTING BLADES	001-301-560-270	668.45
GATEWAY TIRE & SERVICE CENTER	1018-179738	05/31/2023	4 TRAILER TIRES	001-301-630-400	459.00

Outstanding Total: 56,054.84

Department 301 - STREET DEPARTMENT Total: 56,054.84

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	001-360-604-330	77.33
FUELMAN / FLEETCOR	NP64377305	05/15/2023	FUEL CHARGES 5/8/23-5/14/23	001-360-525-231	53.18
FUELMAN / FLEETCOR	NP64408719	05/22/2023	FUEL CHARGES 5/15/23-5/21/23	001-360-525-231	52.60
FUELMAN / FLEETCOR	NP64433977	05/29/2023	FUEL CHARGES 5/22/23-5/28/23	001-360-525-231	51.95

Outstanding Total: 235.06

Department 360 - ANIMAL CONTROL Total: 235.06

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

CSP SPORTS FACILITIES COMPANIES, LLC	INV0036305	05/30/2023	MAY 2023 EXPENSE ADVANCE	001-550-600-297	75,000.00
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Outstanding Total: 75,000.00

Department 550 - PARKS AND REC DEPARTMENT Total: 75,000.00

Fund 001 - GENERAL FUND Total: 275,961.99

Fund: 002 - RESTRICTED POLICE FUND

Department: 251 - DRUG EDUCATION FUND

Outstanding

COPY COW	48401	05/05/2023	DARE CERTIFICATES	002-251-501-200	49.35
WALMART- CAPITAL ONE	231742	05/15/2023	DARE GRADUATION SA	002-251-501-200	48.98
WALMART- CAPITAL ONE	855562	05/15/2023	DARE GRADUATION SA	002-251-501-200	60.00
WALMART- CAPITAL ONE	081845	05/19/2023	DARE GRADUATION SA	002-251-501-200	41.44

Outstanding Total: 199.77

Department 251 - DRUG EDUCATION FUND Total: 199.77

Fund 002 - RESTRICTED POLICE FUND Total: 199.77

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

CADENCE /ELAN VISA	1055872	05/16/2023	NFPA LINK INDIVIDUAL PLAN YRLY MCCURDY	003-560-501-200	149.99
CADENCE /ELAN VISA	1055952	05/16/2023	NFPA LINK INDIVIDUAL PLAN YRLY WADE	003-560-501-200	149.99

Outstanding Total: 299.98

Department 560 - RESTRICTED FIRE FUND Total: 299.98

Fund 003 - RESTRICTED FIRE FUND Total: 299.98

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	015-505-604-330	77.33
AMAZON CAPITAL SERVICES, INC.	17FJ-7TTW-4FR3	05/11/2023	HEAVY DUTY NOZZLE	015-505-541-237	31.49
AMAZON CAPITAL SERVICES, INC.	17FJ-7TTW-4FR3	05/11/2023	HEAVY DUTY NOZZLE	015-505-541-237	10.42

CLAIMS DOCKET

Post Dates: 5/19/2023 - 5/31/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	17FJ-7TTW-4FR3	05/11/2023	HEAVY DUTY NOZZLE	015-505-630-400	20.89
AMAZON CAPITAL SERVICES, INC.	17FJ-7TTW-4FR3	05/11/2023	HEAVY DUTY NOZZLE	015-505-630-400	5.99
AMAZON CAPITAL SERVICES, INC.	1V6H-GMHD-9KVH	05/12/2023	POLO SHIRTS, CAPS	015-505-555-250	118.18
SOUTHERN TELECOMMUNICATIONS	INV0036286	05/16/2023	MONTHLY CHARGES	015-505-604-330	173.36
TITAN AVIATION FUELS	3791648	05/18/2023	JET A FUEL	015-505-525-233	23,095.63
WALMART- CAPITAL ONE	446142	05/19/2023	COFFEE	015-505-541-237	12.96
WALMART- CAPITAL ONE	673681	05/19/2023	COFFEE CUPS,SUPPLIES,PAPER TOWELS	015-505-541-237	62.87
STARKVILLE UTILITIES	INV0036297	05/19/2023	MONTHLY USAGE	015-505-625-380	1,422.92
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2304	05/22/2023	CONTRACT SERVICES PAY APP #8	015-505-720-805	2,564.50
FUELMAN / FLEETCOR	NP64408719	05/22/2023	FUEL CHARGES 5/15/23-5/21/23	015-505-525-231	22.16
IVY AUTO PARTS, LLC.	708954	05/23/2023	TOOL TO REPAIR JET A TRUCK HOSE REEL	015-505-555-250	9.99
MAGNOLIA BOTTLED WATER CO	66631	05/24/2023	5 GALLON WATERS AND CUPS	015-505-541-237	62.00
GATEWAY TIRE & SERVICE CENTER	1018-179540	05/25/2023	REPAIR GATOR TIRE	015-505-630-400	12.50
WADE INCORPORATED	W36490	05/26/2023	REPAIR AC SYSTEM IN JOHN DEERE 5100E	015-505-630-400	849.74
Outstanding Total:					28,552.93
Department 505 - AIRPORT Total:					28,552.93
Fund 015 - AIRPORT FUND Total:					28,552.93

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

CLEARWATER INC., ENVIRONMENTAL ENGI	112.2304	05/22/2023	CONTRACT SERVICES PAY APP #8	016-515-730-655	46,161.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2304	05/22/2023	CONTRACT SERVICES PAY APP #8	016-515-730-656	2,564.50
Outstanding Total:					48,725.50
Department 515 - RESTRICTED PROJECTS Total:					48,725.50
Fund 016 - RESTRICTED AIRPORT Total:					48,725.50

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-86	04/30/2023	MONTHLY USAGE	022-322-604-330	77.33
POLLAN & ASSOC. PA	23330	05/01/2023	CUSTOM FULL COLOR TABLECLOTH	022-322-501-200	262.81
POWERSTROKE EQUIPMENT SALES & SVC	7481	05/08/2023	GEARHEAD & EYE LETS	022-322-555-250	123.89
TERRY'S GARAGE & REPAIRS, LLC	8264	05/08/2023	TRUCK 42 REPAIR	022-322-630-360	504.20
STARKVILLE AUTO PARTS	5151-160363	05/09/2023	HYDRAULIC HOSE HHC-G25170-0606	022-322-555-250	70.98
POWERSTROKE EQUIPMENT SALES & SVC	7482	05/09/2023	KEY SWITCH	022-322-555-250	36.99
GATEWAY TIRE & SERVICE CENTER	1018-178840	05/11/2023	TRUCK 41 TIRES	022-322-630-360	781.23
AMAZON CAPITAL SERVICES, INC.	17HY-YYN1-61D1	05/11/2023	OFFICE SUPPLIES	022-322-501-200	89.14
UNIFIRST CORPORATION	1830047213	05/11/2023	UNIFORMS	022-322-535-233	395.14
EAST MISSISSIPPI LUMBER CO.	A130387	05/11/2023	SUPPLIES	022-322-555-250	93.03
SOUTHERN PIPE AND SUPPLY CO., INC	7993188-00	05/12/2023	BARB ELL FOR SWING PIPE,POP UP SPRAY & NOZZLE	022-322-555-250	103.50
STARKVILLE AUTO PARTS	5151-160479	05/15/2023	DEF FLUID	022-322-525-231	647.50

CLAIMS DOCKET

Post Dates: 5/19/2023 - 5/31/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP64377305	05/15/2023	FUEL CHARGES 5/8/23-5/14/23	022-322-525-231	2,791.31
SOUTHERN TELECOMMUNICATIONS	INV0036286	05/16/2023	MONTHLY CHARGES	022-322-604-330	51.08
GATEWAY TIRE & SERVICE CENTER	1018-179112	05/17/2023	96' MOWER FLAT REPAIR	022-322-630-406	25.50
GATEWAY TIRE & SERVICE CENTER	1018-179116	05/17/2023	TRUCK 95 TORE	022-322-630-252	477.23
GATEWAY TIRE & SERVICE CENTER	1018-179194	05/18/2023	TRUCK 42 TIRE	022-322-630-360	389.64
UNIFIRST CORPORATION	1830048559	05/18/2023	UNIFORMS	022-322-535-233	247.54
POWERSTROKE EQUIPMENT SALES & SVC	7504	05/18/2023	REPAIR EXMARK LAZER	022-322-630-254	517.98
CADENCE /ELAN VISA	78843259	05/18/2023	INDEED FOR MAY 2023	022-322-610-340	141.23
TERRY'S GARAGE & REPAIRS, LLC	8333	05/18/2023	TRUCK 93 ERPAIR	022-322-630-252	2,432.14
GATEWAY TIRE & SERVICE CENTER	1018-179285	05/19/2023	TRUCK 93 TIRES	022-322-630-252	939.54
STARKVILLE UTILITIES	INV0036297	05/19/2023	MONTHLY USAGE	022-322-625-380	1,069.04
MHC KENWORTH-TUPELO	T00575600137017	05/19/2023	DASH PANEL	022-322-630-360	358.09
FUELMAN / FLEETCOR	NP64408719	05/22/2023	FUEL CHARGES 5/15/23-5/21/23	022-322-525-231	3,592.93
REGIONS FINANCIAL CORPORATION	1249383	05/24/2023	3 LOADER GARBAGE TRUCKS & 1 KNUCKLE BO	022-322-820-870	128,859.14
MESHA SANDERS	032753	05/26/2023	ELDT TRAINING COREY BELL	022-322-610-350	750.00
FUELMAN / FLEETCOR	NP64433977	05/29/2023	FUEL CHARGES 5/22/23-5/28/23	022-322-525-231	3,897.69

Outstanding Total: 149,725.82

Department 322 - SANITATION DEPARTMENT Total: 149,725.82

Fund 022 - ENVIRONMENTAL SERVICES Total: 149,725.82
Fund: 303 - INDUSTRIAL PARK BOND**Department: 600 - CAPITAL PROJECTS****Outstanding**

OKT COUNTY SUPERVISORS	259027	05/15/2023	NEEL-SCHAFER PROFESSIONAL SERVICE	303-600-600-309	203.13
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Outstanding Total: 203.13

Department 600 - CAPITAL PROJECTS Total: 203.13

Fund 303 - INDUSTRIAL PARK BOND Total: 203.13
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS**Department: 300 - STREET DEPARTMENT****Outstanding**

MARK E. SHAW	46	05/12/2023	INSPECTION SERVICES	305-300-600-324	195.00
MARK E. SHAW	47	05/26/2023	INSPECTION SERVICES	305-300-600-324	3,090.00

Outstanding Total: 3,285.00

Department 300 - STREET DEPARTMENT Total: 3,285.00

Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total: 3,285.00
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018**Department: 600 - CAPITAL PROJECTS****Outstanding**

NEEL-SCHAFER	1087515	05/10/2023	S MONTGOMERY CORRIDOR PLANNING STUDY TASK	319-600-912-852	5,395.33
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Outstanding Total: 5,395.33

Department 600 - CAPITAL PROJECTS Total: 5,395.33

Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total: 5,395.33

CLAIMS DOCKET

Post Dates: 5/19/2023 - 5/31/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
PAUL DAVIS RESTORATION, INC.	5198	05/25/2023	moncrief pool repairs & roof	375-551-907-942	43,432.97
Outstanding Total:					43,432.97
Department 551 - PARK & REC TOURISM Total:					43,432.97
Fund 375 - PARK AND REC TOURISM Total:					43,432.97
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
STARKVILLE DAILY NEWS	300241492	05/11/2023	182 OFF CORRIDOR BIDS	377-318-600-340	94.24
Outstanding Total:					94.24
Department 318 - MS182/MLK Total:					94.24
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					94.24
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
SOUTHERN ELECTRIC CORP OF MS	016	05/17/2023	APP#016 CORNERSTONE SPORTS PARK	380-551-907-943	111,631.56
STARKVILLE DAILY NEWS	300241513	05/17/2023	NEEDMORE COMMUNITY CENTER	380-551-600-200	94.02
Outstanding Total:					111,725.58
Department 551 - PARK & REC TOURISM Total:					111,725.58
Fund 380 - PARK BONDS 2020 Total:					111,725.58
Grand Total:					667,602.24

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	275,961.99	0.00
002 - RESTRICTED POLICE FUND	199.77	0.00
003 - RESTRICTED FIRE FUND	299.98	0.00
015 - AIRPORT FUND	28,552.93	0.00
016 - RESTRICTED AIRPORT	48,725.50	0.00
022 - ENVIRONMENTAL SERVICES	149,725.82	0.00
303 - INDUSTRIAL PARK BOND	203.13	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	3,285.00	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	5,395.33	0.00
375 - PARK AND REC TOURISM	43,432.97	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	94.24	0.00
380 - PARK BONDS 2020	111,725.58	0.00
Grand Total:	667,602.24	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE EL...	1,467.77	0.00
001-000-149-691	MUNICIPAL COURT BOND...	178.00	0.00
001-005-054-208	DUE FROM PARKS & REC -...	1,889.96	0.00
001-100-604-330	COMMUNICATIONS	77.34	0.00
001-100-610-350	TRAVEL / TRAINING	1,950.00	0.00
001-100-680-311	PROFESSIONAL SUPPLIES	129.21	0.00
001-110-600-301	PROFESSIONAL & CONTR...	526.00	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	1,009.70	0.00
001-110-918-805	EQUIP & SOFTWARE	2,500.00	0.00
001-111-604-330	COMMUNICATIONS	163.87	0.00
001-120-600-302	MEDIA/PUBLIC RELATIONS..	4,500.00	0.00
001-120-604-330	COMMUNICATIONS	290.75	0.00
001-120-610-350	TRAVEL AND CONFERENC...	325.00	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	41.93	0.00
001-123-604-330	COMMUNICATIONS	1,824.13	0.00
001-123-918-805	EQUIPMENT & PYMTS	9,837.39	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	272.97	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	916.84	0.00
001-159-620-371	BONDING-CITY EMPLOYE...	175.00	0.00
001-169-615-342	ADVERTISING, NOTICES, F...	463.28	0.00
001-180-501-200	SUPPLIES AND EQUIPMENT	46.01	0.00
001-180-600-320	DRUG/BACKGROUND CH...	210.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	110.65	0.00
001-180-610-340	ADVERTISING	151.90	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	32.13	0.00
001-190-600-300	PROF. SVCS	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	198.57	0.00
001-192-510-220	SUPPLIES	335.04	0.00
001-192-600-338	CONTRACT SERVICES	1,734.00	0.00
001-192-625-380	UTILITIES	26.53	0.00
001-192-630-403	REPAIRS TO BUILDING & ...	2,194.57	0.00
001-195-690-454	ORD 91-1 CONTRIBUTIONS	10,000.00	0.00
001-195-951-967	GREATER PARTNERSHIP/L...	20,000.00	0.00
001-197-501-200	SUPPLIES	83.77	0.00
001-197-525-231	GAS & OIL	26.93	0.00
001-197-604-330	COMMUNICATIONS	497.57	0.00
001-201-501-200	OFFICE SUPPLIES	584.22	0.00
001-201-525-231	GAS & OIL	9,941.50	0.00
001-201-535-233	UNIFORMS	3,843.95	0.00
001-201-541-240	PRISONER MEDICAL/SUPP...	864.64	0.00
001-201-545-238	FIRING RANGE SUPPLIES	320.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-555-208	JANITORIAL SUPPLIES	332.95	0.00
001-201-556-251	POLICE SUPPLIES	182.70	0.00
001-201-600-300	PROFESSIONAL SERVICES	682.56	0.00
001-201-600-319	PHYSICAL & PERSONNEL ...	188.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	1,467.60	0.00
001-201-625-380	UTILITIES	8,218.27	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	12,242.08	0.00
001-201-630-400	EQUIPMENT REPAIR & MA...	290.00	0.00
001-201-630-426	BUILDING MAINTENANCE	1,379.47	0.00
001-201-635-367	MOTORCYCLE RENTAL	3,150.00	0.00
001-201-635-369	COPIER RENTAL	1,168.33	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	430.25	0.00
001-201-691-550	MISCELLANEOUS	80.00	0.00
001-201-918-805	EQUIPMENT & SOFTWARE	764.38	0.00
001-245-501-200	SUPPLIES & UNIFORMS - D..	25.76	0.00
001-246-525-231	GAS AND OIL	167.74	0.00
001-246-630-400	VEHICLE MAINTENANCE	145.98	0.00
001-261-525-231	GAS & OIL	2,050.57	0.00
001-261-535-233	UNIFORMS & UNIFORM C...	545.95	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	238.13	0.00
001-261-558-269	BUILDING MAINTENANCE	64.00	0.00
001-261-600-319	PHYSICAL EXAMINATIONS	1,250.00	0.00
001-261-600-390	FIRE TRAINING	4,636.94	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	1,159.08	0.00
001-261-625-380	UTILITIES	3,466.25	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	726.52	0.00
001-261-690-555	DUES	225.00	0.00
001-261-740-565	FIRE STATION UPGRADES	5,990.00	0.00
001-281-501-200	OFFICE SUPPLIES	405.77	0.00
001-281-525-231	GAS & OIL	188.50	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	188.57	0.00
001-290-625-380	UTILITIES / CODE RED	2,829.12	0.00
001-290-630-400	MAINT CONTRACT & REPA...	9,850.00	0.00
001-301-525-231	GAS & OIL	3,192.01	0.00
001-301-535-233	UNIFORMS	384.18	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	2,242.02	0.00
001-301-560-270	CONSTRUCTION MATERIA...	10,165.48	0.00
001-301-565-272	STREETS SIGNS & PAINT	401.71	0.00
001-301-604-330	COMMUNICATIONS	77.33	0.00
001-301-610-350	TRAINING	2,457.00	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	29,951.68	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	2,508.30	0.00
001-301-630-400	EQUIPMENT REPAIR & MA...	3,963.24	0.00
001-301-691-550	MISCELLANEOUS	46.89	0.00
001-301-918-805	MACHINERY AND EQUIP...	665.00	0.00
001-360-525-231	GAS & OIL	157.73	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-600-297	OPERATING EXPENSE REI...	75,000.00	0.00
002-251-501-200	SUPPLIES	199.77	0.00
003-560-501-200	CODE REBATE SUPPLIES	299.98	0.00
015-505-525-231	GAS & OIL	22.16	0.00
015-505-525-233	JET A FUEL PURCHASES	23,095.63	0.00
015-505-541-237	OPERATING SUPPLIES	179.74	0.00
015-505-555-250	SMALL EQUIPMENT & TO...	128.17	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	250.69	0.00
015-505-625-380	UTILITIES	1,422.92	0.00
015-505-630-400	EQUIPMENT REPAIR & MA...	889.12	0.00
015-505-720-805	CAP OUTLAY-GRANT MAT...	2,564.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
016-515-730-655	FAA 3-28-0068-028-2022 ...	46,161.00	0.00
016-515-730-656	MDOT 3-28-0068-028-20...	2,564.50	0.00
022-322-501-200	OFFICE SUPPLIES	351.95	0.00
022-322-525-231	GAS & OIL	10,929.43	0.00
022-322-535-233	UNIFORMS	642.68	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	428.39	0.00
022-322-604-330	COPIER, PHONES, RADIOS	128.41	0.00
022-322-610-340	ADVERTISING	141.23	0.00
022-322-610-350	TRAVEL / TRAINING	750.00	0.00
022-322-625-380	UTILITIES	1,069.04	0.00
022-322-630-252	VEHICLE R&M - COMMER...	3,848.91	0.00
022-322-630-254	VEHICLE R&M - LANDSCA...	517.98	0.00
022-322-630-360	VEHICLE R&M - RESIDENT...	2,033.16	0.00
022-322-630-406	EQUIPMENT R&M - LAND...	25.50	0.00
022-322-820-870	3 REFUSE TRUCKS AND K...	128,859.14	0.00
303-600-600-309	LEGAL AND PROF SVCS EX...	203.13	0.00
305-300-600-324	INSPECTION AND TESTING	3,285.00	0.00
319-600-912-852	S. MONTGOMERY CORRI...	5,395.33	0.00
375-551-907-942	EXISTING PARK IMPROVE...	43,432.97	0.00
377-318-600-340	ADVERTISING	94.24	0.00
380-551-600-200	LEGAL ADVERTISING	94.02	0.00
380-551-907-943	LIGHTING	111,631.56	0.00
Grand Total:		667,602.24	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	552,685.68	0.00
305300600324	3,285.00	0.00
380551907943	111,631.56	0.00
Grand Total:	667,602.24	0.00



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.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES				PAGE	
PRG. ACTPAYLT				FOR: 06/07/23 ACCOUNT 23200								02:24 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: 95 2 LADIES PROMO													
1075	05/12/23	11203 Uniforms		06/07/23	1403.40	.00	ACH						
1087	05/24/23	11235 Uniforms		06/07/23	226.51	.00	ACH						
				VENDOR TOTAL:	1629.91								
VENDOR: 110 ARKANSAS ELECTRIC													
030699557	05/17/23	11223 Materials		06/07/23	1132.99	.00	ACH						
				VENDOR TOTAL:	1132.99								
VENDOR: 116 AMAZON CAPITAL SERVICES													
1MYP-J6K4-4C7W	05/12/23	11243 Supplies		06/07/23	48.80	.00	ACH						
1WTC-P631-JJHJ	05/12/23	11204 Supplies		06/07/23	182.53	.00	ACH						
				VENDOR TOTAL:	231.33								
VENDOR: 123 ATCO INTERNATIONAL													
I0613291	05/17/23	11239 Supplies		06/07/23	450.65	.00	ACH						
				VENDOR TOTAL:	450.65								
VENDOR: 125 AT & T													
MAY 2023	05/30/23	0 Phone bill		06/07/23	365.87	.00	CHK						
				VENDOR TOTAL:	365.87								
VENDOR: 131 ALTEC INDUSTRIES, INC.													
1228313	05/17/23	11132 Safety Supplies		06/07/23	4076.24	.00	ACH						
51214942	05/17/23	11248 Maintenance		06/07/23	558.16	.00	ACH						
				VENDOR TOTAL:	4634.40								
VENDOR: 134 ATWELL & GENT, P.A.													
11160-11163	05/30/23	0 Engineering Services		06/07/23	13540.00	.00	ACH						
				VENDOR TOTAL:	13540.00								
VENDOR: 139 ACC BUSINESS													
231004881-05/23	05/30/23	0 Internet services		06/07/23	1362.68	.00	ACH						
				VENDOR TOTAL:	1362.68								

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	307	CITY OF STARKVILLE									
2023-IT	05/31/23	0	Annual IT Services		06/07/23	47500.00	.00	ACH			
					VENDOR TOTAL:	47500.00					
VENDOR:	314	CINTAS CORPORATION									
5158987470	05/19/23	10897	Supplies		06/07/23	74.05	.00	ACH			
					VENDOR TOTAL:	74.05					
VENDOR:	321	COLE'S AUTO REPAIR									
20836	05/19/23	11174	Maintenance		06/07/23	1206.89	.00	CHK			
					VENDOR TOTAL:	1206.89					
VENDOR:	400	IVY AUTO PARTS									
707777	05/12/23	11229	Tools		06/07/23	661.98	.00	ACH			
708009	05/17/23	11236	Supplies		06/07/23	8.99	.00	ACH			
708010	05/17/23	11236	Tools		06/07/23	15.99	.00	ACH			
					VENDOR TOTAL:	686.96					
VENDOR:	455	EXELL WATER & COFFEE, INC.									
180269	05/19/23	10898	Water		06/07/23	25.89	.00	ACH			
					VENDOR TOTAL:	25.89					
VENDOR:	604	FASTENAL COMPANY									
MSSTA104013	05/19/23	10576	Supplies		06/07/23	443.52	.00	ACH			
					VENDOR TOTAL:	443.52					
VENDOR:	611	FAIR PRICE LANDSCAPING									
05202023	05/24/23	11141	Landscape Maintenance		06/07/23	6500.00	.00	CHK			
					VENDOR TOTAL:	6500.00					
VENDOR:	616	FUELMAN									
NP64377305	05/30/23	0	Fuel - BG2416403		06/07/23	1966.07	.00	CHK			
NP64408719	05/30/23	0	Fuel - BG2416403		06/07/23	2032.31	.00	CHK			
NP64433977	05/30/23	0	Fuel - BG2416403		06/07/23	1821.26	.00	CHK			

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
UNPAID INVOICES										
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-178428	05/17/23	11227 Maintenance		06/07/23	94.33	.00	ACH			
				VENDOR TOTAL:	94.33			5819.64		
VENDOR:	696	GARNER LUMLEY ELECTRIC								
599839	05/17/23	11222 Materials		06/07/23	1700.00	.00	ACH			
599925	05/17/23	11231 Materials		06/07/23	1230.00	.00	ACH			
				VENDOR TOTAL:	2930.00					
VENDOR:	815	HOWARD TECHNOLOGY SOLUTIONS								
23-00567394C	05/18/23	10239 IT Equipment		06/07/23	132.00	.00	ACH			
				VENDOR TOTAL:	132.00					
VENDOR:	821	H & H TRUCK ACCESSORY CENTER								
CO-O-1015926-01	05/24/23	11234 Equipment		06/07/23	975.00	.00	CHK			
				VENDOR TOTAL:	975.00					
VENDOR:	1010	JT RAY COMPANY								
230515-0433	05/17/23	10901 Copier Service		06/07/23	30.00	.00	ACH			
230515-0434	05/17/23	10901 Copier Service		06/07/23	112.46	.00	ACH			
230515-0435	05/17/23	10901 Copier Service		06/07/23	159.00	.00	ACH			
230515-0438	05/17/23	10900 Copier Service		06/07/23	283.90	.00	ACH			
				VENDOR TOTAL:	585.36					
VENDOR:	1015	JOHN SCOTT								
05/17/23	05/30/23	0 Chrome tip commode levers		06/07/23	27.80	.00	ACH			
				VENDOR TOTAL:	27.80					
VENDOR:	1205	LOWE'S								
901063	05/17/23	11251 Supplies		06/07/23	13.26	.00	CHK			
901935	05/19/23	11265 Supplies		06/07/23	54.63	.00	CHK			
902023	05/17/23	11250 Tool		06/07/23	199.66	.00	CHK			
902049	05/17/23	11254 Materials		06/07/23	7.98	.00	CHK			
				VENDOR TOTAL:	275.53					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
05/25/23	1394	NARRATIVE 12 LLC	0 Consulting		06/07/23	4500.00	.00	ACH			
VENDOR TOTAL:						4500.00					
VENDOR:											
1400	NESCO										
05/17/23	11228	Materials			06/07/23	155.24	.00	ACH			
05/17/23	11237	Materials			06/07/23	143.21	.00	ACH			
05/17/23	11249	Materials			06/07/23	395.76	.00	ACH			
05/17/23	11249	Materials			06/07/23	120.15	.00	ACH			
05/19/23	11257	Materials			06/07/23	158.40	.00	ACH			
05/17/23	11188	Materials			06/07/23	24.18	.00	ACH			
VENDOR TOTAL:						996.94					
VENDOR:											
1407	NEXT STEP INNOVATION										
05/12/23	11060	IT Equipment			06/07/23	4789.00	.00	ACH			
VENDOR TOTAL:						4789.00					
VENDOR:											
1415	NMPAA										
05/30/23	0	Annual Dues			06/07/23	100.00	.00	CHK			
VENDOR TOTAL:						100.00					
VENDOR:											
1536	PALMER'S SERVICE CENTER LLC										
05/17/23	11247	Maintenance			06/07/23	925.34	.00	ACH			
05/17/23	11246	Maintenance			06/07/23	1118.66	.00	ACH			
VENDOR TOTAL:						2044.00					
VENDOR:											
1662	PROGRAPHICS										
05/24/23	11263	Decal			06/07/23	30.00	.00	ACH			
05/24/23	11268	Safety Supplies			06/07/23	665.00	.00	ACH			
VENDOR TOTAL:						695.00					
VENDOR:											
1700	QUILL										
05/18/23	11241	Supplies			06/07/23	99.90	.00	ACH			
VENDOR TOTAL:						99.90					

STARKVILLE UTILITIES										ACCOUNTS PAYABLE LISTING										UNPAID INVOICES										PAGE									
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INVOICE		DATE		PO NBR DESCRIPTION		TEMPL INV		AP DATE		INVOICE AMOUNT		TAX AMOUNT		PMT TYP		PAID AMOUNT		PAID/VOID DATE		CHECK/ACH SEQ																			
VENDOR:		1825		THE WELDING WORKS LLC																																			
1514		05/19/23		11260 Materials				06/07/23		300.00		.00		CHK																									
								VENDOR TOTAL:		300.00																													
VENDOR:		1887		S & S LINE SERVICE INC																																			
2566		05/17/23		10904 ROW Clearing				06/07/23		1495.60		.00		ACH																									
2567		05/17/23		10904 ROW Clearing				06/07/23		4544.30		.00		ACH																									
2568		05/17/23		10904 ROW Clearing				06/07/23		4350.80		.00		ACH																									
								VENDOR TOTAL:		10390.70																													
VENDOR:		1898		SCENTAIR TECHNOLOGIES LLC																																			
11102319608		05/30/23		0 Scent air for lobby				06/07/23		1527.96		.00		ACH																									
								VENDOR TOTAL:		1527.96																													
VENDOR:		1913		SECURITY SOLUTIONS																																			
8061		05/12/23		11014 Camera Installation				06/07/23		3448.25		.00		ACH																									
8153		05/24/23		11015 Camera Installation				06/07/23		4721.80		.00		ACH																									
8154		05/24/23		11016 Camera Installation				06/07/23		4941.20		.00		ACH																									
8155		05/24/23		11018 Camera Installation				06/07/23		4327.75		.00		ACH																									
								VENDOR TOTAL:		17439.00																													
VENDOR:		1927		STAPLES BUSINESS CREDIT																																			
7376806681-0-1		05/24/23		11264 Supplies				06/07/23		31.39		.00		CHK																									
7609352414-0-1		05/17/23		11240 Office Supplies				06/07/23		24.99		.00		CHK																									
7609352414-0-2		05/17/23		11240 Supplies				06/07/23		9.99		.00		CHK																									
								VENDOR TOTAL:		66.37																													
VENDOR:		1940		STUART C. IRBY																																			
S013384208.001		05/17/23		10989 Materials				06/07/23		3477.25		.00		ACH																									
S013384214.001		05/17/23		10990 Materials				06/07/23		3477.25		.00		ACH																									
S013462910.002		05/12/23		11116 Uniforms				06/07/23		295.00		.00		ACH																									
S013492558.002		05/17/23		11177 Materials				06/07/23		590.00		.00		ACH																									
								VENDOR TOTAL:		7839.50																													

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:										
	2015	TEMPLE & SON CO., INC								
INV0228688	05/17/23	11085 Materials		06/07/23	400.00	.00	ACH			
INV0229696	05/17/23	11085 Materials		06/07/23	875.00	.00	ACH			
VENDOR TOTAL:					1275.00					
VENDOR:										
	2033	TRI STARR MUFFLER & BRAKE								
082719	05/17/23	11238 Maintenance		06/07/23	3663.87	.00	CHK			
VENDOR TOTAL:					3663.87					
VENDOR:										
	2040	TVPPA EDUCATION & TRAIN.								
INV0074777	05/30/23	0 Employee training		06/07/23	500.00	.00	ACH			
VENDOR TOTAL:					500.00					
VENDOR:										
	2098	ULINE								
163415547	05/17/23	11244 Supplies		06/07/23	154.30	.00	ACH			
163638430	05/17/23	11255 Supplies		06/07/23	488.32	.00	ACH			
VENDOR TOTAL:					642.62					
VENDOR:										
	2104	UPS								
000012031F193	05/24/23	11280 Postage		06/07/23	16.10	.00	CHK			
VENDOR TOTAL:					16.10					
VENDOR:										
	2210	VERIZON WIRELESS								
9933804327	05/30/23	0 Phone bill 2821-01		06/07/23	560.18	.00	CHK			
9935744202	05/30/23	0 AMI M2M Data Usage		06/07/23	2778.75	.00	CHK			
VENDOR TOTAL:					3338.93					
VENDOR:										
	2300	WALMART COMMUNITY BRC								
05/19/23 STMT	05/30/23	0 Supplies		06/07/23	489.37	.00	CHK			
VENDOR TOTAL:					489.37					
VENDOR:										
	99009732	MS DEPT OF REVENUE (TAGS)								
05/30/23	05/30/23	0 Vehicle Tag		06/07/23	12.00	.00	CHK			
VENDOR TOTAL:					12.00					

PO NBR DESCRIPTION

DATE

INVOICE

TEMPL AP
INV DATE

INVOICE TAX
AMOUNT AMOUNT

PMT
TYP

PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ

GRAND TOTAL: 151351.06

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 4 INNOVATIVE BROADCAST SERVICE											
INV-003221	05/22/23	7328	Maintenance		06/07/23	1322.50	.00	ACH			
INV-003296	05/22/23	7386	Maintenance		06/07/23	377.00	.00	ACH			
INV-003297	05/22/23	7473	Flow Report		06/07/23	300.00	.00	ACH			
INV-003298	05/22/23	7363	Maintenance		06/07/23	1697.50	.00	ACH			
VENDOR TOTAL:						3697.00					
VENDOR: 76 APAC MISSISSIPPI, INC.											
4000148736	05/17/23	6032	Asphalt		06/07/23	612.85	.00	ACH			
6032	05/19/23	6032	Asphalt		06/07/23	620.06	.00	ACH			
VENDOR TOTAL:						1232.91					
VENDOR: 116 AMAZON CAPITAL SERVICES											
16MD-FR7M-GKQF	05/23/23	7525	Tools		06/07/23	549.00	.00	ACH			
1H16-PV1Q-7TXH	05/19/23	7508	IT Equipment		06/07/23	311.48	.00	ACH			
VENDOR TOTAL:						860.48					
VENDOR: 124 ATMOS ENERGY											
3020752702-05/23	05/30/23	0	Utility bill		06/07/23	52.78	.00	ACH			
3020752962-05/23	05/30/23	0	Utility bill		06/07/23	63.46	.00	ACH			
VENDOR TOTAL:						116.24					
VENDOR: 186 BRENNTAG MID-SOUTH											
BMS409270	05/12/23	7468	Chemicals		06/07/23	6765.00	.00	ACH			
VENDOR TOTAL:						6765.00					
VENDOR: 194 AUTOZONE											
0426689610	05/12/23	7477	Maintenance		06/07/23	139.99	.00	ACH			
VENDOR TOTAL:						139.99					
VENDOR: 208 BERRY ELECTRIC, LLC											
004822	05/17/23	7507	Aerator Maintenance		06/07/23	1125.00	.00	ACH			
VENDOR TOTAL:						1125.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 212 BONNER ANALYTICAL TESTING CO										
79816	05/12/23	7489 Testing		06/07/23	1963.80	.00	ACH			
				VENDOR TOTAL:	1963.80					
VENDOR: 220 CENTRAL PIPE SUPPLY										
S100304956.001	05/19/23	5629 Materials		06/07/23	5040.00	.00	ACH			
				VENDOR TOTAL:	5040.00					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3131367-002-000	05/12/23	7305 Materials		06/07/23	650.00	.00	ACH			
3132131-000-000	05/12/23	7465 Materials		06/07/23	417.00	.00	ACH			
3132153-000-000	05/17/23	7502 Materials		06/07/23	3600.00	.00	ACH			
3132191-000-000	05/17/23	7487 Materials		06/07/23	2760.00	.00	ACH			
3132191-001-000	05/17/23	7487 Materials		06/07/23	650.00	.00	ACH			
3132197-000-000	05/12/23	7484 Materials		06/07/23	160.00	.00	ACH			
3132257-000-000	05/17/23	7498 Materials		06/07/23	835.80	.00	ACH			
3132319-000-000	05/25/23	7509 Materials		06/07/23	1540.00	.00	ACH			
3132446-000-000	05/25/23	7545 Materials		06/07/23	178.00	.00	ACH			
				VENDOR TOTAL:	10790.80					
VENDOR: 400 IVY AUTO PARTS										
708463	05/17/23	7504 Maintenance		06/07/23	295.97	.00	ACH			
				VENDOR TOTAL:	295.97					
VENDOR: 470 DNA UNDERGROUND, LLC										
229003-1	05/31/23	0 Main & Lampkin Water/Sewer I		06/07/23	372259.45	.00	CHK			
				VENDOR TOTAL:	372259.45					
VENDOR: 496 EAST MISS LUMBER										
A130064	05/12/23	7462 Tools		06/07/23	50.14	.00	CHK			
E116129	05/17/23	7499 Supplies		06/07/23	108.28	.00	CHK			
E116150	05/17/23	7499 Materials		06/07/23	42.73	.00	CHK			
E116280	05/17/23	7511 Materials		06/07/23	114.62	.00	CHK			
E116669	05/25/23	7542 Materials		06/07/23	111.43	.00	CHK			
F5435	05/25/23	7541 Materials		06/07/23	17.00	.00	CHK			
				VENDOR TOTAL:	444.20					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/VOID DATE ACH SEQ
VENDOR:	498	PUMPELLY OIL ACQUISTION LLC							
P079536-IN	05/25/23	7220 Maintenance		06/07/23	101.15	.00	ACH		
				VENDOR TOTAL:	101.15				
VENDOR:	604	FASTENAL							
MSSTA104012	05/18/23	7513 Supplies		06/07/23	443.52	.00	ACH		
				VENDOR TOTAL:	443.52				
VENDOR:	620	G & C SUPPLY CO., INC.							
6907064	05/17/23	7506 Materials		06/07/23	674.05	.00	ACH		
6908397	05/25/23	7512 Materials		06/07/23	2529.73	.00	ACH		
				VENDOR TOTAL:	3203.78				
VENDOR:	621	EMPIRE TRUCK SALES, LLC							
CE005103882:01	05/18/23	7510 Maintenance		06/07/23	129.25	.00	CHK		
				VENDOR TOTAL:	129.25				
VENDOR:	698	ROBERT K. FORTENBERRY							
05/10/23	05/30/23	0 Water CUE Hours		06/07/23	173.58	.00	ACH		
				VENDOR TOTAL:	173.58				
VENDOR:	702	HACH							
13567780	05/12/23	7433 Lab Supplies		06/07/23	241.22	.00	ACH		
				VENDOR TOTAL:	241.22				
VENDOR:	713	GILLILANDS TREE SERVICE							
INV061	05/12/23	7427 Tree Removal		06/07/23	4450.00	.00	ACH		
				VENDOR TOTAL:	4450.00				
VENDOR:	730	HILTI, INC.							
4621180602	05/17/23	7496 Tools		06/07/23	3500.00	.00	ACH		
				VENDOR TOTAL:	3500.00				

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
6897	05/12/23	736 GUARDIAN LOCK & KEY INC			693.18	.00	ACH			
		7454 Maintenance		06/07/23						
				VENDOR TOTAL:	693.18					
VENDOR:										
168458	05/17/23	765 HYDRA SERVICE, INC.			5358.00	.00	ACH			
		5426 Pump Rental		06/07/23						
				VENDOR TOTAL:	5358.00					
VENDOR:										
1423	05/12/23	825 H & H CONSTRUCTION & EXC LLC			39640.00	.00	ACH			
1424	05/12/23	7478 Santa Anita Upgrade		06/07/23						
1425	05/12/23	7479 Water & Sewer Repairs		06/07/23	1245.00	.00	ACH			
1426	05/12/23	7482 Water & Sewer Repairs		06/07/23	1805.00	.00	ACH			
1427	05/12/23	7483 Water & Sewer Repairs		06/07/23	1350.00	.00	ACH			
		7481 Water & Sewer Repairs		06/07/23	1260.00	.00	ACH			
				VENDOR TOTAL:	45300.00					
VENDOR:										
230515-0437	1010	JT RAY CO			113.05	.00	ACH			
	05/17/23	6040 Copier Service		06/07/23						
				VENDOR TOTAL:	113.05					
VENDOR:										
101036468	1021	KIMBALL MIDWEST			94.82	.00	CHK			
	05/12/23	7486 Maintenance		06/07/23						
				VENDOR TOTAL:	94.82					
VENDOR:										
2191	1191	LUCKETT PUMP & REPAIR INC			2560.20	.00	ACH			
	05/17/23	7446 Maintenance		06/07/23						
				VENDOR TOTAL:	2560.20					
VENDOR:										
901322	1205	LOWE'S			104.38	.00	CHK			
901640	05/12/23	7492 Tools		06/07/23						
901666	05/25/23	7544 Supplies		06/07/23	61.24	.00	CHK			
902729	05/17/23	7495 Materials		06/07/23	16.61	.00	CHK			
	05/12/23	7476 supplies		06/07/23	14.09	.00	CHK			
				VENDOR TOTAL:	196.32					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
	1322	MMC MATERIALS, INC.								
825371	05/17/23	7436 Concrete		06/07/23	287.50	.00	ACH			
826134	05/17/23	7436 Concrete		06/07/23	287.50	.00	ACH			
827103	05/25/23	7532 Concrete		06/07/23	287.50	.00	ACH			
VENDOR TOTAL:					862.50					
VENDOR:										
	1400	NESCO								
S2593606.001	05/17/23	7490 Maintenance		06/07/23	252.29	.00	ACH			
VENDOR TOTAL:					252.29					
VENDOR:										
	1525	OKTIBBEHA COUNTY COOP								
893299	05/12/23	7471 Uniforms		06/07/23	124.00	.00	ACH			
894241	05/17/23	7376 Uniforms		06/07/23	215.18	.00	ACH			
894297	05/17/23	7491 Top Soil		06/07/23	35.00	.00	ACH			
VENDOR TOTAL:					374.18					
VENDOR:										
	1620	POLLAN PROMOS								
23352	05/25/23	7387 Uniforms		06/07/23	4957.15	.00	ACH			
VENDOR TOTAL:					4957.15					
VENDOR:										
	1629	PREMIER WELDING AND REPAIR								
1204	05/18/23	7158 Aerator		06/07/23	36900.00	.00	ACH			
1239	05/12/23	7497 Aerator		06/07/23	1200.00	.00	ACH			
VENDOR TOTAL:					38100.00					
VENDOR:										
	1860	RJ YOUNG COMPANY								
INV6317572	05/12/23	7485 Supplies		06/07/23	33.00	.00	ACH			
VENDOR TOTAL:					33.00					
VENDOR:										
	1905	STARKVILLE AUTO PARTS								
5151-160490	05/17/23	7503 Maintenance		06/07/23	76.99	.00	CHK			
5151-160539	05/18/23	7521 Maintenance		06/07/23	185.48	.00	CHK			
5151-160559	05/19/23	7526 Maintenance		06/07/23	34.66	.00	CHK			
VENDOR TOTAL:					297.13					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
MAY 2023	05/31/23	0	Utility bills		06/07/23	57350.61	.00	DFT			
VENDOR TOTAL:						57350.61					
VENDOR:											
20231155	05/12/23	7474	Pea Gravel		06/07/23	4515.00	.00	ACH			
20231159	05/17/23	7488	Crusher Run		06/07/23	2654.04	.00	ACH			
20231171	05/23/23	7529	Pea Gravel		06/07/23	4515.00	.00	ACH			
VENDOR TOTAL:						11684.04					
VENDOR:											
207915	05/17/23	7494	Maintenance		06/07/23	90.72	.00	ACH			
VENDOR TOTAL:						90.72					
VENDOR:											
APR 2023	05/30/23	0	Phone Bill - 2490 - 66232318		06/07/23	148.65	.00	CHK			
VENDOR TOTAL:						148.65					
VENDOR:											
81250	05/12/23	7480	Supplies		06/07/23	73.98	.00	ACH			
81432	05/18/23	7518	Supplies		06/07/23	33.94	.00	ACH			
VENDOR TOTAL:						107.92					
VENDOR:											
23029	05/18/23	7527	Maintenance		06/07/23	150.00	.00	CHK			
VENDOR TOTAL:						150.00					
VENDOR:											
163589577	05/17/23	7500	Supplies		06/07/23	514.60	.00	ACH			
163874370	05/23/23	7530	Equipment		06/07/23	488.80	.00	ACH			
VENDOR TOTAL:						1003.40					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 06/07/23 ACCOUNT 23110			RUN DATE 05/31/23		02:45 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR: 2104 UPS									
000024W1X6173	05/12/23	6043 Postage		06/07/23	49.87	.00	CHK		
000024W1X6183	05/17/23	6043 Testing		06/07/23	46.70	.00	CHK		
000024W1X6193	05/19/23	6043 Postage		06/07/23	46.36	.00	CHK		
				VENDOR TOTAL:	142.93				
VENDOR: 2111 USA BLUEBOOK									
INV00000111	05/17/23	7440 Maintenance		06/07/23	352.66	.00	ACH		
INV00011266	05/23/23	7493 Materials		06/07/23	221.70	.00	ACH		
INV00019883	05/25/23	7537 Materials		06/07/23	241.83	.00	ACH		
				VENDOR TOTAL:	816.19				
VENDOR: 2202 WAYPOINT ANALYTICAL									
1074438	05/12/23	6042 Testing		06/07/23	312.00	.00	ACH		
				VENDOR TOTAL:	312.00				
VENDOR: 2209 THE WELDING WORKS, LLC									
1449	05/25/23	7314 Repairs		06/07/23	9450.00	.00	CHK		
				VENDOR TOTAL:	9450.00				
				GRAND TOTAL:	597421.62				



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: City Clerk/CFO
AGENDA DATE: 6-06-23
PAGE: 1

SUBJECT: Consideration of renewing property, vehicle and equipment insurance services with Travelers Insurance Company for one year.

AMOUNT & SOURCE OF FUNDING:

HISTORY:

The current insurance policy was quoted in 2022 and has an approximate 3% increase for the upcoming year.

REQUESTING

DEPARTMENT: Office of the City Clerk

DIRECTOR'S

AUTHORIZATION: Lesa Hardin, City Clerk / CFO

FOR MORE INFORMATION CONTACT: Lesa Hardin, 662-323-2525 x.3117

SUGGESTED MOTION: Consideration of renewing property, vehicle and equipment insurance services with Travelers Insurance Company for one year.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 06, 2023
Page: 1

SUBJECT:

Request authorization to hire Jerry Russell as a Grounds Maintenance Worker for the Airport Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked, not to exceed twenty (20) hours per week at \$11.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Funds are available and budgeted within the Department: Account #015-505-430-109

AUTHORIZATION HISTORY:

This is a replacement position previously held by Blake Shirley.

REQUESTING DEPARTMENT:

Airport

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Rodney Lincoln, Airport Director or
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jerry Russell as a Grounds Maintenance Worker for the Airport Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 6, 2023
Page: 1

SUBJECT:

Request authorization to hire Robert Ellington as Foreman in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Robert Ellington - Annual Salary of 45,0000 (21.63) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Robert Roberson who retired.

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 Robert Ellington as Foreman in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 06, 2023
Page: 1

SUBJECT:

Request authorization to hire Devonte Carpenter and Tylan Oden as Sanitation Workers in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Devonte Carpenter - Annual Salary of \$29,120.00 (\$14.00 per hour) based on 2080 hours.

Tylan Oden - 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:

These are replacement position previously held by Avery Manning Jr who resigned and a employee who is on probation.

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 to hire Devonte Carpenter and Tylan Oden as Sanitation Workers in the Sanitation & Environmental Services Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: June 6, 2023

Page: 1

SUBJECT:

Request authorization to hire Cameron Hines as an Entry Level Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

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:

This is a replacement position previously held by Nicholas Evans 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 Cameron Hines as an Entry Level Firefighter in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: June 06, 2023

Page: 1

SUBJECT:

Request authorization to hire Iris Ferguson as a Part Time Custodian in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Iris Ferguson - nonexempt Salary of \$14,560 (\$14.00) based on 1040 hours.

FISCAL NOTE:

Budgeted from line item # 601.20

AUTHORIZATION HISTORY:

This position is to help assist with cleaning the buildings due to the other part-time employee having to reduce their hours.

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 Iris Ferguson as a Part Time Custodian in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: June 06, 2023

Page: 1

SUBJECT:

Consideration of the discipline recommended by Utilities Director Edward Kemp as a result of I.A.#06012023 for a Utilities employee.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Utilities Department

Human Resources Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Utilities Director;

Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the discipline recommended by Utilities Director Edward Kemp as a result of I.A.#06012023 for a Utilities employee.



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE: 6.6.2023
PAGE: 1 of 1

SUBJECT: Consideration of accepting the low quote from Groundstone Construction, LLC to remove and replace a section of floor slab inside the Sportsplex Center as part of the gym floor refinishing.

AMOUNT & SOURCE OF FUNDING:

Account: 375-551-907-942

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Chris Williams, c.williams@cityofstarkville.org , 662-323-2525 Ext. 3122

As part of the Sportsplex Center Court Resurfacing Project, the stage area is being converted to storage space. During construction, it was determined the stage slab elevation is higher than gym slab. As a result, a portion of the slab must be removed and repoured to match the elevation of the gym slab so matching wood flooring can be installed.

We solicited quotes from five contractors and we received two quotes back:

Couvillion Design-Build, LLC	\$17,285
Groundstone Construction, LLC	\$8,900.00 – Low Quote

SUGGESTED MOTION: Move for approval to accept the low quote from Groundstone Construction, LLC to remove and replace a section of the floor slab inside the Sportsplex Center.



CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

22052 Travis Outlaw Center Slab Demo

QUOTE TABULATION

Pay Item	Estimated Quantity	Unit	LOW QUOTE			COUVILLON DESIGN BUILD, LLC		
			Unit Price	Extension		Unit Price	Extension	
INTERIOR SLAB REMOVAL & REPLACE	1.0	LS	\$ 8,900.00	\$ 8,900.00	\$	17,285.00	\$ 17,285.00	
Total Quote =			\$	8,900.00		Total Quote =		
						\$ 17,285.00		



May 26, 2023

QUOTE

PROJECT Outlaw Center - Slab Demo
Starkville, Mississippi

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

SCOPES OF WORK:

1. *Slab Demo and Replace:*

- Sawcut, demo and haul off existing slab.
- Grade and shape existing sub-grade as needed.
- Furnish, place and tie steel reinforcement.
- Pour five (5) inch thick steel reinforced slab and complete with trowel finish.
- Control and expansion joints per ACI standards.
- All concrete to be 4000 PSI.

PRICE: \$ 8,900.00 Lump Sum

NOTES: Quote is Valid for 30 days.
Price does **NOT** include any professional service fees (i.e. architect, engineer, designer etc.)
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.)



couvillion design + build, llc.

TRAVIS OUTLAW CENTER / CITY OF STARKVILLE

DEMOLITION / FOUNDATION WORK

GENERAL REQUIREMENTS

- INSTALL PLASTIC PATHWAY WITH ½ PLYWOOD ON TOP TO PROTECT GYM FLOOR
 - KEEP IN PLACE DURING PROJECT (START TO FINISH)
- STAGE REMOVAL (FRAME AND FLOOR SYSTEM) TO BE HANDLED BY OTHERS
- CUT AND REMOVE SECTION OF CONCRETE ASSOCIATED WITH THE STAGE SECTION THAT PROJECTS INTO THE GYM/COURT AREA (LESS THAN 150 SQFT)
 - PROVIDE DUST CONTAINMENT FOR GYM AREA DURING SAW-CUTTING
 - REMOVE ALL CONCRETE OFF SITE – ESTIMATED TO BE 4" THICK +/-
- REMOVE SUBGRADE TO ALLOW FOR NEW CONCRETE SLAB TO INSTALL FLUSH TO THE HARDWOOD FLOOR SLAB
- CONCRETE SLAB
 - 4" THICK WITH REINFORCEMENT
 - VAPOR BARRIER – 6 MIL
 - #4 REBAR
 - #4 DOWEL AT 24" CENTER
 - FINISH – TROWEL SMOOTH

ESTIMATED PROJECT COST

\$17,285.00



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

AGENDA ITEM NO:
AGENDA DATE: June 6th, 2023
PAGE: 1 of 1

SUBJECT: Request authorization to advertise for bids for the Courts Resurfacing Project.

AMOUNT & SOURCE OF FUNDING:

Fund 312: 2023 Parks Bonds

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT: Chris Williams

This project includes the repair, resurfacing, and restriping of several courts across the City's parks including the tennis courts at McKee Park, J. L. King Park, and the basketball court at George Evans Park.

SUGGESTED MOTION:

Move approval to advertise for bids for the Court Resurfacing Project.



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE: 6.6.2023
PAGE: 1

SUBJECT: Consideration of approval of the professional services contract with Forme Design Group for the JL King Park Splash Pad Expansion Project.

AMOUNT & SOURCE OF FUNDING

\$49,600

Fund 312: 2023 Parks Bond

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT: Stephen Kachelman

This contract is for professional services for design, bidding, and construction administration for improvements made to JL King Park. The scope of this project includes renovations to the existing splashpad, expansion of the existing splashpad, a new pavilion at the splashpad, a park entrance on the corner of Long Street and JW Mosely Drive, and a bathroom located near the football field.

SUGGESTED MOTION: Move for Approval of the professional services contract with Forme Design Group for the JL King Splash Pad Expansion Project.



June 1, 2023

Stephen Kachelman, PE
City of Starkville
Engineering Department
Starkville, MS 39759

Stephen,

I want to thank you for speaking with us to discuss the design of the JL King Splash Pad hardscape and landscape expansion/renovation. This is a great opportunity for the City of Starkville to continue expanding on its park systems. We look forward to working with you and the other team members on the development of this exciting project.

As discussed, we have prepared a proposal for landscape architectural services for your consideration. The following outlines our scope of services and fees.

Our scope of services is as follows:

I. BASE SHEETS AND SITE ANALYSIS

With the provided survey, we will prepare base sheets at an appropriate design scale for the preparation of the conceptual plan.

We will walk the site to become familiar with the surrounding uses and views to aid us in developing our conceptual plan.

II. CONCEPTUAL PLANS

The conceptual design will develop and identify opportunities discussed and others noted in our site analysis. Our proposed designs will be practical and cost effective for implementation and in response to budget.

Plans will be developed in a schematic/diagrammatic design level reflecting the areas identified during our meeting and site analysis.

We will prepare a conceptual plan with the following information shown:

- Splash Pad design
- Entry walls & walks
- Shade structure – to match existing
- Entry Signage – look at relocation
- Seat walls
- Pathways and walks connecting adjacent parking areas & uses
- Bathroom Facility
 - 2 bathrooms
 - Located near the football field

The Conceptual design will include (2) two plans to present during our meeting with selected committee members for preliminary comments of the proposed plan. With

any comments, a final plan will be developed for presentation to the committee. This conceptual plan will be the basis for the construction documents.

III. DESIGN DEVELOPMENT PLANS

A. Hardscape Design Development

Based on the approved and developed conceptual plan, the information will be developed for the owner to review. We will coordinate our plans with the other team members to ensure that all information is coordinated as it is related to the design.

With any further adjustments in the scope or quality of the Project, Forme Design Group will prepare for Plan Development submittals consisting of Drawings and Specifications of areas identified in our scope, setting forth in detail the requirements for the hardscaping of the Project.

These documents shall include at a minimum:

- Splash Pad & Hardscape Layout Plan
- Materials Plan
- Supplemental grading and drainage plan
- Hardscape Details
- Site Furnishings
- Landscape Lighting
- Bathroom Floor Plan
 - Layout plan, including wall locations
 - Layout of windows, doors, plumbing, etc.
 - All elevations to portray the overall design aesthetic

B. Landscape Design Development

We will provide the following services:

Prepare one Design Development Plan based on the approved Preliminary Design, denoting the materials and the location of all major design elements.

Produce final Design Development Documentation sufficient for estimating, including at a minimum:

- Landscape Planting Plan: Indication of plant material by species, location and size range, sufficient for preliminary estimates.
- Landscape Details: General indication of materials and methods of construction for landscape improvement.

IV. FINAL HARDSCAPE & LANDSCAPE PLANS

After your review and comments on the Development Plan, we will prepare the final construction documents and specifications. This final design will incorporate any changes you feel are necessary after review of the design development.

Construction documents will include the following:

- **Layout Plan** – For use in locating all hardscape elements, i.e. ramps, entry columns, fencing, walls, fountains, planters, steps, walks, etc.
- **Splash Pad** - Layout and material will be developed, meeting the proposed inspiration and desired layout. MEP will be provided and coordinated with the Splash Pad consultant.
- **Grading Plan** – Our plans will show any necessary grading information for walks, plazas, proposed walls, and any other areas as it relates to our scope of work. If any landscape type drainage structures are necessary, we will show their locations.
- **Details and Specifications** – We will provide and coordinate construction details and specifications for all paving, steps and hardscape elements in our scope. Lighting will be located and specified for coordination with the landscape and hardscape design.
- **Landscape Lighting** – Our plans will provide layout and specification of landscape and lighting as it relates to our scope.
- **Site Furnishings** – Our plans will provide layout of all outdoor elements including chairs and lounges. Specification of furniture to be discussed and coordinated with the owner for purchase.
- **Bathroom Plans & Elevations**
 - **Layout Plan** – For use in locating all walls, windows, door, electrical fixtures and plumbing fixture locations
 - **Exterior Elevations** – Front, rear, right and left
 - Elevations will be in 2-D form
 - One 3-D Model will be provided in black and white
 - **Interior Elevations** – We will include interior elevations, finishes, millwork, etc.

Final Planting & Details

We will prepare a final planting plan. The planting plan will show the location of all trees, shrubs, groundcovers, seasonal color bed locations and grass to be used. All plants will be properly spaced and labeled on the plan. A plant list showing sizes and root types will be provided for use in comparing and securing landscape contractor bids.

Planting details for proper installation will be provided. Included as well is any supplemental drainage that will be required in the pool area.

Performance Irrigation Plan: Head Layout and details of irrigation. The system design will utilize high-efficiency rotary nozzles and drip lines and plan will reflect the head types.

V. CONSTRUCTION OBSERVATION

Forme Design Group will prepare all necessary bid forms and procurement forms as required for a single procurement package, incorporating changes or modifications as requested by the Owner.

The following services will be included:

a. Hardscape Bid Administration

We will meet with all the contractors to discuss the scope of services during a pre-bid meeting. Upon receipt of all bids, we will review and then discuss with you the bidding.

b. Hardscape Construction Observation

We will provide construction observation based on an approved construction period for the hardscape & landscape installation.

Other services provided in this phase include:

- Participating in pre-bid conferences.
- Preparing addenda to the Construction Documents.
- Distributing required sets of contract documents. Consider, analyze, compare and make recommendations relative to alternatives or substitutions proposed by bidders either prior to or subsequent to receipt of bids or proposals.

Our work is based on the following items:

The Landscape Architect will represent the Client, as his agent, during the Construction of the Landscape Work.

The Construction Observation Phase will commence with the award of the Contract for Construction and will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, thirty (30) days after the Date of Substantial Completion of the Work, whichever comes first.

The Landscape Architect is a representative of the Client during the Construction Phase. Instructions to the Contractor will be forwarded through the Landscape Architect.

The Landscape Architect does not carry the responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work: for the acts or omissions of the Contractor, his Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

We will provide the following:

- a. Attend the Owner/ Contractor meetings if requested. Review progress or construction work for conformance of the Contract Documents as needed for the construction duration period of our specified work.

b. Forme Design Group will visit the site at appropriate intervals to become generally familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Landscape Architect will keep you informed of the progress and quality of the Work, and will endeavor to guard the Client against defects and deficiencies in the Work.

c. Provide clarifications and coordination of documents in writing and/or sketches as requested by the Contractor.

d. The Landscape Architect will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, for conformance with the design concept and conformance with the information given in the Contract Documents.

e. Prepare Punch-list for consultant's scope of work and one (1) subsequent review that the work has been in conformance with the Contract Documents.

FEE SUMMARY

Design Phase	\$27,540
Bidding Phase	\$6,885
Construction Observation	\$11,475
Structural Fees	\$1,900
Reimbursable Costs	\$1,800
Project Total	\$49,600

REIMBURSABLES

In addition to the above stated fees, all substantial print and courier costs will be billed monthly, at cost. Travel/Mileage is included in the above fee.

These reimbursable expenses will be billed monthly along with the design fees. We have not included any structural, electrical or mechanical design in our fees. As required, this will be provided as an additional service.

ADDITIONAL SERVICES (if required)

Consist of professional services provided, if any, which are not described specifically above and as mutually agreed upon between the Client and the Landscape Architect. Examples of such services include, but are not limited to the following:

- A. Substantial increase in drawings or administration due to multiple contracts or multiple phases of work.
- B. Revising drawings or other documents previously approved to accomplish changes requested by the Client.
- C. Assisting the Client in arranging for the work to proceed should the hired Contractor default due to delinquency or insolvency.
- D. Providing administration of design documents for construction should the owner request Landscape Architect/Designer to oversee contractor.



Forme

DESIGN GROUP

JL King Splash Pad Expansion

Landscape Architectural Services

06

- E. Preparing as-recorded drawings showing construction changes in work or final locations of equipment, mechanical or electrical service lines and outlets, on the basis of data furnished by the Contractor.

Prior to proceeding with any additional services, request for additional services shall be placed in writing prior to start of work. Any revisions requested to be made to the Final Plans and Documents after they have been approved and accepted, or services not covered in this proposal will be made at the following hourly rates:

Our hourly rates are as follows:

Landscape Architect:	\$180.00 per hour
Designer:	\$105.00 per hour

Stephen, we are thoroughly excited about working with you on this project. Please do not hesitate to contact us with any questions or concerns you may have in regards to this proposal. If the terms of this proposal are acceptable, please sign the agreement and return to us to proceed with work.

Thank you for the opportunity,

Neil

Approved: _____

Date: _____

ARTICLE 1*Landscape Architectural Services***1.1 Standard of Care**

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

Design Development - Plans that address the above-mentioned scope & incorporating the ideas into a review/submittal set. Construction Documents – Final Plans and Construction Documents for final pricing and construction purposes.

Construction Observation - Observation and site visits to ensure landscape is installed according to the plans and wishes of the client.

1.3 Additional Services

Additional Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation beyond the Compensation stated above.

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements. All changes must be communicated in writing. Compensation for Additional Services can be made at our hourly rate or, if the proposed changes are significant as deemed by the Landscape Architect, then the original fee can be renegotiated.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with professional quality.

ARTICLE 2*Client's Responsibilities***2.1 Information**

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals or disapprovals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner, in writing, so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

ARTICLE 3

Ownership of Documents

3.1 The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project.

3.2 Forme will be given proper credit and acknowledgements for all services rendered. Proper credit will be defined as being named by Client in project identification boards, published articles, promotional brochures, marketing photographs of work, social media or similar communications.

ARTICLE 4

Landscape Architect Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be based on the stipulated sum as indicated above under "Fee Summary", plus Reimbursable Expenses as defined below. Additional Services, when requested in writing by the Client, shall entail additional compensation to be determined at the Forme hourly rate.

4.2 Reimbursable Expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants (which cannot be quantified at the time of contracting) and other, similar direct Project-related expenditures. Reimbursable expenses may be subject to an administrative fee of 10%.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, or number of hours spent working on project, and shall include payments for (2) Additional Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable immediately from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 3.5% interest per month. At the Landscape Architect's option, overdue payments after 90 days may be grounds for termination or suspension of services.

4.5 If through no fault of the Landscape Architect the Scope of Services to be provided under this Agreement has not been completed within 90 days of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

ARTICLE 5*Indemnification*

5.1 Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ARTICLE 6*Dispute Resolution*

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

ARTICLE 7*Suspension/Termination*

7.1 This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

ARTICLE 8*Other Terms and Conditions***8.1 Assignment**

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in the State of Mississippi shall govern this Agreement. If litigation becomes necessary, venue for any causes of action will be in Oktibbeha County, Mississippi and/or the federal courts in the Northern District of Mississippi.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

ARTICLE 9*Waiver of Consequential Damages*

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Owner nor Architect, or their respective officers, directors, partners, employees, contractors, subcontractors, subconsultants or



Forme

DESIGN GROUP

JL King Splash Pad Expansion

Landscape Architectural Services

010

agents, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Program or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party' may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Owner and Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Program.

Approved: _____

Date: _____



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

**AGENDA DATE: June 6, 2023
PAGE: 1**

SUBJECT: Request authorization to declare the Utilities Department Ditch Witch Boring Machine, trailer, and accessories (CMWJ2020K70000372 and 4MNDP272071000419) as surplus and sell on GovDeals.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This machine has been removed from service and is not regularly used.
The electric division initially purchased this machine to construct underground facilities; however, it is not regularly used and our staff lacks the expertise to operate it.

We considered transferring this to the Water division for new waterline installations, but this machine is much too large and heavy for that use. A smaller, more compact machine would be better suited for this use.

In an effort to clean up and eliminate unused items, it is recommended to declare this surplus.

SUGGESTED MOTION:

Move approval to declare the Utilities Department Ditch Witch Boring Machine, trailer, and accessories (CMWJ2020K70000372 and 4MNDP272071000419) as surplus.



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

**AGENDA DATE: June 6, 2023
PAGE: 1**

SUBJECT: Request authorization to approved low bid from Reliability Point for used CCTV truck in the amount of \$287,941.00.

AMOUNT & SOURCE OF FUNDING: 2023 Capital Improvement Plan

FISCAL NOTE: Reliability Point \$287,941.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

Our current TV truck has reached its useful life and is plagued by maintenance issues. A replacement truck has been on the capital improvement plan for a couple of years but it has been difficult to procure due to supply chain. Our team has received a demonstration from approximately 4-5 vendors while evaluating the needs and best vehicle for our needs.

The vehicle proposed in the bid meets our needs. It is lightly used and is one of the vehicles that our staff has viewed in demonstrations.

Please see the attached supporting documentation.

SUGGESTED MOTION:

Move approval to accept the lowest bid from Reliability Point for used CCTV truck in the amount of \$287,941.00.

PROPOSAL FOR A USED CCTV VEHICLE

1 message

Bob Arnold <barnold@reliabilitypoint.com>

Thu, May 25, 2023 at 8:35 AM

To: "bids@cityofstarkville.org" <bids@cityofstarkville.org>

Ms. Lesa Hardin,

Please find attached our bid document in response to your request for quotations for a Used CCTV Vehicle.

Please let me know if you need any additional information.

Thanks,

Bob Arnold

Reliability Point

O – 225-658-0512

C – 225-939-7955

F – 225-654-7962

www.reliabilitypoint.com



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Starkville Aries Voyager Transit CCTV System BR-051923-BA1.pdf

1730K

Used CCTV Proposal

1 message

Bob Arnold <barnold@reliabilitypoint.com>

Thu, May 25, 2023 at 8:59 AM

To: "j.mclaurin@cityofstarkville.org" <j.mclaurin@cityofstarkville.org>

Cc: "bids@cityofstarkville.org" <bids@cityofstarkville.org>

JoAnn,

Here you go.

Thanks,

Bob Arnold

Reliability Point

O – 225-658-0512

C – 225-939-7955

F – 225-654-7962

www.reliabilitypoint.com



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Starkville Aries Voyager Transit CCTV System BR-051923-BA1.pdf

1730K



City of Starkville
Ms. Lesa Hardin
110 West Main St.
City Hall
Starkville, Mississippi 39759

Re: Bid for A USED CCTV CAMERA VEHICLE

Ms. Hardin,

We appreciate the opportunity to provide the City of Starkville, MS with our bid for a USED CCTV CAMERA VEHICLE.

The Camera vehicle is a standalone vehicle equipped with a self-supporting camera system utilized for inspecting sanitary and storm drainage sewers. This package contains the pricing and detailed description of our offering. In addition, City of Starkville CCTV Inspection personnel have had the benefit of seeing and demoing the exact vehicle that we are quoting.

In addition to this letter, which is considered a part of our bid, we have included detailed technical specifications of our offering, both the vehicle and the CCTV system.

We also offer the following information to the questions that you posed regarding this used vehicle.

The vehicle currently has 12,000 miles on it and should have less than 26,000 miles upon delivery in early July. It is in fully working condition and has NO exceptions. The vehicle comes with the remaining full factory warranty.

The Closed Caption Television Camera system is like new, in perfect working order and fully functioning with NO exceptions noted. It currently has 193 operating hours on the camera/crawler system and should be delivered with less than 300 operating hours in early July. It will come with a FULL FACTORY WARRANTY.

The self supporting generator is in like new, fully working condition with NO exceptions noted. The current operating hours on the generator is 44 and should be delivered with less than 100 operating hours. It will come with the remaining factory warranty.



Pricing does not include any tax. The City of Starkville will be responsible for any taxes that may be due on this purchase. It does however include delivery to the City Yard.

We appreciate the opportunity to offer our products and support to the City of Starkville. We look forward to working with you and your team on this and future endeavors.

If you have any questions, or require further information to support your decision, please do not hesitate to contact me at 225-939-7955 or barnold@reliabilitypoint.com.

Sincerely,

Robert L. (Bob) Arnold, Jr.
President.



7934 Wrenwood Blvd,
Suite A
Baton Rouge, LA 70809

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below and contact us if you need additional information or when you're ready to place your order.

Quote For:		Reliability Point, LLC	
City of Starkville, MS		Quotation #	BR-051923-BA1
Bailey Wofford		Date Quoted	May 24, 2023
605 Dr Martin Luther King Jr Dr		Sales Rep	Aaron Arnold
Starkville, MS 39759		Contact Number	(225) 939-7955

Line	Qty	Part Number	Description	Unit Price	Ext. Price
1	1	CFG-Trk-2180	Starkville, MS Voyager System in Aries Demo Unit "Katia" See Attachment 1 for details	\$ 235,776.00	\$ 235,776.00
2	1	TRK000	2023 Ford Transit 3.5L PFDi, 9500#, Extended Length High Roof	\$ 52,165.00	\$ 52,165.00
				Total	\$ 287,941.00

For technical questions please contact:

Mason Hitt
mhitt@reliabilitypoint.com
(832) 690-1411



7934 Wrenwood Blvd,
Suite A
Baton Rouge, LA 70809

For commercial questions, or to place an order from this quotation, please contact:

Bob Arnold
(225) 939-7955
barnold@reliabilitypoint.com

All quotations are good for 60 days. All orders are subject to vendor's acceptance. By submitting an order for these items to Reliability Point you are accepting our Terms & Conditions (copy attached) unless other arrangements have been made and confirmed in writing. All credit card charges are subject to a 3% handling charge. See Terms & Conditions #2 for details.

Thank you for the opportunity to provide you this proposal.

Bob Arnold
President



7934 Wrenwood Blvd,
Suite A
Baton Rouge, LA 70809

Statement of Terms and Conditions

Acceptance of any purchase order is expressly conditioned on Buyer's assent to these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by Seller.

Payment – Except as otherwise agreed to by Seller in writing, the following payment terms apply:
Buyer shall pay seller all invoiced amounts within 30 days from date of invoice. Payment terms are NET30 unless prior approval is given by Seller. Buyer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by applicable law, whichever is less, for each calendar month or fraction thereof after the 30 day period. Reliability Point may add a 3% handling charge if necessary. Buyer shall also be responsible for any reasonable collection costs incurred by Seller for the collection of past due payments on Sellers invoice.

Credit Cards – Excepts as otherwise agreed to by Seller in writing, a handling charge of 3% will be added to total selling price for all payments made by a credit card.

Taxes and Duties – Prices do not include any sales, use, excise, value-added or similar taxes. Liability for all taxes, licenses, or other fee imposed by any governmental authority upon the production, sale, shipment, or used of Goods or Software or the performance of Services covered by this solicitation shall be assumed and paid for by the Purchaser, and Purchaser shall indemnify Reliability Point against any such liability. Applicable sales or use taxes are billed by Reliability Point unless suitable exemption certificates are furnished by Purchaser before acceptance by Reliability Point.

Delivery, Title Transfer, Risk of Loss - Buyer shall pay all delivery charges/costs from ship point to delivery point. Title to shipped products shall pass to Buyer immediately after each item departs from manufacturer's or Sellers facility. Seller shall not be liable nor in breach or default of its obligations under the contract to the extent performance, of such obligations, is delayed or prevented, directly or indirectly, due to causes beyond the Sellers reasonable control.

Travel and Expenses - Pricing does not include travel and expenses. Travel and expenses, as applicable, will be billed IAW Reliability Point, LLC standard terms and conditions. This includes travel time, portal to portal, \$ 75.00 per hour, mileage, portal to portal, \$1.00 per mile. Lodging, airline ticket and car rental expense at cost. A per diem charge of \$75.00 per day per technician will be billed.

Order Cancellation / Returns – All cancelled orders and non-defective returned items will be subject to a 20% restocking/processing fee. This is in addition to any restocking fee assessed by the manufacturer.

Minimum Orders: Orders must be in excess of \$100.

Pipeline HD Television Inspection Van

This HD sewer television system is delivered complete, ready for operation. The system includes a pan/tilt/zoom camera and transporter with inspection capacity from 6" to 24" lines. This system is currently operating as Aries demonstrator van "Katia". Estimated mileage upon delivery is 26,000 and the unit will be available July 31, 2023.

REF Quote Line 1 – System and Outfitting

- 1 Ford Transit 350 HD extended body high roof van with 3.5L PFDi gas engine, 9500 GVWR. See detailed specs for full vehicle specs, to which Aries will include:**
 - 1 Roadside DOT-rated safety kit including fire extinguisher, triangles, and flares
 - 2 Adjustable LED floodlights, mounted inside rear doors
 - 1 Vehicle exterior lighting package, including
 - 1 LED traffic advisor, mounted rear facing, with cab mounted controller
 - 3 Roof mounted amber LED strobe lights, (2) front and (1) rear of body
 - 1 Strobe control switch in traffic advisor controller
- 1 7,000W, gas powered, commercial grade generator, 120V, 60 Hz, with electric local and remote start/stop control to include:**
 - 1 Generator enclosure lined with maintenance access panels and ventilation grating
 - 1 Airflow separating mounting bridge
 - 1 Exhaust system with internal muffler
 - 1 Auxiliary battery, 12V DC and case
 - 1 DC converter, 45A
 - 1 Electric distribution panel and circuit breaker box, 8-space
 - 1 Electric supply transfer system, house power or generator system, automatic, 50A
 - 1 35' cord and house power receptacle with cover
 - 1 System engineering panel to include:
 - 1 Generator Voltage and frequency meter, digital
 - 1 Generator start/stop switch and hour meter
- 1 Van control room interior including:**
 - 1 Lonplate non-skid floor covering
 - 1 Pewter Formica laminated surface wall covering
 - 1 White Kemlite embossed ceiling cover
 - 1 Bulkhead wall with sliding Plexiglas sliding window
 - 1 Roof mounted air conditioner, 13500 BTU with heat strip
 - 1 Wall mounted 1500-watt heater, with wall mounted on/off switch
 - 1 Ergonomically contoured and finished control desk
 - 1 Standard electrical upfitting package
 - 1 LED lighting system with dimmer switch
 - 1 Operator chair, swivel with casters
 - 1 Fire extinguisher, 10lb, 4A60 B:C rating, OSHA/DOT-approved
 - 1 54" high closet, 3 shelves minimum, with storage space on top

- 1 Van equipment room interior including:**
 - 1 Lonplate non-skid floor covering
 - 1 Light gray Kemlite laminated surface wall covering
 - 1 White Kemlite embossed ceiling cover
 - 1 Standard electrical upfitting package
 - 1 LED lighting system
 - 1 Set equipment tie down rings, shipped loose
 - 1 Work bench with Lonplate worktop and vise
 - 1 7-drawer toolbox
 - 1 Storage shelving
 - 1 Wall mounted downhole pole storage tube
- 1 Water wash down system for equipment clean-up including:**
 - 1 Water storage tank, 19-gallon
 - 1 Set of fill, vent and drain connections
 - 1 Water tank demand pump
 - 1 25' retractable wash down hose with spring-loaded hand nozzle
- 2 22" LCD flat panel monitor, mounted above control room desktop**
- 1 24" LCD flat panel monitor, TV viewing, mounted rear viewing in equipment room**
 - 1 Video amplifier and distributor box, HDMI
- 1 Ultra compact computer, with features including:**
 - 11th Generation Core i5-1135G7, 4 core, 8 thread, 28W
 - Windows 11 Professional 64bit
 - Intel X graphic
 - 16GB total DDR4 memory
 - Internal backlit keyboard with numeric keypad
 - 512GB solid state hard drive
 - Intel AX201 WiFi 6 + Bluetooth 5.2
 - Ports: (4) HDMI, (6) USB 3.2, ethernet, audio jackDC400-VEH
- 1 WinCan VX Expert software package, including: Subscription Software**
 - Section data collection
 - Basic reporting
 - Data viewing tool
 - Map viewer
 - Photo assistant
 - WinCan Draw
 - Meta database tool
 - Database transfer tool with SQL and Oracle option
 - Multiple inspections
 - Grading/scoring tool
 - MPEG 1/2/4 and HD video creation
 - Text generator control
 - Inclination data and reporting
 - WinCan Validator
 - Lateral / satellite with LACP standards
 - Manhole / borehole with MACP standards

Report generator
WinCan Map Expert
WinCan Analyst
ESRI GIS connection

1 Video capture device

1 Aries DC400 Voyager All-in-One Desktop Controller, including:

- 1 7" color flat touch-screen status & diagnostics monitor
- 1 Sealed connector for interconnect cable to reel
- 1 Camera controls
- 1 Tractor controls
- 1 Reel controls
- 1 Internal digital video recorder & controls
- 1 Internal overlay module with footage & inclination
- 1 Alphanumeric full "QWERTY" keyboard for video titling and report data input
- 1 Storage and transportation case

1 Truck mount inter-connect cable

1 Aries HD400 Voyager zoom, rotate & horizontal pan camera w/ high-intensity LED lighting and integrated self-cleaning lens wiper system, including:

- Voyager zoom pan and tilt camera w/ multi-axis infinite rotation
- Integrated on-demand self-cleaning lens wiper system
- 120X zoom (10X optical & 12X digital)
- High-resolution 1080(V) x 1920(H) output
- Auto-focus with manual override
- Auto-iris with manual override
- Maintenance-free directional white LED lighting that follows the camera's field of view
- High-sensitivity camera sensor for low-light applications
- "Starlite" low-light level amplification feature with (4) user selectable amplification steps
- Automatic home feature with forks at top and bottom of camera head
- "One Touch Scanning" feature with (2) user selectable continuous joint scan presets
- "Quick Look" preset view positions (6) (Up, Down, Right, Left, Lat R, Lat L)
- Robust, environmentally sealed camera for use in live pipe, including:
 - Scratch-resistant sapphire lens window
 - Camera recessed behind forks for frontal impact protection
 - Rubber bumpers on forks
 - Camera housing with hardened metal finishes and non-corrosive metals
 - Recessed fasteners & no camera protrusions
- Proportionately slowed camera movements when zooming
- Fast-check internal pressure monitoring system
- On-screen camera diagnostics functions including:
 - Camera internal pressure, temperature, operating hours, internal power regulated voltage value, camera model, serial number, firmware revision, control error recognition, LED current value.
- 1 Camera storage and transport case
- 1 Camera nitrogen recharge kit

1 Aries TR400 Voyager steerable self-propelled transporter for 6" relined to 24" lines, including:

- 1 Transporter assembly with continuous duty 120-Watt brushless drive motors
- 6 Rubber wheels, 3-3/8" diameter for 6" lines
- 4 Rubber wheels, 4-3/8" diameter for 8-12" lines
- 4 Rubber wheels, 5" diameter for 12-18" lines
- 4 Extended hub dually rubber wheels, 5" diameter for 18-21" lines
- 1 Remotely-operated electric camera lifting mechanism
- 1 Fast-check pressure monitoring system
- 1 Rear viewing camera with LED lighting
- 1 512 Hz internal locating beacon
- 1 Integrated inclinometer system
- 1 Auxiliary detachable light head
- 1 Storage and transport case
- 1 Set maintenance parts

2 Carbide impregnated high traction wheels, 3-1/8" diameter for 6" lines

2 Carbide impregnated high traction wheels, 3-7/8" diameter for 8-12" lines

2 Carbide impregnated high traction wheels, 5" diameter for 12-18" lines

2 Extended hub carbide impregnated high traction wheels, 5" diameter for 18-21" lines

1 PR400 Voyager cable and reel assembly, including:

- 1 Lightweight aluminum frame
- 1 Drum and motor assembly with electric clutch
- 1 Cable level wind assembly with one-button adjustment
- 1 Sealed continuous contact 6-conductor slip ring assembly
- 1 Distance meter encoder
- 1 Emergency stop push button switch
- 1 1200' of 6-conductor Kevlar-strengthened cable with water-block to prevent wicking
- 1 AC power switch
- 1 120 VAC power input plug with cord
- 1 Cable guide rollers on extendable Downrigger assembly with single-button deployment and spring-loaded top roller for easy cable removal.
- 1 Drum tensioner control with knob for fine adjustment
- 1 CANbus controlled cable management system
- 1 6-pin cable termination
- 1 HC400 Handheld pendant with 15' coiled cable for at-manhole operation of reel & transporter

1 Storage drawer under reel

1 Cable manhole guide system including:

- 1 Manhole top roller assembly
- 1 Manhole bottom roller assembly and adapter hook
- 1 Insertion and extractor pole assembly and tractor adapter
 - 3 Quick lock extension poles, fiberglass
- 5 Additional fiberglass extension poles

2 Operation / maintenance and spare parts manuals

1 Maintenance tool kit

1 Delivery of system

1 Day of training, web-based, software

1 One year warranty, TV system

1 Day of On-site training, TV system

REF Quote Line 2 – Vehicle

Ford Transit 350 High Roof Extended Length, 148" Wheelbase
3.5L PFDi V6 gas engine, 275hp@ 6500rpm, 262lb·ft @ 3750rpm
250A alternator
Dual 12VDC 70A·h 610CCA batteries
GVWR 9500
FAWR 4130
RAWR 6000
Tires (4) 235/65R16C A/S
Front axle with MacPherson suspension with stabilizer bar
Rear axle with parabolic leaf springs and heavy-duty gas shock absorbers
Limited slip rear differential, 4.10 ratio
25-gallon fuel tank
4-wheel disc antilock brakes
10-speed automatic transmission with overdrive and SelectShift
Engine block heater
Backup alarm

Interior / Exterior

Vinyl reclining bucket seats
Cab air conditioner
Heater - manually operated with defroster and window defoggers
AM/FM stereo including rear view camera display
Analog instrument panel including speedometer, odometer/trip, fuel gauge, voltmeter, engine temp, and oil pressure
Long arm manual folding heated rearview mirrors with power adjust and turn signals
Intermittent windshield wipers with pulse washers
Steering wheel mounted cruise control
Power windows and locks
(2) additional keys, (4) total
Rear doors with 253-degree opening
Paint: oxford white
Dimensions = 172.2" long load space, 81.5" interior height, width 45.4" at wheel wells, 70.2" maximum interior



Voyager™ HD Mainline Inspection System

Capture clear, detailed video of pipes relined 6" to 48" and larger with our innovative Voyager™ HD Mainline Inspection System. It combines a rugged tractor, innovative high-definition 1080p WiperCam® camera, and an advanced CANbus controller.

Detailed HD Video Capture

- Pan and tilt 1080p HD video camera captures every detail
- 120x zoom capability for rapid pipe assessment
- Built-in lens wiper technology maximizes time in the pipe
- Dual camera lasers for accurate crack measurement (optional)

Responsive & Powerful

- Compact tractor with all-wheel drive to navigate tough terrain
- Rear-viewing HD camera to monitor retrieval
- Multiple wheel configurations and integral camera lift to match pipe conditions and sizes
- Auto-drive to waypoints and auto-retrieve for maximum efficiency

Easy & Efficient Operation

- Digital CANbus controller delivers instantaneous crawler and camera response
- Fingertip controls for outstanding operator ergonomics
- Handheld pendant for system control at the manhole
- 1200' cable reduces truck setup time



Specifications

Voyager™ HD Mainline Inspection System

Advanced Mainline Assessment Technology

The Voyager HD is powerful, innovative and designed to complete mainline inspections with unmatched accuracy and efficiency. The Voyager is designed and built at Aries Industries' U.S. plant. Easy to use and maintain, the Voyager delivers unmatched video quality.

Overall System Specifications:

- Includes: Controller, Crawler, Camera, Reel

Desktop Controller

- Digital CANbus controls for instantaneous crawler & camera response
- Ergonomic controller with keyboard and dual joysticks
- Responds to multiple controls simultaneously
- Graphical crawler roll-angle display
- Rollover risk alerts
- Loss of seal integrity alerts with proactive internal pressure, temperature & humidity monitoring
- Crawler speed display
- Control tractor, reel & camera at the manhole with handheld pendant

Crawler

- Crawler fits pipes relined 6"-48" and larger
- Standard motorized camera lift with internal gearing
- Autonomous time-saving functions such as auto-drive to waypoints & auto-retrieve
- Tool-less camera attach/detach with rugged connector
- Tool-less cable attach/detach
- Tough, reflective Kevlar lift strap with deployment loop
- HD backup camera

Camera

- Pan & tilt, 120x zoom HD camera captures and transmits excellent quality, HD video (1080p x 1920p)
- In-the-pipe Aries WiperCam lens cleaning system with field-replaceable wipers
- Optional dual camera lasers for accurate crack measurement
- Front camera bumpers

Cable Reel

- Truck-mounted reel with 1200' of 6-conductor cable
- 1200-pound pull strength
- Simple 6-wire reel termination
- Cable management with electronic clutch responsive to crawler movement
- Street-accessible reel controls with emergency stop button
- Quick one-button downrigger deployment
- Level wind with footage counter
- Spring-loaded retractable cable rollers for easy cable removal
- Field serviceable slipping
- Removeable drip pan
- Precisely adjustable drum tension control with caliper & floating rotor design

DESIGNED & BUILT
BY ARIES INDUSTRIES

ARIES

Corporate Office

550 Elizabeth Street
Waukesha, WI 53186
Toll Free: 800-234-7205
Phone: 262-896-7205
Fax: 262-896-7099

Western Regional

5748 E. Shields Avenue,
Suite 101
Fresno, CA 93727
Toll Free: 800-671-0383
Phone: 559-291-0383
Fax: 559-291-0463

Southern Regional

Atlanta, GA
Toll Free: 800-234-7205
Fax: 262-896-7099

Aries Canada Ltd.

95 Whitmore Road, Unit 1
Vaughan, Ontario
Canada, L4L 6E2
Toll Free: 877-730-7010
Phone: 905-265-2279
Fax: 905-265-2299

raising the bar
UNDERGROUND

Sourcewell

Awarded Contract

Contract # 120721-ARS



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT:
AGENDA DATE: 6/6/2023
PAGE: 1

SUBJECT: Starkville Waste Water Treatment Plant (WWTP) Influent Pump Station Rehabilitation
ARC Application - Resolution Authorizing Application

AMOUNT & SOURCE OF FUNDING - \$720,000; Mississippi Development Authority, CDBG
\$180,000; Local
\$900,000 Total

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT AN APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION TO THE MISSISSIPPI APPALACHIAN REGIONAL COMMISSION, ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.”

RESOLUTION

Authorizing the Golden Triangle Planning and Development District to Prepare and Submit An Appalachian Regional Commission Application For Starkville, Mississippi

WHEREAS, the City of Starkville, Mississippi has certain pressing Community Development needs; and

WHEREAS, the Mississippi Development Authority has available funds under the FY-2023 Appalachian Regional Commission (ARC) Program; and

WHEREAS, the City of Starkville is eligible to apply for said ARC assistance; and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents, and upon approval, to administer said ARC projects;

THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Starkville:

- That the Golden Triangle Planning and Development District is hereby authorized to prepare an FY-2023 ARC Area Development Application on behalf of the City of Starkville for Waste Water Treatment Plant (WWTP) infrastructure improvements; and
- That, upon approval of said application, the Golden Triangle Planning and Development District is hereby authorized to administer said ARC Project; and
- That Lynn Spruill, in her official capacity as the Mayor of the City of Starkville, is hereby authorized to sign all necessary application documents. Upon approval of said application by the Appalachian Regional Commission, the Grant Agreement with the State of Mississippi shall come before the Board of Aldermen for final authorization and approval.

SO ORDERED THIS THE 6th day of June 2023, by the Board of Aldermen of the City of Starkville, Mississippi in a Regular Scheduled Meeting.

Lesa Hardin
City Clerk

Lynn Spruill
Mayor

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT:
AGENDA DATE: 6/6/2023
PAGE: 1

SUBJECT: Starkville Waste Water Treatment Plant (WWTP) Influent Pump Station Rehabilitation
ARC Application - Selection of Project Engineer

AMOUNT & SOURCE OF FUNDING - \$720,000; Mississippi Development Authority, CDBG
\$180,000; Local
\$900,000 Total

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL TO SELECT CLEAR WATER CONSULTANTS, INC. AS THE ENGINEER OF RECORD FOR AN APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION TO THE APPALACHIAN REGIONAL COMMISSION, ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.”



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

**AGENDA DATE: June 6, 2023
PAGE: 1**

SUBJECT: Request authorization to approve the lowest quote from Orman's Welding and Fabrication for labor and services only in the amount of \$7,720.74 for installation of Sherwood Pump #1.

AMOUNT & SOURCE OF FUNDING: 2023 Budget

FISCAL NOTE:

Orman's Welding and Fabrication	\$7,720.74
Gulf States Engineering Co., Inc.	\$9,300.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

SUGGESTED MOTION:

Move approval for the lowest quote from Orman's Welding and Fabrication for labor and services only in the amount of \$7,720.74 for installation of Sherwood Pump #1.

Orman's Welding and Fabrication, Inc.



640 Curtis Orman Rd
West Point, MS 39773
Phone: 662-494-9471
Fax: 662-494-0863

Quote

Date: 6/6/2023

Attention: City of Starkville
Wastewater

DESCRIPTION			
Replace and Install Pump and Valves for Dry Pit Submergible Basin			

THANK YOU FOR YOUR BUSINESS!

TOTAL \$7,720.74

PROPOSAL

Page 1 of 1

17961 Painters Row

Covington, LA 70435

Fx 985.893.5484

Ph 985.893.3631

Date: 05/16/23

Quote No.: GS-23.05.16-28-14-502

To: Thomas Ware
City of Starkville
Starkville MS

From: James Gibson
jgibson@gsengr.com
Ext. - 201

Ref.: Flygt Dry Pit Pump Installation

We are pleased to offer pricing for your consideration as follows:

[illegible]

NOTES

Estimated Delivery - Not Applicable

All Prices Are Net, FOB Shipping Point, Freight Prepaid and Added to the Invoice

Prices Are Valid For Acceptance 30 Days From Proposal Date

Gulf States Engineering Co., Inc. Standard Terms Of Sale "GSERTC11-2002" Apply

Page Total, \$ - 9,300.00