

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 5, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on September 5, 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.

There being no 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 Rupp offered a motion, duly seconded by Alderman Vaughn, to approve the September 5, 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, SEPTEMBER 5, 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 AUGUST 11, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 15, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

RODONNA REED

VIII. PUBLIC HEARINGS

1. SECOND PUBLIC HEARING AND CONSIDERATION OF THE TAX MILLAGE FOR THE CITY OF STARKVILLE FOR THE FISCAL YEAR 2023-2024.
2. SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2023-2024 BUDGET FOR THE CITY OF STARKVILLE.
3. PUBLIC HEARING AND CONSIDERATION TO DETERMINE WHETHER THE STRUCTURES LOCATED AT NORTH LONG STREET, WITH PARCEL NUMBER 118O-00-087.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN § 21-19-11.
4. PUBLIC HEARING AND CONSIDERATION TO DETERMINE WHETHER THE STRUCTURES LOCATED AT NORTH LONG STREET, WITH PARCEL NUMBER 118O-00-031.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN § 21-19-11. (This property has been cleaned but Public Hearing was advertised)
5. PUBLIC HEARING AND CONSIDERATION TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 301 EVERGLADE AVE WITH PARCEL NUMBER 118J-00-072.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN. § 21-19-11.
6. PUBLIC HEARING AND CONSIDERATION OF VA 23-09: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS FOR STARKVILLE HIGH SCHOOL LOCATED AT 603 YELLOW JACKET DRIVE IN AN S-E ZONING DISTRICT.
7. PUBLIC HEARING AND CONSIDERATION OF VA 23-11: A REQUEST FOR A VARIANCE FROM SIDEWALK REQUIREMENTS LOCATED AT 100 BRANDON ROAD IN AN S-M ZONING DISTRICT AND TO PAY A FEE IN LIEU OF CONSTRUCTING THE REQUIRED SIDEWALKS ALONG BRANDON ROAD AND CARVER DRIVE.
8. PUBLIC HEARING AND CONSIDERATION OF VA 23-10: A REQUEST FOR A VARIANCE FROM SETBACK REQUIREMENTS LOCATED AT 204 SOUTH WASHINGTON STREET IN A TN-E ZONING DISTRICT.

IX. MAYOR’S BUSINESS

A. CONSIDERATION TO ADVERTISE FOR APPLICANTS TO THE FIVE MEMBER MUNICIPAL ELECTION COMMISSION.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO EXTEND THE LICENSE AGREEMENT WITH THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OFFICE OF ATMOSPHERIC RESEARCH FROM OCTOBER 26, 2023 THROUGH NOVEMBER 30, 2024 THAT WILL ALLOW NOAA CONTRACTORS ACCESS TO A SELECTED AREA OF AIRPORT PROPERTY TO OPERATE THEIR WEATHER STATION AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 23-06: REQUEST FOR FINAL PLAT APPROVAL FOR “LOT 3 & 4 SPRADLING SUBDIVISION” AT 105 RAYMOND STREET AND 312 WEST LAMPKIN STREET IN A TN-E ZONING DISTRICT

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE NEEL SCHAFER, INC. CONTRACT FOR THE LUMP SUM OF \$210,000.00 TO PROVIDE ENGINEERING AND PLANNING SERVICES FOR THE SAFE STREETS FOR ALL (SS4A) CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY ACTION PLAN.
2. CONSIDERATION OF REJECTING THE SOLE BID FOR THE 2023 ROADWAY BASE & SURFACING PROJECT AND RE-ADVERTISING.
3. CONSIDERATION OF APPROVING TO ADVERTISE FOR THE MCKEE PARK PICKLEBALL COURT RESURFACING PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 28, 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

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CAMERON BELL AND XAVIUS GOWDY AS CERTIFIED POLICE OFFICERS.

2. REQUEST AUTHORIZATION TO HIRE STACEY COBBINS AS A HUMAN RESOURCES GENERALIST FOR THE HUMAN RESOURCES AND UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE DEMORIAL LOGAN, AND DYLAN COLEMAN AS SEASONAL SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE KENNY BELVIN, DAVID BELL, AND TESSA WEEKS AS RESIDENTIAL DRIVERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE BRANDON CHAILLE, MALVIN DAILEY, FELISHA ELLISON, JAMES SMITH AND ANDREW RODGERS AS RESERVE STARKVILLE POLICE OFFICERS.
6. REQUEST AUTHORIZATION TO HIRE ETHAN MACKEY AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.
7. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF DISCIPLINARY COMPLAINT FOR A STARKVILLE POLICE OFFICER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING AN AGREEMENT WITH ARCHITECTONICS FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE PROPOSED STORAGE ROOM WALL IN THE SPORTSPLEX CENTER.
2. CONSIDERATION OF THE LOWEST QUOTE BY WEBSTAURANT STORE OF \$3,598 FOR 2 DEEP FRYERS FOR CORNERSTONE PARK.
3. CONSIDERATION FOR THE SOLE SOURCE PURCHASE FOR 3 SETS FIELD TURF LOGOS FOR CORNERSTONE PARK IN THE AMOUNT OF \$28,392.00 FROM FIELDTURF, THE SAME VENDOR USED FOR THE TURF FIELD INSTALLED.
4. CONSIDERATION OF THE LOWEST QUOTE FROM KATOM FOR (1) VENDING ICE MACHINE IN THE AMOUNT OF \$9,850.08.

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 THE SERVICE AGREEMENT WITH TAYLOR GENERATORS FOR GENERATOR SERVICING AND MAINTENANCE IN THE AMOUNT OF \$11,163.00.
2. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM CENTRAL PIPE SUPPLY, INC. FOR MATERIALS NEEDED ON N MONTGOMERY STREET IN THE AMOUNT OF \$10,412.67.
3. REQUEST APPROVAL OF THE RENEWAL OF AN AS-NEEDED GENERAL SERVICES CONTRACT FROM ATWELL AND GENT TO PROVIDE AS-NEEDED ENGINEERING SERVICES FOR UTILITY SERVICES.
4. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE THE TERMINATION AGREEMENT WITH TALKING WARRIOR WATER ASSOCIATION TO DISCONTINUE METERING AND BILLING SERVICES.
5. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM STUART IRBY FOR FIRE RETARDANT UNIFORM PANTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$5,640.24.
6. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM NESCO FOR FIRE RETARDANT UNIFORM SHIRTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$7,985.76.
7. REQUEST APPROVAL OF A MASTER SERVICES AGREEMENT WITH BRISLIN TO PROVIDE HVAC SERVICE AND MAINTENANCE FOR THE MAIN OFFICE.
8. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR PHASE 2 OF THE FIBER LOOP PROJECT.
9. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM EAGLE UTILITIES AND VAULT COMPANY FOR TWO METER VAULTS IN THE AMOUNT OF \$9,650.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL SEPTEMBER 19, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 29:

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 11, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 11, 2023 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE AUGUST 15, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 15, 2023 Recess Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO ADVERTISE FOR APPLICANTS TO THE FIVE MEMBER MUNICIPAL ELECTION COMMISSION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of advertising for applicants to the City of Starkville Municipal Election five-member Commission” is enumerated, this consent item is thereby approved.

5. CONSIDERATION TO EXTEND THE LICENSE AGREEMENT WITH THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OFFICE OF ATMOSPHERIC RESEARCH FROM OCTOBER 26, 2023 THROUGH NOVEMBER 30, 2024 THAT WILL ALLOW NOAA CONTRACTORS ACCESS TO A SELECTED AREA OF AIRPORT PROPERTY TO OPERATE THEIR WEATHER STATION AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval to extend the License Agreement with the National Oceanic and Atmospheric Administration Office of Atmospheric Research from October 26, 2023 through November 30, 2024 that will allow NOAA contractors access to a selected area of airport property to operate their weather station at George M. Bryan Field” is enumerated, this consent item is thereby approved. The agreement follows this page.

6. CONSIDERATION OF FP 23-06: REQUEST FOR FINAL PLAT APPROVAL FOR “LOT 3 & 4 SPRADLING SUBDIVISION” AT 105 RAYMOND STREET AND 312 WEST LAMPKIN STREET IN A TN-E ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of FP 23-06: request for Final Plat approval for “Lot 3 & 4 Spradling Subdivision” at 105 Raymond Street and 312 West Lampkin Street in a TN-E zoning district” is enumerated, this consent item is thereby approved.

LICENSE AGREEMENT AMENDMENT #1 # 22WSR0201N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

Whereas, the parties hereto desire to amend the above License.

Now therefore, the parties, hereinafter mentioned, covenant and agree as follows:

Paragraph 8, is hereby amended to read:

The term of this License continues through November 30, 2024, subject to the termination and other rights as may be hereinafter set forth.

This License is revocable at will by either party. Should this License be revoked prior to the agreed upon expiration date, then, the parties will coordinate the removal of the Government's equipment.

All other terms and conditions of the License shall remain in force and effect.

In Witness Whereof, the parties to this License Amendment evidence their agreement to all terms and conditions set forth herein by their signatures below.

LICENSE AGREEMENT # 22WSR0201N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

This License Agreement is entered into by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), Office of Atmospheric Research (OAR) (LICENSEE), and The City of Starkville (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this Agreement is to allow LICENSEE to have the right of access to and use of certain real property owned by the LICENSOR, for the purpose of installing, operating, and maintaining an observing platform consisting of a 915 MHz wind profiler system, RASS system, Radiometer, Basic RadFlux system and a 10-foot Meteorological station tripod, consisting of a wind anemometer, temperature/relative humidity sensor, pressure sensor, tipping bucket rain gauge and a data logger. The property affected is the George M. Bryan Airport, located at 120 Airport Rd, Starkville, MS 39759, Latitude 33.430710° N. and Longitude 88.845721° W. (referred to below as "the premises"). By their signatures below, the authorized representatives of LICENSEE and the LICENSOR agree to the following terms and conditions:

1. Employees of and contractors for Licensee, including but not limited to NOAA contractors and their subcontractors, shall have the right of access to and use of the premises, without cost, and with the understanding that access to the premises will be required periodically by maintenance personnel, and occasionally by a survey team.
2. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain the 915 MHz wind profiler system, RASS system, Radiometer, Basic RadFlux system and 10-foot Meteorological station tripod, consisting of a temperature/relative humidity sensor, tipping bucket rain gauge and a data logger in a LICENSOR approved area, and utility and telecommunication lines from the premises. Utilities and telecommunications will be paid for by the LICENSEE through separate contracts.
3. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE any more than access to and use of the premises.
4. Upon termination of this Agreement, LICENSEE shall remove any instruments or hardware it has placed on the premises. Any costs for removal pursuant to this paragraph shall be borne by LICENSEE. Alternatively, the LICENSEE and the LICENSOR may agree that title to all the improvements on said premises shall become the property of the LICENSOR, in full satisfaction of any obligation to restore the property recited elsewhere in this agreement.

LICENSE AGREEMENT # 22WSR0201N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

5. NOAA agrees to promptly consider and adjudicate any and all claims which may arise out of use of the LICENSOR'S premises by NOAA or duly authorized representatives or contractors of NOAA and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. or other such legal authority as may be pertinent. NOAA also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be pertinent. NOAA shall cause its contractors to maintain, during the performance of any work under the terms of this Agreement, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2.
6. LICENSEE agrees not to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder, without providing written notice to the LICENSOR.
7. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.
8. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of 2 years from the date of the last signature, provided that the parties may terminate the Agreement either by mutual written agreement or upon sixty days' written notice by either party to the other.

LICENSE AGREEMENT # 22WSR0201N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

9. The Points of Contact (POC) for this Agreement are:

A. Name of LICENSEE POC: Thomas Ayers

Email: Thomas.ayers@noaa.gov

Address: NOAA/OAR/PSD
325 Broadway, R/PSL
Boulder, CO 80305-3328

Telephone Number: (303) 497-6012

B. Name of NOAA Real Property POC: Lori Torres

Email: Lori.L.Torres@noaa.gov

Address: NOAA/OCAO/RPMD Western Region
7600 Sand Point Way NE, Bld. 1
Seattle, WA 98115-6349

Telephone Number: (206) 526-6381

C. Name of LICENSOR POC: Rodney Lincoln

Email: rlincoln@cityofstarkville.org

Address: George M Bryan Field
120 Airport Road
Starkville, MS 39759

Telephone Number: (662) 418-5900

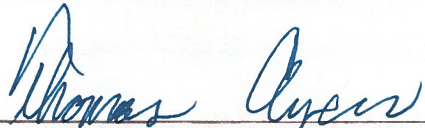
LICENSE AGREEMENT # 22WSR0201N

BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH

AND
CITY OF STARKVILLE

FOR THE NATIONAL OCEANIC &
ATMOSPHERIC ADMINISTRATION:

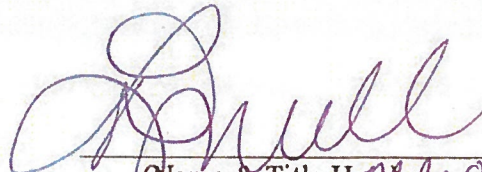
FOR THE CITY OF STARKVILLE:



THOMAS AYERS, Electronic Engineer
Office of Atmospheric Research, ESRL, PSL

10-26-21

DATE



(Name & Title Here) John Spruiell
John Spruiell
9-8-21

DATE

LICENSE AGREEMENT AMENDMENT #1 # 22WSR0201N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
CITY OF STARKVILLE

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Now therefore, the parties, hereinafter mentioned, covenant and agree as follows:

Paragraph 8, is hereby amended to read:

The term of this License continues through November 30, 2024, subject to the termination and other rights as may be hereinafter set forth.

This License is revocable at will by either party. Should this License be revoked prior to the agreed upon expiration date, then, the parties will coordinate the removal of the Government's equipment.

All other terms and conditions of the License shall remain in force and effect.

In Witness Whereof, the parties to this License Amendment evidence their agreement to all terms and conditions set forth herein by their signatures below.

FOR THE NATIONAL OCEANIC &
ATMOSPHERIC ADMINISTRATION:

FOR THE CITY OF STARKVILLE:

THOMAS AYERS, Electronic Engineer
Office of Atmospheric Research, ESRL, PSL

(Name & Title Here)

8/31/23
DATE

DATE

7. CONSIDERATION OF APPROVAL OF THE NEEL SCHAFFER, INC. CONTRACT FOR THE LUMP SUM OF \$210,000.00 TO PROVIDE ENGINEERING AND PLANNING SERVICES FOR THE SAFE STREETS FOR ALL (SS4A) CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY ACTION PLAN.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the Neel Schaffer, Inc. contract for the lump sum of \$210,000 to provide engineering and planning services for the Safe Streets for ALL (SS4A) City of Starkville and Mississippi State University Action Plan” is enumerated, this consent item is thereby approved. The contract follows this page.

8. CONSIDERATION OF REJECTING THE SOLE BID FOR THE 2023 ROADWAY BASE & SURFACING PROJECT AND RE-ADVERTISING.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of rejecting the sole bid for the 2023 Roadway Base & Surfacing Project and re advertising the project at a later date” is enumerated, this consent item is thereby approved. This project only received one bid which came in considerably higher than the budget.

9. CONSIDERATION OF APPROVING TO ADVERTISE FOR THE MCKEE PARK PICKLEBALL COURT RESURFACING PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the McKee Park Pickleball Court Resurfacing Project” is enumerated, this consent item is thereby approved.

A project was previously advertised and bid on August 31, 2023 that consisted of court resurfacing for the tennis courts at McKee Park, the basketball court at George Evans, and the tennis court at JL King. This project received zero bids and will be readvertised as a smaller scope in order to attract more bidders.

10. CONSIDERATION TO HIRE CAMERON BELL AND XAVIUS GOWDY AS CERTIFIED POLICE OFFICERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Cameron Bell and Xavius Gowdy as Certified Police Officers” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE STACY COBBINS AS A HUMAN RESOURCES GENERALIST FOR THE HUMAN RESOURCES AND UTILITES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Stacey Cobbins as a Human Resources Generalist for the Human Resources Dept” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE DEMORIAL LOGAN, AND DYLAN COLEMAN AS SEASONAL SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Demorial Logan, and Dylan Coleman as non-benefits eligible seasonal Sanitation Workers” is enumerated, this consent item is thereby approved.



NEEL-SCHAFFER

August 28, 2023

City of Starkville
ATTN: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759

**REFERENCE: SAFE STREET FOR ALL – USDOT/FHWA GRANT
SAFETY ACTION PLAN
STARKVILLE, MISSISSIPPI**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above referenced project. NSI proposes to perform these services for a lump sum fee of \$210,000.

All services proposed herein will be performed in accordance with the General Terms and Conditions in Exhibit B, and NSI will bill you monthly based on the amount of work completed.

This Letter Agreement, consisting of one page; Exhibit A, consisting of four pages; and Exhibit B, consisting of four pages represent the entire agreement between the City of Starkville and Neel-Schaffer, Inc. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. Upon receipt of your acceptance, we will proceed with these services.

We appreciate the opportunity to provide services to you and look forward to working with you!

Sincerely,

NEEL-SCHAFFER, INC.

Kevin Stafford, P.E.
North Mississippi Regional Manager

Attachments

ACCEPTED: CITY OF STARKVILLE

BY: _____ **DATE:** _____

P: 662.268.7966 | F: 662.268.7961

1115 Stark Road
Starkville, MS 39760

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



EXHIBIT A

SCOPE OF SERVICES

The CONSULTANT shall develop CITY OF STARKVILLE's FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM compliant **Comprehensive Safety Action Plan**.

Task 1: Project Management and Project Initiation

The CONSULTANT shall ensure the submission of timely and high-quality deliverables.

- The CONSULTANT shall prepare a Project Management Plan (PMP) that details the project schedule and a detailed work plan and will ensure that all task assignments are clearly defined and delivered on time.
- To facilitate the development of the Safety Plan, the consultant will assist CITY OF STARKVILLE in the development of a key stakeholders list and a Safety Technical Advisory Committee.
- A project kick-off meeting will be held with CITY OF STARKVILLE's Project Manager and the Safety Technical Advisory Committee. This will include a review and discussion of the approach to the project's scope, coordination with stakeholders, the public involvement process, and other topics important to the project's success.
- The CONSULTANT shall schedule and conduct monthly progress calls with the CITY OF STARKVILLE Project Manager or designee and other key staff throughout the project. The CONSULTANT shall submit meeting summaries within 5 business days following the progress meetings. Additional informal calls may be scheduled throughout the development of the plan on an as needed basis.
- The CONSULTANT shall prepare and present materials to the CITY OF STARKVILLE's Project Manager and the Safety Technical Advisory Committee for up to three (3) total meetings to present progress as well as to get feedback and necessary approvals.
- The CONSULTANT shall submit monthly progress reports and invoices. These reports shall highlight recent progress and challenges. If warranted, schedules shall be adjusted as needed to address any unusual circumstances in coordination with the CITY OF STARKVILLE Project Manager.

TASK 2: Public Engagement and Stakeholder Outreach

- The consultant will provide an outreach methodology outlining a robust engagement strategy that involves the private sector, community groups, and the public in equitable manner.
- The engagement strategy should include the consultant developing a website page using ESRI story map platform that will be linked to CITY OF

STARKVILLE's existing website, and used throughout the study process to ensure the accessibility, transparency, and documentation of the planning process for public information.

- The engagement strategy should include ways to gather feedback. Information received from engagement and collaboration will be reviewed and incorporated into the Safety Plan as appropriate.
- At a minimum three rounds of opportunities for feedback should be included in the outreach strategy during key points in the plan's development such as the visioning, strategies, and draft plan phases.
- The CONSULTANT will remain intentional about promoting participation opportunities that will engage not just likely stakeholder groups, but also stakeholders in marginalized and often under- represented communities. Engagement strategies may include, but not be limited to the following:
 - o Online Engagement (polls, surveys, information and idea sharing): The CONSULTANT will use a public engagement platform or multiple tools maintained by the CONSULTANT.
 - o Virtual and in-person meetings and events: The CONSULTANT will host up to two public meetings in both the visioning phase and strategies phase. These in-person meetings will be supplemented with online engagement surveys. Draft plan phase engagement will be done virtually.
 - o Pop-Up Events: The CONSULTANT will coordinate with the CITY OF STARKVILLE staff and host up to three pop-up events at locations strategically selected to reach "hard-to-reach" populations like people with lower incomes or limited access to the internet. These events will encourage people to participate in surveys and to learn about the plan.
 - o Stakeholder Workshops and Interviews: The CONSULTANT will conduct up to three virtual stakeholder workshops with online polling and surveys.
- For each outreach phase, the CONSULTANT will document outreach efforts and summarize public and stakeholder engagement, synthesizing trends and key take-aways.

TASK 3: Safety Analysis

- The consultant will perform an analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across CITY OF STARKVILLE's by analyzing the latest 5-years of crash data. To the extent practical, the analysis should include all roadways within the city, without regard for ownership. This will include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, pedestrians, transit users, etc.). Based on the analysis, a geospatial identification of higher-risk locations will be developed (a high-injury network or equivalent). The analysis will include crash data involving alternative modes and crash data within underserved communities, noting any disproportional safety impacts.

TASK 4: Equity Considerations

- The Safety Plan shall be developed using inclusive and representative processes. The Safety Plan will further focus on adverse safety impacts that affect certain groups on our roadways, particularly people walking and biking in underserved communities. Underserved communities will be identified through data and collaboration with community partners.

TASK 5: Policy and Process Changes:

- The consultant shall provide an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety. The Safety Plan should discuss implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

TASK 6: Vision and Goal Setting

- Following stakeholder engagement and with the safety analysis underway, the consultant will develop an initial vision, goals, and objectives for the Safety Plan in conjunction with CITY OF STARKVILLE. Safety Plan objectives will be developed consistent with the National Roadway Safety Strategy, Safe System Approach, Vision Zero, Complete Streets, and other relevant documents to guide proposed safety actions.
- The Safety Plan goals must include a commitment and timeline for eliminating roadway fatalities and serious injuries achieved through one or both of the following: 1) a target date for achieving zero roadway fatalities and serious injuries, or 2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries. It is anticipated that support and evolution of the draft vision will be gathered throughout the stakeholder outreach and public participation activities. This will include drafting an official public commitment (e.g., resolution, policy, ordinance, etc.) that can be used by elected officials.

TASK 7: Strategy and Project Selection

- The consultant shall identify a comprehensive set of projects and strategies, shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations, which will address the safety concerns described in the Action Plan. The strategies and countermeasures should focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations should be identified and mitigated.
- Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be

deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

TASK 8: Progress and Transparency

- The consultant will provide a methodology to measure progress over time after the Safety Plan is developed, including outcome data, to ensure transparency is established with the public and other stakeholders. The methodology should be web-based and must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries. CITY OF STARKVILLE will assume responsibility for annual reporting once the methodology is in place at the conclusion of the project.

TASK 9: Deliverables

- The consultant should at a minimum include the following deliverables as part of the project's approach:
 - o Safety Plan website/story map page documenting the planning process, findings and the plan
 - o Meeting materials for the Safety Technical Advisory Committee during key points in the plans development
 - o Materials for public and stakeholder meetings
 - o Detailed draft document
 - o User friendly Executive Summary
 - o Final detailed document prepared for print
 - o Digital publication of the Comprehensive Safety Action Plan
 - o Performance Measure reporting data required as part of the grant's close-out

Project Schedule

The proposed timeline for completion of the Comprehensive Safety Action Plan is within ten (10) months of the Notice to Proceed but will not exceed August 2024.

- The anticipated start date for the contract will be during September 2023.
- The Safety Plan's target adoption date is June 2024 with the draft of the action plan completion by end of April 2024 and final public participation activities taking place during May 2024.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
- provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or

character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **PROFESSIONAL SERVICES IN FLORIDA.** IN THE EVENT ANY PROFESSIONAL SERVICES ARE PROVIDED WITHIN THE STATE OF FLORIDA, IT IS EXPRESSLY AGREED BY THE PARTIES THAT AN INDIVIDUAL DESIGN PROFESSIONAL WHO IS AN AGENT OR EMPLOYEE OF CONSULTANT MAY NOT BE HELD PERSONALLY OR INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE ARISING OUT OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN FLORIDA STATUTES SECTION 558.0035, AS AMENDED.

[The remainder of this page intentionally left blank]

13. CONSIDERATION TO HIRE KENNY BELVIN, DAVID BELL, AND TESSA WEEKS AS RESIDENTIAL DRIVERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Kenny Belvin, David Bell, and Tessa Weeks as Residential Drivers in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE BRANDON CHAILLE, MALVIN DAILEY, FELISHA ELLISON, JAMES SMITH AND ANDREW RODGERS AS RESERVE STARKVILLE POLICE OFFICERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Brandon Chaille, Malvin Dailey, Felisha Ellison, James Smith, and Andrew Rodgers as Reserve Police Officers not to exceed twenty (20) hours per week” is enumerated, this consent item is thereby approved.

15. APPROVAL TO HIRE ETHAN MACKEY AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Ethan Mackey as an Aircraft Lineman (FBO) not to exceed twenty (20) hours per week” is enumerated, this consent item is thereby approved.

16. APPROVAL OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF DISCIPLINARY COMPLAINT FOR A STARKVILLE POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the discipline recommended by Starkville Police Chief Mark Ballard as a result of disciplinary complaint for a Starkville Police Officer” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO APPROVE AN AGREEMENT WITH ARCHITECTONICS FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE PROPOSED STORAGE ROOM WALL IN THE SPORTSPLEX CENTER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of approving Architectonics for design and construction administration services for the proposed storage room wall in the Sportsplex Center for a proposed lump sum fee of \$800” is enumerated, this consent item is thereby approved. The agreement follows this page.

18. CONSIDERATION OF THE LOWEST QUOTE BY WEBSTAURO STORE OF \$3,598 FOR 2 DEEP FRYERS FOR CORNERSTONE PARK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote by Webstauro Store of \$3,598 for 2 deep fryers for Cornerstone Park” is enumerated, this consent item is thereby approved.

Two Quotes: Webstauro Store - \$3,598 and KaTom - \$4,419

**AGREEMENT BETWEEN OWNER AND ARCHITECTONICS PLLC
FOR LIMITED PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of , 21 August 2023 between The City of Starkville ("Owner") and ARCHITECTONICS PLLC, Thomas C Stewart, Architect ("Architectonics pllc")

PROJECT NAME/LOCATION: Travis Outlaw Center, 405 Lynn Lane, Starkville, MS
39759

1. Architectonics pllc will perform these Services :
2. **We will provide:**
 - o Drawings as needed to secure two quotes
 - o Meetings with potential Contractors
 - o Correspondence of quotes and recommendation.
 - o Oversee that work done in good manner.
3. NOT provided- Formal plans and specifications or any engineering. The work is limited to Gypsum board systems and associated work to enclose former stage area with new wall matching existing wall.
4. If Architectonics is required to attend any formal or informal meetings with the city of Starkville related to this project time will be billed at an additional hourly at a rate of \$150/ hour.

* Fee Arrangement: OWNER will pay Architectonics pllc a lump sum for work related to #2 above. \$800.00 payable at project completion.

Expenses: In addition, Owner will pay Architectonics pllc the actual cost of all Reimbursable Expenses (as defined in the Additional Terms and Conditions on Page D-2) incurred in connection with services under this agreement.

** Time of Services: Architectonics will provide quotes as soon as possible. Estimated completion is October 15, 2023.

** Special Conditions: Architectonics relies on the accuracy of information provided by owner. Including CAD files.

The additional terms and conditions on Page D-2 are a part of this agreement as well at AIA Document A205 -1993. If any conflict between page D-2 and AIA Document A205-1993 then page D-2 shall dictate.

ARCHITECTONICS PLLC, INC.

Owner

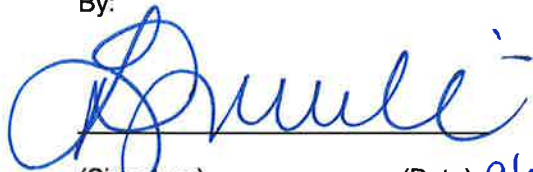
By:



(Signature)

Thomas C. Stewart, Architect/ Owner

By:



(Signature)

(Date) 9/5/23

D. Lynn Spruill
Mayor



Taylor Sudden Service
461 Hwy 49 S
Richland, MS 39218
(601) 922-4444

GENERATOR
PARTS, SERVICE, REPAIR & RENTAL



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 932-5674

STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT RENEWAL

Acc# 60703900

Prepared for:

Ms. Tiara Cole
Starkville Utilities
Starkville, MS 39759

August 2, 2023

- I: Agreement Period: August 2023 to August 2024
- II: Equipment:
 - See attached equipment list
- III. Payment Terms:
You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable. Please do not send payment; you will be invoiced.
- IV: Activation of Agreement:
Your Signature activates this service and must be received by the agreement start date. Pricing is good for 60 days. No service will be scheduled until a signed agreement is received. You may mail to 461 Hwy 49 S, Richland, MS 39218, fax to 601-922-8503 or email to ashley@taylorbigred.com.

V. List of equipment:

- **Curry Street:** Cat 96A 04951-S, Serial Number: 2030493
 - One Basic Service at \$719.00- August 2023
 - One Follow Up 41-Point Inspection at \$239.00- Feb. 2024
- **Bluefield Treatment Plant:** Taylor DS360MZ, Serial Number: TP 17617
 - One Basic Service at \$909.00- August 2023
 - One Follow Up 41-Point Inspection at \$299.50- Feb. 2024
- **Bluefield Booster Station:** Kohler 400REOZVC, Serial Number: 2108536
 - One Basic Service at \$909.00- August 2023
 - One Follow Up 41-Point Inspection at \$299.50- Feb. 2024

Taking Care of **Our Customers** is **PRIORITY ONE!**



Taylor Sudden Service
461 Hwy 49 S
Richland, MS 39218
(601) 922-4444

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Taylor Power Systems
947 Industrial Park Drive
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(601) 932-5674

- **Montgomery Street:** Cat 3406 D1, Serial Number: 75701737
 - One Basic Service at \$752.00- August 2023
 - One Follow Up 41-Point Inspection at \$270.00- Feb. 2024
- **Academy Well:** Cat 3406B D1, Serial Number: 4W3806
 - One Basic Service at \$752.00- August 2023
 - One Follow Up 41-Point Inspection at \$270.00- Feb. 2024

OR

- **Curry Street:** Cat 96A04951-S, Serial Number: 2030493
 - One Full Service at \$1,703.00 – August 2023
(Recommended every 3 years)
 - Follow Up 41 Point Inspection at \$239.00 – Feb. 2024
- **Bluefield Treatment Plant:** Taylor DS360MZ, Serial Number: TP 17617
 - One Full Service at \$2,386.00 – August 2023
(Recommended every 3 years)
 - Follow Up 41 Point Inspection at \$299.50 – Feb. 2024
- **Bluefield Booster Station:** Kohler 400REOZVC, Serial Number: 2108536
 - One Full Service at \$2,419.00 – August 2023
(Recommended every 3 years)
 - Follow Up 41 Point Inspection at \$299.50 – Feb. 2024
- **Montgomery Street:** Cat 3406 D1, Serial Number: 75701737
 - One Full Service at \$1,927.00- August 2023
(Recommended every 3 years)
 - One Follow Up 41-Point Inspection at \$270.00- Feb. 2024
- **Academy Well:** Cat 3406B D1, Serial Number: 4W3806
 - One Full Service at \$1,927.00- August 2023
(Recommended every 3 years)
 - One Follow Up 41-Point Inspection at \$270.00- Feb. 2024

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Taylor Sudden Service
461 Hwy 49 S
Richland, MS 39218
(601) 922-4444



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 932-5674

VI: Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided.

INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

INITIAL:

VII: Total Agreement Price: **Basic Service Option: \$5,419.00+applicable taxes**

Full Service Option: \$11,740.00+applicable taxes

ACCEPTED BY: _____ DATE: _____

Prepared By:

Ashley Rhinewalt, Inside Service Sales
461 Hwy 49 S, Richland, MS 39218

Phone: 601.922.4444
Fax: 601.922.8503

Taking Care of **Our Customers** is **PRIORITY ONE!**



GENERATOR
PARTS, SERVICE, REPAIR & RENTAL

EMERGENCY RESPONSE TIME STATEMENT

All customers with a signed Preventative Maintenance Agreement with Sudden Service, Inc. will receive priority response over customers that do not have a Preventative Maintenance agreement. This priority response includes service during normal business, after hours/weekends and during times following a weather related event such as a tornado, ice storm or hurricane.

Response times to an emergency situation related to a generator system during normal business hours Monday through Friday is usually less than two (2) hours. Response times after normal business hours and on weekends is usually less than four (4) hours. During times of disasters where roads may be blocked by downed trees, power lines, flooding or ice, response times may be longer.

Sudden Service, Inc. offers emergency service 24/7. Taking care of our customers is Priority One! As stated, our customers that have Preventative Maintenance agreements with Sudden Service, Inc. receive priority service as part of our commitment to customers with agreements.

you can depend on *Big Red*



GENERATOR
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SUDDEN SERVICE, INC.
INDUSTRIAL PREVENTATIVE MAINTENANCE
SERVICE AGREEMENT

AGREEMENT BENEFITS:

- Priority response over non-agreement customers.
- Pre-scheduled appointments.
- Lower locked in rates with consistent cost over non-agreement customers.
- Labor rate savings on non-maintenance related repairs.
- Detailed reports from our technicians.
- Consistent annual agreement dates .

Preventative Maintenance Agreement Includes:

Inspection Service – includes the 40+ point inspection.

Basic Service – performed annually includes:

- 40+ Point Inspection above plus.
- System testing of air, lubricating, fuel, electrical, controls, & transfer switch.
- Oil change with filter.
- Fuel filter change (only for diesel applications).
- Coolant testing and treatment if radiator cooled.

Full Service – performed every third year includes:

- 40+ Point Inspection plus.
- All Basic Service items plus.
- Replacement of belts and hoses.
- Replacement of battery.
- Replacement of coolant.
- Replacement of air filter.

Optional Services:

- Load bank testing.
- Fuel polishing service.
- Megger testing.
- InfraRed camera testing.
- Vibration testing.
- Generator rental during scheduled service (eliminates any possible outages).

you can depend on *Big Red*

19. CONSIDERATION FOR THE SOLE SOURCE PURCHASE FOR 3 SETS FIELD TURF LOGOS FOR CORNERSTONE PARK IN THE AMOUNT OF \$28,392.00 FROM FIELDTURF, THE SAME VENDOR USED FOR THE TURF FIELD INSTALLED.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the sole source purchase for 3 sets Field Turf Logos for Cornerstone Park in the amount of \$28,392” is enumerated, this consent item is thereby approved. Cornerstone Ball Fields has FieldTurf Product installed on all 12 fields including Turf Field at Sportsplex, to maintain the factory warrant, maintenance requirements and field esthetics FieldTurf. Using a differ material will not color match and have the same consistent playable surface as the FieldTurf around the logo.

20. CONSIDERATION OF THE LOWEST QUOTE FROM KATOM FOR (1) VENDING ICE MACHINE IN THE AMOUNT OF \$9,850.08.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Katom for a vending Ice Machine in the amount of \$9,850.08” is enumerated, this consent item is thereby approved.

Two Quotes: Katom \$9,850.08 and Webstaurant Store \$9,939.00

21. CONSIDERATION TO APPROVE THE SERVICE AGREEMENT WITH TAYLOR GENERATORS FOR GENERATOR SERVICING AND MAINTENANCE IN THE AMOUNT OF \$11,163.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the service agreement with Taylor generators for generator servicing and maintenance in the amount of \$11,740 to provide regular maintenance and service on the Utilities Departments generators” is enumerated, this consent item is thereby approved. The agreement follows this page.

22. CONSIDERATION TO APPROVE THE LOW QUOTE FROM CENTRAL PIPE SUPPLY, INC. FOR MATERIALS NEEDED ON N MONTGOMERY STREET IN THE AMOUNT OF \$10,412.67.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Central Pipe Supply, Inc. for materials in the amount of \$10,412.67” is enumerated, this consent item is thereby approved.

Two Quotes: Central Pipe Supply, Inc \$10,412.67 and Ferguson Waterworks \$12,586.00

23. CONSIDERATION OF THE RENEWAL OF AN AS-NEEDED GENERAL SERVICES CONTRACT FROM ATWELL AND GENT TO PROVIDE AS-NEEDED ENGINEERING SERVICES FOR UTILITY SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of an as needed General Services contract from Atwell and Gent to provide as-needed engineering contract services for utility services” is enumerated, this consent item is thereby approved. The contract follows the Taylor agreement.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **STARKVILLE UTILITIES**, Starkville, Mississippi, hereinafter designated as the OWNER, and **ATWELL & GENT, P.A.**, Starkville, Mississippi, hereinafter designated as the CONSULTANT.

WHEREAS: The OWNER contemplates the need for miscellaneous electrical engineering and consulting services on an as-needed basis,

WHEREAS: The OWNER does hereby employ the CONSULTANT to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree to the following:

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

The CONSULTANT agrees, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the electrical engineering and consulting services to the OWNER on an “as-needed” basis when instructed to provide said services by personnel designated by OWNER.

ARTICLE 2 PAYMENTS

The OWNER shall reimburse the CONSULTANT on an hourly basis for each hour that any employee of the CONSULTANT for hours spent providing engineering and consulting services, plus travel expenses as defined below:

1.0 Initial Hourly Rates

Firm Principal	\$165.00
Sr. Engineer.....	\$155.00
Engineer I.....	\$125.00
Engineer II.....	\$110.00
Engineer III	\$90.00
Senior Engineering Technician	\$110.00
Junior Engineering Technician.....	\$75.00
Senior CAD Technician	\$80.00
Junior CAD Technician.....	\$60.00
Office Manager	\$60.00
Senior Engineering Intern	\$50.00
Junior Engineering Intern.....	\$35.00

Hourly rates above will be adjusted annually (beginning January 1, 2024, and each year thereafter) as mutually agreed to by Owner and Consultant to reflect equitable changes in the compensation payable to the Consultant.

2.0 Transportation and Travel

Ground transportation outside of the Golden Triangle (Starkville/Columbus/West Point) area will be charged at the current IRS rate per mile for using owned vehicles. For travel time and transportation cost determination, the CONSULTANT's base is Starkville, Mississippi.

3.0 Billing

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The CONSULTANT will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 3 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 4 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 5 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 6 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the Consultant any supervisory responsibility for the installation and implementation of any electrical facilities to be constructed and services therein. Any work done regarding construction of electrical facilities and services therein, whether by Owner or by independent contractors, is not under the authority or the supervision of the Consultant, its officers and/or agents. The Consultant's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 7 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 8 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 9 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if both parties had executed them subsequent to the expungement of the invalid provision.

ARTICLE 10 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 11 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 12 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 13 NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 14 GENERAL CONSIDERATIONS

Atwell & Gent shall not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the Owner's subcontractor's agents or employees or any other person performing any work under a construction contract.

The CONSULTANT shall carry Professional Liability Insurance with limits of liability of \$2,000,000.00 for the duration of this Agreement. CONSULTANT shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. CONSULTANT shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The CONSULTANT will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The CONSULTANT does not guarantee the performance or safety of materials and equipment provided by any construction contractors, or materialmen.

This Agreement may be terminated by the OWNER for convenience at any time upon written notice to the CONSULTANT. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the CONSULTANT shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

The Agreement may be terminated by either party upon seven (7) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

The CONSULTANT agrees that for a period of three (3) years following completion of this Agreement, the OWNER, shall have access to any books, documents, papers, and records of the CONSULTANT that are directly pertinent to the project set forth in this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the dates shown below.

OWNER

STARKVILLE UTILITIES

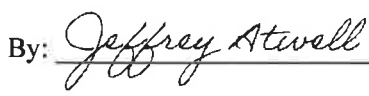
By: 

Title: Mayor

Date: 9-5-2023

CONSULTANT

ATWELL AND GENT, P.A.

By: 

Title: President

Date: 08/10/2023

24. CONSIDERATION FOR THE MAYOR TO EXECUTE THE TERMINATION AGREEMENT WITH TALKING WARRIOR WATER ASSOCIATION TO DISCONTINUE METERING AND BILLING SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval for the Mayor to execute the termination agreement with Talking Warrior Water Association to discontinue metering and billing services” is enumerated, this consent item is thereby approved.

An agreement with Talking Warrior Water association (TWWA) was executed in 2015 which outlined the responsibility of the Utilities Department to provide metering and billing services for TWWA in exchange for the ability to disconnect water services if a sewer only customer in TWWA water service territory did not pay their sewer bill.

This agreement encompasses 84 customers in the Deerfield area where the City provides sewer service and TWWA provides water service. The city recently updated the code which allows a secondary cutoff behind the customer meter in the event of non-pay of the sewer bill. This update, along with recent confusion about the responsibility of the water system and maintenance, has prompted the recommendation to terminate the 2015 replacement agreement and return the meter and billing responsibilities and all water related responsibilities back to TWWA.

25. CONSIDERATION TO APPROVE THE LOW QUOTE FROM STUART IRBY FOR FIRE RETARDANT UNIFORM PANTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$5,640.24.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Stuart Irby for FR Uniform pants for the Electric Division in the amount of \$5,640.24” is enumerated, this consent item is thereby approved.

Three Quotes: Stuart Irby - \$5,640.24, Anixter - \$6,043.80 and TC Marketing - \$6,954.83

26. CONSIDERATION TO APPROVE THE LOW QUOTE FROM NESCO FOR FIRE RETARDANT UNIFORM SHIRTS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$7,985.76.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Nesco for FR Uniform shirts for the Electric Division in the amount of \$7,985.76” is enumerated, this consent item is thereby approved.

Two Quotes: Nesco - \$7,985.76 and TC Marketing - \$9,477.99

27. CONSIDERATION OF A MASTER SERVICES AGREEMENT WITH BRISLIN TO PROVIDE HVAC SERVICE AND MAINTENANCE FOR THE MAIN OFFICE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a master services agreement with Brislin to provide HVAC service and maintenance for the main office” is enumerated, this consent item is thereby approved. The agreement follows the Talking Warrior agreement.

WATER AND SEWER SERVICE AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This Agreement made and entered into on this the 5th day of September, 2023, by and between the **City of Starkville, Mississippi**, a municipal corporation, hereinafter referred to as "City" and **Talking Warrior Water Association, Inc.**, a Mississippi non-profit corporation permitted by the Mississippi Public Service Commission to operate a water distribution system in Oktibbeha County, Mississippi, hereinafter referred to as "Association".

WITNESSETH

WHEREAS, the City and the Association currently operate under an existing Replacement Agreement entered into between the parties in 2015 that covers water and sewer services in the impacted area;

WHEREAS, both parties desire to terminate the existing Replacement Agreement;

WHEREAS, the Association desires to install its own meters at the eighty-four (84) locations where existing SU meters are located and do reading, billing and collecting services for water service; and

WHEREAS, the Association understands that the City must continue to provide sewer services to customers in the impacted area and that the City must bill for sewer services. As part of that understanding, the Association agrees to allow the City to read the newly installed water meters on a quarterly basis in order to validate sewer rates to support a flat rate sewer bill for customers in the impacted area.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.0 COMMENCEMENT, SCOPE, MODIFICATION and TERM

This Agreement shall commence upon execution by both parties. The scope of this Agreement is limited to areas where the City provides sewer service within the boundaries of the Association's certificated water service area. This Agreement may be modified at any time by mutual consent of the parties acting through their respective governing bodies and the parties expect to complete the transition including meter replacement on or before November 1, 2023.

2.0 WATER AND SEWER BILLING

The Association permits Starkville Utilities ("SU") to disconnect water service in the event of non-payment of sewer bills. The Association agrees to provide its own meter reading, billing and collection services for water services provided. The City will bill for sewer services provided. The Association will allow SU to observe and utilize water meter

readings on a quarterly basis to determine sewer usage. This reading process allows the City validate flat rate bills. Talking Warrior agrees to allow SU to conduct readings of customer usage on a quarterly basis for internal use only.

Talking Warrior agrees that SU may install a shut-off valve on the customer side of the meters. SU will use the shut-off valve to disconnect water service and thereby discontinue sewer flow in the event of non-payment of customer sewer bills in accordance with Starkville City Code Section 14.7.03, which reads as follows:

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

When sewer bills are not paid and sewer services are disconnected, SU will communicate directly with the customer to notify them that they must contact the SU office for reconnection. SU will provide the Association with information on customers that will be disconnected at the time of disconnection.

3.0 METERING EQUIPMENT

At the time of the execution of this agreement, SU will remove their meters for all customers included in the 2015 Replacement Agreement. Talking Warrior will install meters in the same meter box where meters currently exist. The parties understand that removal of SU meters, installation of Talking Warrior meters and installation of the cut-off valve will need to be coordinated to allow for as minimal disruption to customers as possible. The parties will find an agreeable date and sequence to have SU meters removed and Talking Warrior meters installed. SU will cover the costs of removal of their meters. Talking Warrior will absorb the costs of installation of new meters.

Until a full conversion takes place, the parties will agree on an appropriate way to read the existing City meters for billing purposes. It is agreed that both parties will work diligently to complete this work by the termination date of November 1, 2023.

4.0 CUSTOMER DEPOSITS AND ACCOUNT INFORMATION

Upon execution of the agreement and receipt of payment for the metering equipment, SU will transfer customer account information and deposits that were part of the 2015 Replacement Agreement to Talking Warrior, along with a list of the of deposit amounts credited to each customer itemized by billing and service address. Talking Warrior will be responsible for collection of applicable unpaid fees.

The City reserves the right to also require an additional deposit for sewer service which will be accounted for separately on the customer's account. Where applicable, existing customers shall be notified of any deposit amounts transferred to their respective accounts when the parties notify the customers by letter that this agreement is in effect and prior to

the receipt of a customer's first bill from the Association for water services and from the City for sewer services.

5.0 TERMINATION OF SERVICES

When a customer terminates water service, the Association shall notify the City and SU shall prepare and collect the final sewer bill. Notification shall be provided in writing to support@starkvilleutilities.com.

6.0 ESTABLISHMENT OF NEW SERVICE AND DEPOSITS

Upon the receipt of an inquiry for the establishment of water service by the Association in an area where the City is providing sewer service, the Association shall refer the inquirer to the City for sewer services. After completing an application for service, the Association shall activate the account and collect the required deposit and unlock the water meter.

8.0 COMMENCEMENT

It is the intent of the parties to fully implement the provisions of this agreement within thirty (30) days of the date of execution of this Agreement or before November 1, 2023, whichever is first.

9.0 SUCCESSOR OR ASSIGNS

The terms, conditions, provisions and undertakings in this Agreement shall extend to and shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

10.0 CONSTRUCTION OF THIS AGREEMENT

It is the intent of the parties that this Agreement shall be construed in a spirit of good faith and fair dealings between the parties and both parties owe an obligation of good faith and fair dealing with each other.

11.0 DEFAULT

In the event that either party defaults under the provisions of this Agreement and enforcement is required, the non-defaulting party shall be entitled to the cost of the proceedings plus reasonable attorney fees as a part of any judgment if the defaulting party is found by a court of competent jurisdiction to have wrongfully defaulted.

13.0 AUDITS AND INSPECTION OF RECORDS

The Association agrees to allow the City access to the billing and financial records associated with this agreement for inspection upon request by the City. This may be

necessary for validation purposes.

14.0 MAINTENANCE OF FACILITIES

The Association accepts the condition of all facilities and equipment at the time of this agreement.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned. The execution by the parties is made pursuant to the authority granted by the action of their respective governing authorities.

THE CITY OF STARKVILLE

The execution of this Agreement by the City is recorded in the minutes of a meeting of the Board of Alderman dated the 5th day of September, 2023.

BY:


Lynn Spruill, Mayor

ATTEST:


Lesa Hardin, City Clerk

TALKING WARRIOR WATER ASSOCIATION

The execution of this Agreement by the Association is recorded in the minutes of a meeting of the executive Board dated the ____ day of _____, 2023.

BY:

Joe L. Williams, President

ATTEST:

Secretary

Printed Name

BRISLIN, INC.

4051 MILITARY ROAD
COLUMBUS, MS 39705
662-328-5814
WWW.BRISLININC.COM

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:



200 North Lafayette
Starkville, MS 39759

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:

HVAC Services from
September 1, 2023 to August 31, 2024



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

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

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

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

YOU AGREE TO:

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

EXCLUSIONS:

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

TERMS & CONDITIONS:

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

Inspection and service will be furnished by us as follows:

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

Your cost of this Maintenance Agreement:

\$5,500.00 per year plus tax;

Invoiced in equal installments of \$1,375.00 following the completion of each service or inspection.

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

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

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: 

Printed: D. Lynn Spruill

Title: Mayor

Date: 9-5-2023

HVAC MAINTENANCE / INSPECTION CHECKLIST



CUSTOMER: STARKVILLE ELECTRIC
ADDRESS: 200 NORTH LAFAYETTE
CITY/STATE: STARKVILLE, MS
CONTACT: SABRINA 662-722-0089
NOTES: NOVEMBER SERVICE – 1st MSA
L.S. ON: 08/21/23 **WO#**

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

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

Filters / Belts	
2) 20X24X2	1) A33
2) 12X24X2	
18) 20X20X1	

REMARKS:

CUSTOMER'S SIGNATURE

DATE

SERVICE MANAGER

TECHNICIAN'S SIGNATURE

DATE

SCHEDULED DATE

28. CONSIDERATION TO ADVERTISE FOR BIDS FOR PHASE 2 OF THE FIBER LOOP PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for Phase 2 of the fiber loop project, the eastern leg connecting the SW substation to the Primary substation” is enumerated, this consent item is thereby approved.

29. CONSIDERATION TO APPROVE THE LOW QUOTE FROM EAGLE UTILITIES AND VAULT COMPANY FOR TWO METER VAULTS IN THE AMOUNT OF \$9,650.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the September 5, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Eagle Utilities and Vault Company for two meter vaults to be installed at Chandler Park Apartments in the amount of \$9,650.00” is enumerated, this consent item is thereby approved.

Two Quotes: Eagle Utilities & Vault Company - \$9,650.00 and Lees Precast - \$9,750.00

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new firemen: Cameron Deshun Hines, William Gaskin, Andrew Rackley and Jamall Roby.

She then offered congratulations to Alderman Carver for his recent win in the Oktibbeha County primary for District 1 Supervisor.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver encouraged everyone to run for office some day and volunteer to serve on Committees or Boards as a contribution to their communities. He also commended Chris Smiley and the Sanitation Department for keeping the City clean and the positive impression it gives all the visitors to the City.

Alderman Rupp recognized Chris Smiley for his recent appointment to the Main Street Board.

Alderman Brooks noted the recent Little Sturgis weekend and thanked all that helped make it a success.

Alderman Sistrunk noted that the agenda includes advertising for the Municipal Election Commission and encouraged anyone interested to contact the City Clerk to discuss the responsibilities.

Vice-Mayor Perkins expanded on the importance of qualified applicants for the Municipal Election Commission with a possible Special Election needed in February of 2024.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked all who helped make the recent NAACP banquet a success. He also noted shoppers are turning in front of oncoming traffic at the new shopping center entrance on Industrial Park Road.

PUBLIC APPEARANCE: None (Mrs. Reed withdrew request)

PUBLIC HEARING:

SECOND PUBLIC HEARING AND CONSIDERATION OF THE TAX MILLAGE FOR THE CITY OF STARKVILLE FOR THE FISCAL YEAR 2023-2024.

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

30. SECOND PUBLIC HEARING AND CONSIDERATION OF THE TAX MILLAGE FOR THE CITY OF STARKVILLE FOR THE FISCAL YEAR 2023-2024.

Alderman Sistrunk, duly seconded by Alderman Vaughn, offered a motion approving the Resolution setting the millage rate for the fiscal year 2024 for the City of Starkville, MS to 32.00 mills. The Board voted as follows:

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

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

**RESOLUTION SETTING THE MILLAGE RATE FOR THE FISCAL YEAR 2024
FOR THE CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, the City of Starkville shall in accordance with the requirements of the State of Mississippi set its millage rate and adopt a budget for each of its operating years at a time and in a manner set forth by law;

WHEREAS, Miss. Code Ann. §21-33-45 states that the governing authority of the municipality shall by resolution set the tax rate for the taxing district; and

WHEREAS, the Board of Aldermen of the City of Starkville has determined and has so publicly noticed that the millage rate for the fiscal year 2024 will be set at the rate of 32.00 mills. Of that 32.00 mills, 22.46 mills will be designated for general revenue purposes and improvements, 8.55 mills for Municipal Bonds and Interest thereon pursuant to Miss. Code Ann. §21-33-45, 0.25 mills for the Starkville Fire Department pursuant to Miss. Code Ann. §83-1-37(5), and 0.74 mills for the Starkville Library pursuant to Miss. Code Ann. §39-3-7 for a total of 32.00 mills; and

NOW THEREFORE, BE IT RESOLVED, by Mayor D. Lynn Spruill and the Board of Aldermen of the City of Starkville to:

Hereby levy upon each dollar of assessed valuation, including motor vehicles, appearing on the Assessment Roll of the City of Starkville, Mississippi, except as to such value as may be exempt by law, as follows, pursuant to the authority of Section 21-33-45 of the Mississippi Code of 1972 as amended:

TOTAL LEVY FOR GENERAL REVENUE PURPOSES AND GENERAL IMPROVEMENTS: 32.00 MILLS

There is hereby levied upon each dollar of assessed valuation in the designated Downtown Business District 2 mills for the purpose of providing parking facilities and making other improvements to develop and promote the growth of said Downtown Business District pursuant to the authority of Senate Bill number 1601.969 Extraordinary session of the Mississippi Legislature.

TOTAL LEVY FOR DOWNTOWN BUSINESS DISTRICT: 2.00 MILLS

Signed and Sealed, this, the 5th day of September, 2023.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Attest: _____
Lesa Hardin, City Clerk / CFO

SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2023-2024 BUDGET FOR THE CITY OF STARKVILLE.

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

32. SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2023-2024 BUDGET FOR THE CITY OF STARKVILLE.

Alderman Beatty, duly seconded by Alderman Sistrunk, offered a motion approving the adoption of the FY2023 – 2024 Budget as presented with amendment to increase Library operating expenses (001-195-900-802) by \$15,000.00 to \$290,000.00 and Sales tax revenue projection (001-000-260-082) by \$50,000.00 to \$9,150,000.00. The \$35,000 difference will be balanced to Contingency Fund 001-900-990-998.

The Board voted as follows:

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

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

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE, MISSISSIPPI ADOPTING THE
ANNUAL BUDGET FOR FISCAL YEAR 2024**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the "Board" of the "City"), acting for and on behalf of the City, hereby find, determine and adjudicate as follows:

1. The City has prepared a complete budget of the municipal revenues, expenses, and working cash balances estimated for the next fiscal year, and a statement showing the aggregate revenues collected by the City during the current year for municipal purposes, pursuant to Miss. Code Ann. § 21-35-5.
2. The City's budget, containing the statement of said revenues, expenses, and working cash balances, has been noticed and published pursuant to the requirements of Miss. Code Ann. § 21-35-5.
3. The City has held at least one public hearing on the proposed annual budget, providing the general public with the opportunity to comment on the taxing and spending plan incorporated in the proposed budget, pursuant to the requirements of Miss. Code. Ann. § 21-35-5.

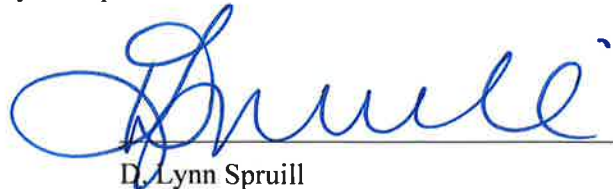
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City of Starkville hereby adopts its annual budget for FY 2024 as noticed, published, and presented to the Board of Aldermen during its regular meeting on September 5, 2023, and which is attached and incorporated hereto as if fully referenced herein, pursuant to Miss. Code Ann. § 21-35-9.

Alderman Beatty moved and Alderman Sistrunk seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was 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

The measure having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and adopted this day of September 5, 2023


D. Lynn Spruill

Mayor, City of Starkville, Mississippi

Attest:



Lesa Hardin, City Clerk / CFO



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	9,137,320.00	9,137,320.00	0.00	9,024,851.39	-112,468.61	98.77 %
206 - LIEU OF TAXES	719,500.00	787,300.00	6,816.92	766,140.01	-21,159.99	97.31 %
220 - LICENSES AND PERMITS	243,750.00	365,850.00	12,238.35	454,921.91	89,071.91	124.35 %
230 - INTERGOVERNMENTAL REVENUES	11,722,489.00	12,086,480.00	904,190.62	11,414,064.78	-672,415.22	94.44 %
250 - GRANTS	190,134.00	260,419.00	989.88	191,825.86	-68,593.14	73.66 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	27,500.00	31,500.00	200.00	33,036.66	1,536.66	104.88 %
330 - FINES AND FORFEITS	587,000.00	587,000.00	18,561.25	794,447.68	207,447.68	135.34 %
340 - MISCELLANEOUS	438,677.00	845,641.00	42,084.53	920,964.61	75,323.61	108.91 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	38.00	944.00	-556.00	62.93 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,380,000.00	4,403,000.00	20,000.00	1,522,993.99	-2,880,006.01	34.59 %
631 - ODDFELLOWS	250.00	250.00	192.51	1,818.90	1,568.90	727.56 %
Department: 000 - UNDESIGNATED Total:	27,448,120.00	28,506,260.00	1,005,312.06	25,126,009.79	-3,380,250.21	88.14 %
Revenue Total:	27,448,120.00	28,506,260.00	1,005,312.06	25,126,009.79	-3,380,250.21	88.14 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	215,420.00	215,420.00	11,737.77	204,001.20	11,418.80	94.70 %
600 - CONTRACTUAL SERVICES	15,250.00	15,250.00	256.09	14,645.99	604.01	96.04 %
Department: 100 - BOARD OF ALDERMEN Total:	230,670.00	230,670.00	11,993.86	218,647.19	12,022.81	94.79 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	392,737.00	392,737.00	31,134.52	355,898.24	36,838.76	90.62 %
500 - SUPPLIES	10,000.00	10,500.00	611.13	10,674.88	-174.88	101.67 %
600 - CONTRACTUAL SERVICES	26,000.00	25,500.00	283.66	23,533.32	1,966.68	92.29 %
900 - CAPITAL OUTLAY	15,000.00	32,000.00	0.00	26,169.37	5,830.63	81.78 %
Department: 110 - MUNICIPAL COURT Total:	443,737.00	460,737.00	32,029.31	416,275.81	44,461.19	90.35 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	54,950.00	213.30	55,092.17	-142.17	100.26 %
Department: 111 - YOUTH COURT Total:	92,950.00	54,950.00	213.30	55,092.17	-142.17	100.26 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	179,830.00	179,830.00	13,709.56	172,922.43	6,907.57	96.16 %
500 - SUPPLIES	1,000.00	11,600.00	526.48	11,459.17	140.83	98.79 %
600 - CONTRACTUAL SERVICES	92,050.00	111,025.00	7,754.52	83,372.60	27,652.40	75.09 %
Department: 120 - MAYORS OFFICE Total:	272,880.00	302,455.00	21,990.56	267,754.20	34,700.80	88.53 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	346,066.00	350,066.00	26,559.75	337,621.06	12,444.94	96.44 %
500 - SUPPLIES	500.00	500.00	16.25	472.03	27.97	94.41 %
600 - CONTRACTUAL SERVICES	134,500.00	162,360.00	1,757.13	161,307.72	1,052.28	99.35 %
900 - CAPITAL OUTLAY	95,000.00	115,485.00	1,820.00	113,481.08	2,003.92	98.26 %
Department: 123 - IT Total:	576,066.00	628,411.00	30,153.13	612,881.89	15,529.11	97.53 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
Department: 130 - ELECTIONS Total:	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	445,946.00	430,446.00	33,381.98	406,462.03	23,983.97	94.43 %
500 - SUPPLIES	7,500.00	7,500.00	1,005.43	6,038.25	1,461.75	80.51 %
600 - CONTRACTUAL SERVICES	260,500.00	260,500.00	59,336.56	198,905.63	61,594.37	76.36 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	1,539.00	1,461.00	51.30 %
Department: 142 - CITY CLERKS OFFICE Total:	716,946.00	701,446.00	93,723.97	612,944.91	88,501.09	87.38 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	70,035.00	70,035.00	5,548.22	67,813.18	2,221.82	96.83 %
Department: 160 - ATTORNEY AND STAFF Total:	70,035.00	70,035.00	5,548.22	67,813.18	2,221.82	96.83 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	205,000.00	205,000.00	15,338.04	187,351.98	17,648.02	91.39 %
Department: 169 - LEGAL Total:	205,000.00	205,000.00	15,338.04	187,351.98	17,648.02	91.39 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	407,216.00	347,216.00	25,778.53	297,833.47	49,382.53	85.78 %
500 - SUPPLIES	2,500.00	2,500.00	2,355.55	3,570.40	-1,070.40	142.82 %
600 - CONTRACTUAL SERVICES	50,500.00	50,500.00	3,729.22	48,308.19	2,191.81	95.66 %
Department: 180 - HUMAN RESOURCES Total:	460,216.00	400,216.00	31,863.30	349,712.06	50,503.94	87.38 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	185,579.00	185,579.00	13,969.81	171,758.52	13,820.48	92.55 %
500 - SUPPLIES	400.00	500.00	0.00	392.30	107.70	78.46 %
600 - CONTRACTUAL SERVICES	44,550.00	44,450.00	689.03	37,116.12	7,333.88	83.50 %
900 - CAPITAL OUTLAY	30,000.00	30,000.00	1,350.00	24,434.53	5,565.47	81.45 %
Department: 190 - CITY PLANNER Total:	260,529.00	260,529.00	16,008.84	233,701.47	26,827.53	89.70 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	151,355.00	156,855.00	8,408.94	116,017.68	40,837.32	73.96 %
Department: 191 - EXTERNAL SERVICE Total:	151,355.00	156,855.00	8,408.94	116,017.68	40,837.32	73.96 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	135.24	4,794.82	705.18	87.18 %
600 - CONTRACTUAL SERVICES	90,500.00	108,500.00	4,630.11	109,079.10	-579.10	100.53 %
800 - DEBT SERVICE	3,586.00	3,586.00	896.50	3,586.00	0.00	100.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	99,586.00	117,586.00	5,661.85	117,459.92	126.08	99.89 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	48,296.00	48,296.00	0.00	48,296.00	0.00	100.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	4,500.00	4,500.00	0.00	3,850.00	650.00	85.56 %
990 - TRANSFERS	642,833.00	643,608.00	0.00	643,603.86	4.14	100.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	695,629.00	696,404.00	0.00	695,749.86	654.14	99.91 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	23,300.00	23,300.00	1,400.00	17,042.92	6,257.08	73.15 %
631 - ODDFELLOWS	20,000.00	23,200.00	1,600.00	23,200.00	0.00	100.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	43,300.00	46,500.00	3,000.00	40,242.92	6,257.08	86.54 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	414,389.00	414,389.00	30,894.82	386,443.27	27,945.73	93.26 %
500 - SUPPLIES	8,700.00	8,700.00	0.00	6,039.64	2,660.36	69.42 %
600 - CONTRACTUAL SERVICES	23,900.00	23,900.00	26.88	11,311.28	12,588.72	47.33 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 197 - ENGINEERING Total:	451,989.00	451,989.00	30,921.70	403,794.19	48,194.81	89.34 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	5,872,811.68	5,820,744.68	409,430.98	5,127,505.84	693,238.84	88.09 %
500 - SUPPLIES	526,000.00	526,000.00	22,470.88	474,696.63	51,303.37	90.25 %
600 - CONTRACTUAL SERVICES	608,350.00	608,350.00	18,002.45	600,913.73	7,436.27	98.78 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	93,123.00	117,634.00	0.00	89,813.00	27,821.00	76.35 %
800 - DEBT SERVICE	146,964.00	146,964.00	0.00	146,964.00	0.00	100.00 %
900 - CAPITAL OUTLAY	277,700.00	346,100.00	4,400.00	350,282.30	-4,182.30	101.21 %
Department: 201 - POLICE DEPARTMENT Total:	7,524,948.68	7,565,792.68	454,304.31	6,790,175.50	775,617.18	89.75 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	333,856.00	332,856.00	25,897.19	283,002.37	49,853.63	85.02 %
500 - SUPPLIES	0.00	1,000.00	0.00	844.91	155.09	84.49 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	3,500.00	3,500.00	805.02	3,418.34	81.66	97.67 %
Department: 245 - DISPATCHERS Total:	337,356.00	337,356.00	26,702.21	287,265.62	50,090.38	85.15 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	122,381.00	122,381.00	9,620.88	115,993.22	6,387.78	94.78 %
500 - SUPPLIES	2,950.00	2,950.00	130.12	3,354.27	-404.27	113.70 %
600 - CONTRACTUAL SERVICES	5,000.00	9,870.00	0.00	7,833.91	2,036.09	79.37 %
Department: 246 - CODE ENFORCEMENT Total:	130,331.00	135,201.00	9,751.00	127,181.40	8,019.60	94.07 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	163,916.00	186,416.00	13,974.67	179,160.17	7,255.83	96.11 %
Department: 254 - DUI GRANT Total:	163,916.00	186,416.00	13,974.67	179,160.17	7,255.83	96.11 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,051,050.00	4,260,950.00	310,603.42	4,121,183.52	139,766.48	96.72 %
500 - SUPPLIES	117,750.00	117,750.00	4,518.04	117,949.84	-199.84	100.17 %
600 - CONTRACTUAL SERVICES	272,500.00	279,211.00	8,805.88	269,521.71	9,689.29	96.53 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	196,732.00	0.00	38,933.08	157,798.92	19.79 %
800 - DEBT SERVICE	126,935.00	126,955.00	0.00	126,951.55	3.45	100.00 %
900 - CAPITAL OUTLAY	65,000.00	64,199.00	128.00	62,140.00	2,059.00	96.79 %
Department: 261 - FIRE DEPARTMENT Total:	4,633,235.00	5,045,797.00	324,055.34	4,736,679.70	309,117.30	93.87 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT						
400 - PERSONNEL SERVICES	289,977.00	269,977.00	20,969.44	238,334.35	31,642.65	88.28 %
500 - SUPPLIES	7,100.00	7,100.00	82.31	2,913.59	4,186.41	41.04 %
600 - CONTRACTUAL SERVICES	34,000.00	34,000.00	138.04	19,295.53	14,704.47	56.75 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT Total:	331,077.00	311,077.00	21,189.79	260,543.47	50,533.53	83.76 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	18,000.00	19,000.00	27.45	18,405.69	594.31	96.87 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,000.00	19,000.00	27.45	18,405.69	594.31	96.87 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	1,045,441.00	995,441.00	73,205.96	904,238.72	91,202.28	90.84 %
500 - SUPPLIES	298,000.00	354,800.00	11,709.43	325,961.14	28,838.86	91.87 %
600 - CONTRACTUAL SERVICES	633,600.00	633,600.00	4,377.59	593,226.32	40,373.68	93.63 %
800 - DEBT SERVICE	98,640.00	98,640.00	0.00	81,778.19	16,861.81	82.91 %
900 - CAPITAL OUTLAY	260,000.00	122,500.00	0.00	121,110.22	1,389.78	98.87 %
Department: 301 - STREET DEPARTMENT Total:	2,335,681.00	2,204,981.00	89,292.98	2,026,314.59	178,666.41	91.90 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	98,991.00	110,991.00	8,130.33	105,397.16	5,593.84	94.96 %
500 - SUPPLIES	7,000.00	7,000.00	1,106.47	4,871.22	2,128.78	69.59 %
600 - CONTRACTUAL SERVICES	7,300.00	7,300.00	37.10	4,552.61	2,747.39	62.36 %
Department: 360 - ANIMAL CONTROL Total:	113,291.00	125,291.00	9,273.90	114,820.99	10,470.01	91.64 %
Department: 550 - PARKS AND REC DEPARTMENT						
500 - SUPPLIES	0.00	50.00	0.00	45.20	4.80	90.40 %
600 - CONTRACTUAL SERVICES	1,523,950.00	1,693,950.00	77,950.62	1,733,424.25	-39,474.25	102.33 %
800 - DEBT SERVICE	8,978.00	9,053.00	0.00	9,051.81	1.19	99.99 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,532,928.00	1,703,053.00	77,950.62	1,742,521.26	-39,468.26	102.32 %
Department: 553 - P&R CORNERSTONE						
600 - CONTRACTUAL SERVICES	240,000.00	260,000.00	0.00	240,000.00	20,000.00	92.31 %
Department: 553 - P&R CORNERSTONE Total:	240,000.00	260,000.00	0.00	240,000.00	20,000.00	92.31 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
900 - CAPITAL OUTLAY	310,000.00	401,927.00	277.49	402,191.82	-264.82	100.07 %
Department: 600 - CAPITAL PROJECTS Total:	317,500.00	409,427.00	277.49	402,191.82	7,235.18	98.23 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,547,893.43	2,744,893.43	811,162.50	2,724,158.79	20,734.64	99.24 %
Department: 800 - DEBT SERVICE Total:	2,547,893.43	2,744,893.43	811,162.50	2,724,158.79	20,734.64	99.24 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,448,074.89	2,423,691.89	0.00	0.00	2,423,691.89	0.00 %
950 - TRANSFERS	0.00	110,000.00	0.00	110,000.00	0.00	100.00 %
990 - TRANSFERS	0.00	137,500.00	0.00	137,500.00	0.00	100.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,448,074.89	2,671,191.89	0.00	247,500.00	2,423,691.89	9.27 %
Expense Total:	27,448,120.00	28,506,260.00	2,144,817.28	24,292,358.43	4,213,901.57	85.22 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-1,139,505.22	833,651.36	833,651.36	0.00 %
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	14,087.00	0.00	15,719.55	1,632.55	111.59 %
Department: 000 - UNDESIGNATED Total:	10,000.00	14,087.00	0.00	15,719.55	1,632.55	111.59 %
Revenue Total:	10,000.00	14,087.00	0.00	15,719.55	1,632.55	111.59 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	7,500.00	11,587.00	0.00	11,368.98	218.02	98.12 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	677.76	1,822.24	27.11 %
Department: 251 - DRUG EDUCATION FUND Total:	10,000.00	14,087.00	0.00	12,046.74	2,040.26	85.52 %
Expense Total:	10,000.00	14,087.00	0.00	12,046.74	2,040.26	85.52 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	3,672.81	3,672.81	0.00 %
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	159,200.00	159,200.00	0.00	0.00	-159,200.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	110,000.00	110,000.00	0.00	110,000.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	269,200.00	269,200.00	0.00	110,000.00	-159,200.00	40.86 %
Revenue Total:	269,200.00	269,200.00	0.00	110,000.00	-159,200.00	40.86 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	2,000.00	2,030.00	0.00	2,025.48	4.52	99.78 %
800 - DEBT SERVICE	263,248.18	263,248.18	0.00	263,244.18	4.00	100.00 %
900 - CAPITAL OUTLAY	3,951.82	3,921.82	0.00	0.00	3,921.82	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,200.00	269,200.00	0.00	265,269.66	3,930.34	98.54 %
Expense Total:	269,200.00	269,200.00	0.00	265,269.66	3,930.34	98.54 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	-155,269.66	-155,269.66	0.00 %
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	73,151.00	0.00	73,153.88	2.88	100.00 %
340 - MISCELLANEOUS	22,850.00	27,350.00	1,850.00	31,084.74	3,734.74	113.66 %
360 - CHARGES FOR SERVICES	687,350.00	949,570.00	65,294.80	1,075,325.51	125,755.51	113.24 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	750,000.00	750,000.00	0.00	0.00	-750,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,531,151.00	1,800,071.00	67,144.80	1,179,564.13	-620,506.87	65.53 %
Revenue Total:	1,531,151.00	1,800,071.00	67,144.80	1,179,564.13	-620,506.87	65.53 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	252,134.00	252,134.00	18,636.12	231,039.14	21,094.86	91.63 %
500 - SUPPLIES	561,000.00	812,000.00	31,409.01	768,794.74	43,205.26	94.68 %
600 - CONTRACTUAL SERVICES	116,350.00	124,500.00	3,662.69	112,792.90	11,707.10	90.60 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	272,245.73	0.00	261,301.98	10,943.75	95.98 %
900 - CAPITAL OUTLAY	601,667.00	339,191.27	0.00	303,958.36	35,232.91	89.61 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 505 - AIRPORT Total:	1,531,151.00	1,800,071.00	53,707.82	1,677,887.12	122,183.88	93.21 %
Expense Total:	1,531,151.00	1,800,071.00	53,707.82	1,677,887.12	122,183.88	93.21 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	13,436.98	-498,322.99	-498,322.99	0.00 %
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	23,000.00	1,123,991.41	19,380.38	775,217.35	-348,774.06	68.97 %
Department: 000 - UNDESIGNATED Total:	23,000.00	1,123,991.41	19,380.38	775,217.35	-348,774.06	68.97 %
Revenue Total:	23,000.00	1,123,991.41	19,380.38	775,217.35	-348,774.06	68.97 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	0.00	179,122.00	0.00	0.00	179,122.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	23,000.00	944,869.41	0.00	765,920.58	178,948.83	81.06 %
Department: 515 - RESTRICTED PROJECTS Total:	23,000.00	1,123,991.41	0.00	765,920.58	358,070.83	68.14 %
Expense Total:	23,000.00	1,123,991.41	0.00	765,920.58	358,070.83	68.14 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	19,380.38	9,296.77	9,296.77	0.00 %
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
340 - MISCELLANEOUS	3,075,000.00	3,081,300.00	0.00	2,790,808.28	-290,491.72	90.57 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	205,000.00	235,992.00	0.00	121,378.00	-114,614.00	51.43 %
Department: 000 - UNDESIGNATED Total:	3,305,000.00	3,342,292.00	0.00	2,912,186.28	-430,105.72	87.13 %
Revenue Total:	3,305,000.00	3,342,292.00	0.00	2,912,186.28	-430,105.72	87.13 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,816,278.00	1,816,278.00	119,426.19	1,637,701.92	178,576.08	90.17 %
500 - SUPPLIES	274,000.00	274,000.00	11,146.97	258,298.94	15,701.06	94.27 %
600 - CONTRACTUAL SERVICES	841,100.00	841,100.00	70,977.51	801,035.22	40,064.78	95.24 %
800 - DEBT SERVICE	322,294.00	359,586.00	16,440.53	335,342.16	24,243.84	93.26 %
900 - CAPITAL OUTLAY	51,328.00	51,328.00	0.00	4,232.00	47,096.00	8.25 %
Department: 322 - SANITATION DEPARTMENT Total:	3,305,000.00	3,342,292.00	217,991.20	3,036,610.24	305,681.76	90.85 %
Expense Total:	3,305,000.00	3,342,292.00	217,991.20	3,036,610.24	305,681.76	90.85 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	-217,991.20	-124,423.96	-124,423.96	0.00 %
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	256,526.65	-393,473.35	39.47 %
Department: 000 - UNDESIGNATED Total:	650,000.00	650,000.00	0.00	256,526.65	-393,473.35	39.47 %
Revenue Total:	650,000.00	650,000.00	0.00	256,526.65	-393,473.35	39.47 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	287.33	249,712.67	0.11 %
900 - CAPITAL OUTLAY	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Department: 323 - LANDFILL Total:	650,000.00	650,000.00	0.00	287.33	649,712.67	0.04 %
Expense Total:	650,000.00	650,000.00	0.00	287.33	649,712.67	0.04 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	0.00	256,239.32	256,239.32	0.00 %
Fund: 120 - MODERNIZATION USE TAX						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,000,000.00	2,000,000.00	0.00	2,066,594.88	66,594.88	103.33 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
380 - TRANSFERS AND NON REVENUE RECEIPTS	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,050,000.00	2,050,000.00	0.00	2,066,594.88	16,594.88	100.81 %
Revenue Total:	2,050,000.00	2,050,000.00	0.00	2,066,594.88	16,594.88	100.81 %
Expense						
Department: 300 - STREET DEPARTMENT						
900 - CAPITAL OUTLAY	2,050,000.00	1,325,972.00	0.00	1,071,008.43	254,963.57	80.77 %
Department: 300 - STREET DEPARTMENT Total:	2,050,000.00	1,325,972.00	0.00	1,071,008.43	254,963.57	80.77 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	0.00	724,028.00	0.00	724,027.75	0.25	100.00 %
Department: 800 - DEBT SERVICE Total:	0.00	724,028.00	0.00	724,027.75	0.25	100.00 %
Expense Total:	2,050,000.00	2,050,000.00	0.00	1,795,036.18	254,963.82	87.56 %
Fund: 120 - MODERNIZATION USE TAX Surplus (Deficit):	0.00	0.00	0.00	271,558.70	271,558.70	0.00 %
Fund: 300 - CAPITAL PROJECTS FUND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	137,500.00	0.00	137,500.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	0.00	137,500.00	0.00	137,500.00	0.00	100.00 %
Revenue Total:	0.00	137,500.00	0.00	137,500.00	0.00	100.00 %
Expense						
Department: 000 - UNDESIGNATED						
900 - CAPITAL OUTLAY	0.00	105,350.00	0.00	0.00	105,350.00	0.00 %
990 - TRANSFERS	0.00	32,150.00	0.00	32,150.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	0.00	137,500.00	0.00	32,150.00	105,350.00	23.38 %
Expense Total:	0.00	137,500.00	0.00	32,150.00	105,350.00	23.38 %
Fund: 300 - CAPITAL PROJECTS FUND Surplus (Deficit):	0.00	0.00	0.00	105,350.00	105,350.00	0.00 %
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Revenue Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	100,000.00	100,000.00	29.07	21,726.28	78,273.72	21.73 %
Department: 600 - CAPITAL PROJECTS Total:	100,000.00	100,000.00	29.07	21,726.28	78,273.72	21.73 %
Expense Total:	100,000.00	100,000.00	29.07	21,726.28	78,273.72	21.73 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-29.07	-21,726.28	-21,726.28	0.00 %
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	43,566.05	43,566.05	0.00 %
340 - MISCELLANEOUS	0.00	0.00	2,760.09	72,855.09	72,855.09	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	5,000,000.00	0.00	5,000,000.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	0.00	5,000,000.00	2,760.09	5,116,421.14	116,421.14	102.33 %
Revenue Total:	0.00	5,000,000.00	2,760.09	5,116,421.14	116,421.14	102.33 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	0.00	110,158.00	75.00	122,333.00	-12,175.00	111.05 %
Department: 300 - STREET DEPARTMENT Total:	0.00	110,158.00	75.00	122,333.00	-12,175.00	111.05 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 600 - CAPITAL PROJECTS						
900 - CAPITAL OUTLAY	0.00	4,889,842.00	0.00	3,007,040.11	1,882,801.89	61.50 %
Department: 600 - CAPITAL PROJECTS Total:	0.00	4,889,842.00	0.00	3,007,040.11	1,882,801.89	61.50 %
Expense Total:	0.00	5,000,000.00	75.00	3,129,373.11	1,870,626.89	62.59 %
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Surplus (Defic..	0.00	0.00	2,685.09	1,987,048.03	1,987,048.03	0.00 %
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	0.00	133,340.20	133,340.20	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	133,340.20	133,340.20	0.00 %
Department: 350 - MAIN STREET						
230 - INTERGOVERNMENTAL REVENUES	1,250,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 350 - MAIN STREET Total:	1,250,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 351 - JL KING PARK						
230 - INTERGOVERNMENTAL REVENUES	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Department: 351 - JL KING PARK Total:	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Department: 352 - NORTHSIDE DRIVE						
230 - INTERGOVERNMENTAL REVENUES	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Department: 352 - NORTHSIDE DRIVE Total:	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Revenue Total:	1,750,000.00	500,000.00	0.00	133,340.20	-366,659.80	26.67 %
Expense						
Department: 350 - MAIN STREET						
600 - CONTRACTUAL SERVICES	1,250,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 350 - MAIN STREET Total:	1,250,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 351 - JL KING PARK						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	6,923.58	243,076.42	2.77 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	111,530.00	-111,530.00	0.00 %
Department: 351 - JL KING PARK Total:	250,000.00	250,000.00	0.00	118,453.58	131,546.42	47.38 %
Department: 352 - NORTHSIDE DRIVE						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	322.31	249,677.69	0.13 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	342,108.46	-342,108.46	0.00 %
Department: 352 - NORTHSIDE DRIVE Total:	250,000.00	250,000.00	0.00	342,430.77	-92,430.77	136.97 %
Expense Total:	1,750,000.00	500,000.00	0.00	460,884.35	39,115.65	92.18 %
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND Surplus (D...	0.00	0.00	0.00	-327,544.15	-327,544.15	0.00 %
Fund: 309 - AMERICAN RELIEF FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	1,412,701.32	0.00	0.00	-1,412,701.32	0.00 %
340 - MISCELLANEOUS	0.00	0.00	1,028.07	162,072.66	162,072.66	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	6,264,048.26	6,264,048.26	0.00	0.00	-6,264,048.26	0.00 %
Department: 000 - UNDESIGNATED Total:	6,264,048.26	7,676,749.58	1,028.07	162,072.66	-7,514,676.92	2.11 %
Revenue Total:	6,264,048.26	7,676,749.58	1,028.07	162,072.66	-7,514,676.92	2.11 %
Expense						
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	6,264,048.26	5,211,591.58	0.00	0.00	5,211,591.58	0.00 %
900 - CAPITAL OUTLAY	0.00	2,465,158.00	322,793.40	1,306,916.81	1,158,241.19	53.02 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	6,264,048.26	7,676,749.58	322,793.40	1,306,916.81	6,369,832.77	17.02 %
Expense Total:	6,264,048.26	7,676,749.58	322,793.40	1,306,916.81	6,369,832.77	17.02 %
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	0.00	0.00	-321,765.33	-1,144,844.15	-1,144,844.15	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - LINKAGE TAP PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	89,900.64	0.00	89,900.64	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	0.00	89,900.64	0.00	89,900.64	0.00	100.00 %
Revenue Total:	0.00	89,900.64	0.00	89,900.64	0.00	100.00 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	0.00	89,900.64	0.00	0.00	89,900.64	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	0.00	89,900.64	0.00	0.00	89,900.64	0.00 %
Expense Total:	0.00	89,900.64	0.00	0.00	89,900.64	0.00 %
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	0.00	0.00	0.00	89,900.64	89,900.64	0.00 %
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	1,437.52	13,235.23	13,235.23	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	1,331,810.00	0.00	0.00	-1,331,810.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	1,331,810.00	1,437.52	13,235.23	-1,318,574.77	0.99 %
Revenue Total:	0.00	1,331,810.00	1,437.52	13,235.23	-1,318,574.77	0.99 %
Expense						
Department: 656 - MAIN STREET CORRIDOR						
600 - CONTRACTUAL SERVICES	0.00	800,000.00	0.00	351,397.51	448,602.49	43.92 %
900 - CAPITAL OUTLAY	0.00	531,810.00	0.00	0.00	531,810.00	0.00 %
Department: 656 - MAIN STREET CORRIDOR Total:	0.00	1,331,810.00	0.00	351,397.51	980,412.49	26.38 %
Expense Total:	0.00	1,331,810.00	0.00	351,397.51	980,412.49	26.38 %
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Sur...	0.00	0.00	1,437.52	-338,162.28	-338,162.28	0.00 %
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)						
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	253,207.03	-253,207.03	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	148,307.75	-148,307.75	0.00 %
Department: 551 - PARK & REC TOURISM Total:	0.00	0.00	0.00	401,514.78	-401,514.78	0.00 %
Expense Total:	0.00	0.00	0.00	401,514.78	-401,514.78	0.00 %
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023) Total:	0.00	0.00	0.00	401,514.78	-401,514.78	0.00 %
Fund: 313 - SPRING/HWY 12 LINKAGE TAP						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	32,150.00	0.00	32,150.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	0.00	32,150.00	0.00	32,150.00	0.00	100.00 %
Revenue Total:	0.00	32,150.00	0.00	32,150.00	0.00	100.00 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	0.00	32,150.00	6,558.33	28,816.66	3,333.34	89.63 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	0.00	32,150.00	6,558.33	28,816.66	3,333.34	89.63 %
Expense Total:	0.00	32,150.00	6,558.33	28,816.66	3,333.34	89.63 %
Fund: 313 - SPRING/HWY 12 LINKAGE TAP Surplus (Deficit):	0.00	0.00	-6,558.33	3,333.34	3,333.34	0.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	263.59	3,363.80	3,363.80	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
380 - TRANSFERS AND NON REVENUE RECEIPTS	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	400,000.00	400,000.00	263.59	3,363.80	-396,636.20	0.84 %
Revenue Total:	400,000.00	400,000.00	263.59	3,363.80	-396,636.20	0.84 %
Expense						
Department: 600 - CAPITAL PROJECTS						
900 - CAPITAL OUTLAY	400,000.00	400,000.00	0.00	97,333.24	302,666.76	24.33 %
Department: 600 - CAPITAL PROJECTS Total:	400,000.00	400,000.00	0.00	97,333.24	302,666.76	24.33 %
Department: 900 - INTERFUND TRANSACTIONS						
990 - TRANSFERS	0.00	0.00	0.00	133,340.20	-133,340.20	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	0.00	0.00	0.00	133,340.20	-133,340.20	0.00 %
Expense Total:	400,000.00	400,000.00	0.00	230,673.44	169,326.56	57.67 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	263.59	-227,309.64	-227,309.64	0.00 %
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,450,000.00	2,735,000.00	206,370.96	2,854,318.19	119,318.19	104.36 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,600,000.00	3,600,000.00	0.00	0.00	-3,600,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	6,050,000.00	6,335,000.00	206,370.96	2,854,318.19	-3,480,681.81	45.06 %
Revenue Total:	6,050,000.00	6,335,000.00	206,370.96	2,854,318.19	-3,480,681.81	45.06 %
Expense						
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	350,698.00	0.00	351,576.15	-878.15	100.25 %
600 - CONTRACTUAL SERVICES	0.00	195,000.00	464.00	180,464.00	14,536.00	92.55 %
800 - DEBT SERVICE	1,486,420.00	1,378,795.00	0.00	1,346,263.05	32,531.95	97.64 %
900 - CAPITAL OUTLAY	4,323,580.00	4,150,507.00	10,940.08	814,868.21	3,335,638.79	19.63 %
950 - TRANSFERS	240,000.00	260,000.00	20,000.00	260,000.00	0.00	100.00 %
Department: 551 - PARK & REC TOURISM Total:	6,050,000.00	6,335,000.00	31,404.08	2,953,171.41	3,381,828.59	46.62 %
Expense Total:	6,050,000.00	6,335,000.00	31,404.08	2,953,171.41	3,381,828.59	46.62 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	174,966.88	-98,853.22	-98,853.22	0.00 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	6,500,500.00	6,500,500.00	179,674.26	1,035,085.76	-5,465,414.24	15.92 %
Department: 000 - UNDESIGNATED Total:	6,500,500.00	6,500,500.00	179,674.26	1,035,085.76	-5,465,414.24	15.92 %
Revenue Total:	6,500,500.00	6,500,500.00	179,674.26	1,035,085.76	-5,465,414.24	15.92 %
Expense						
Department: 318 - MS182/MLK						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	500,000.00	500,000.00	3,723.75	82,484.60	417,515.40	16.50 %
900 - CAPITAL OUTLAY	6,000,000.00	6,000,000.00	0.00	910,524.85	5,089,475.15	15.18 %
Department: 318 - MS182/MLK Total:	6,500,500.00	6,500,500.00	3,723.75	993,009.45	5,507,490.55	15.28 %
Expense Total:	6,500,500.00	6,500,500.00	3,723.75	993,009.45	5,507,490.55	15.28 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	175,950.51	42,076.31	42,076.31	0.00 %
Fund: 380 - PARK BONDS 2020						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,000.00	11,500.00	0.00	13,610.25	2,110.25	118.35 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,863,655.33	4,475,298.60	0.00	0.00	-4,475,298.60	0.00 %
900 - CAPITAL OUTLAY	1,600,000.00	2,624,406.27	10,940.08	814,868.21	-1,809,538.06	31.05 %
Department: 000 - UNDESIGNATED Total:	6,465,655.33	7,111,204.87	10,940.08	828,478.46	-6,282,726.41	11.65 %
Revenue Total:	6,465,655.33	7,111,204.87	10,940.08	828,478.46	-6,282,726.41	11.65 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	0.00	124,707.00	0.00	84,922.10	39,784.90	68.10 %
900 - CAPITAL OUTLAY	6,465,655.33	6,986,497.87	0.00	5,218,854.96	1,767,642.91	74.70 %
Department: 551 - PARK & REC TOURISM Total:	6,465,655.33	7,111,204.87	0.00	5,303,777.06	1,807,427.81	74.58 %
Expense Total:	6,465,655.33	7,111,204.87	0.00	5,303,777.06	1,807,427.81	74.58 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	10,940.08	-4,475,298.60	-4,475,298.60	0.00 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,500.00	1,500.00	1,581.33	15,670.12	14,170.12	1,044.67 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,676.20	1,500,676.20	0.00	0.00	-1,500,676.20	0.00 %
Department: 000 - UNDESIGNATED Total:	1,502,176.20	1,502,176.20	1,581.33	15,670.12	-1,486,506.08	1.04 %
Revenue Total:	1,502,176.20	1,502,176.20	1,581.33	15,670.12	-1,486,506.08	1.04 %
Expense						
Department: 300 - STREET DEPARTMENT						
500 - SUPPLIES	0.00	0.00	0.00	575.94	-575.94	0.00 %
600 - CONTRACTUAL SERVICES	1,502,176.20	1,502,176.20	32,806.50	222,935.00	1,279,241.20	14.84 %
Department: 300 - STREET DEPARTMENT Total:	1,502,176.20	1,502,176.20	32,806.50	223,510.94	1,278,665.26	14.88 %
Expense Total:	1,502,176.20	1,502,176.20	32,806.50	223,510.94	1,278,665.26	14.88 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION Surplus (Deficit):	0.00	0.00	-31,225.17	-207,840.82	-207,840.82	0.00 %
Report Surplus (Deficit):	0.00	0.00	-1,318,013.29	-4,418,983.25	-4,418,983.25	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-1,139,505.22	833,651.36	833,651.36
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	3,672.81	3,672.81
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	-155,269.66	-155,269.66
015 - AIRPORT FUND	0.00	0.00	13,436.98	-498,322.99	-498,322.99
016 - RESTRICTED AIRPORT	0.00	0.00	19,380.38	9,296.77	9,296.77
022 - ENVIRONMENTAL SERVICES	0.00	0.00	-217,991.20	-124,423.96	-124,423.96
023 - LANDFILL ACCOUNT	0.00	0.00	0.00	256,239.32	256,239.32
120 - MODERNIZATION USE TAX	0.00	0.00	0.00	271,558.70	271,558.70
300 - CAPITAL PROJECTS FUND	0.00	0.00	0.00	105,350.00	105,350.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	-29.07	-21,726.28	-21,726.28
305 - 2022 G.O. PUBLIC IMPROVEI	0.00	0.00	2,685.09	1,987,048.03	1,987,048.03
306 - 2022 LOCAL IMPROVEMENT:	0.00	0.00	0.00	-327,544.15	-327,544.15
309 - AMERICAN RELIEF FUND	0.00	0.00	-321,765.33	-1,144,844.15	-1,144,844.15
310 - LINKAGE TAP PROJECT	0.00	0.00	0.00	89,900.64	89,900.64
311 - MAIN STREET CORRIDOR IMI	0.00	0.00	1,437.52	-338,162.28	-338,162.28
312 - PARKS CAPITAL PROJECT FUI	0.00	0.00	0.00	-401,514.78	-401,514.78
313 - SPRING/HWY 12 LINKAGE TA	0.00	0.00	-6,558.33	3,333.34	3,333.34
319 - PUBLIC IMPROVEMENT BON	0.00	0.00	263.59	-227,309.64	-227,309.64
375 - PARK AND REC TOURISM	0.00	0.00	174,966.88	-98,853.22	-98,853.22
377 - BUILD GRANT MS 182 / MLK	0.00	0.00	175,950.51	42,076.31	42,076.31
380 - PARK BONDS 2020	0.00	0.00	10,940.08	-4,475,298.60	-4,475,298.60
700 - STARK/HOSPITAL ROAD EXP/	0.00	0.00	-31,225.17	-207,840.82	-207,840.82
Report Surplus (Deficit):	0.00	0.00	-1,318,013.29	-4,418,983.25	-4,418,983.25



Starkville Utilities – Electric Division
Board Budget Year 2024 (10/2023-9/2024)

	Total 2022 as Amended	Total 2023 as Adopted	April 2023 Actuals	Total 2024 Budget
<u>Revenues</u>				
100 Electric Sales	45,112,574	41,425,000	23,270,282	42,238,774
110 Forfeited Customer Discounts	250,000	250,000	96,887	250,000
111 Misc. Service Revenue	250,000	250,000	116,963	250,000
112 Interest Income	15,000	15,000	41,898	3,000
120 Rent from Electric Property	315,000	315,000	185,897	315,000
130 Water Sewer Reimbursement	1,000,000	1,000,000	438,715	1,000,000
131 Sanitation Reimbursement	75,000	75,000	42,690	75,000
132 City Reimbursement for Lights	10,000	10,000	3,833	10,000
Other Revenues	1,915,000	1,915,000	926,884	1,903,000
Total Revenues	47,027,574	43,340,000	24,197,166	44,141,774
 <u>Expenses</u>				
150 Purchased Power Expense	36,037,574	32,800,000	18,340,807	33,283,066
 <u>Payroll Expenses</u>				
200 Employee Salaries	2,035,300	2,107,300	1,086,140	2,339,660
201 Employee Overtime	120,000	120,000	51,271	60,000
202 Employer Contributions - State Retirement	375,023	387,550	197,910	447,537
203 Employer Contributions - Social Security	164,880	170,388	87,012	183,574
204 Employer Contributions - Group Insurance	185,000	185,000	98,729	185,000
205 Payroll Expense from Other Departments	60,000	65,000	39,343	65,000
Total Payroll Expenses	2,940,203	3,035,239	1,560,405	3,280,771
 <u>Operating Expenses</u>				
300 City Administrative Cost Reimbursement	135,000	140,000	102,239	140,000
302 Billing Services	325,000	325,000	195,438	325,000
303 Contract Services	482,000	485,000	408,308	485,000
305 Insurance	240,000	250,000	6,850	260,000
306 Communications	90,000	90,000	45,130	90,000
307 Office Supplies	85,000	70,000	56,007	70,000
308 Safety Supplies	25,000	25,000	251	25,000
309 Uniforms	30,000	30,000	35,403	35,000
310 Utilities	15,000	15,000	8,181	15,000
311 Travel & Training	45,000	45,000	23,170	45,000
312 Dues	50,000	50,000	37,494	50,000
314 Collection & Bank Fees	15,000	15,000	21,046	30,000
315 Postage	8,000	8,000	5,647	8,000
316 Advertising	6,000	6,000	6,371	6,000
318 Miscellaneous	10,000	10,000	30,053	10,000
Total Operating Expenses	1,561,000	1,564,000	981,586	1,594,000



Starkville Utilities – Electric Division
Board Budget Year 2024 (10/2023-9/2024)

	Total 2022 as Amended	Total 2023 as Adopted	April 2023 Actuals	Total 2024 Budget
<u>Maintenance Expenses</u>				
400 Expensed Materials & Supplies	275,000	280,000	155,357	280,000
401 ROW Clearing	370,000	370,000	301,816	500,000
403 Gas & Fuel Expense	150,000	180,000	35,532	180,000
404 Equipment Repairs & Maintenance	160,000	200,000	62,127	200,000
405 Substation Repairs & Supplies	40,000	40,000	32,708	40,000
406 Building Maintenance	135,000	50,000	95,409	50,000
407 General Maintenance	-	50,000	35,148	50,000
Total Maintenance Expenses	1,130,000	1,170,000	718,096	1,300,000
<u>Capital Expenses</u>				
500 Capitalized Materials & Supplies	800,000	1,200,000	305,192	930,000
501 Asset Purchases - Building & Grounds	800,000	25,000	-	25,000
502 Asset Purchases - Equipment & Vehicles	198,000	1,003,097	120,160	578,000
503 Capital Projects & Construction	1,475,000	911,200	-	1,289,100
Total Capital Expenses	3,273,000	3,139,297	425,352	2,822,100
<u>Debt Expenses</u>				
600 Interest Expense on LTD	154,813	143,775	74,616	143,775
601 Principal Paid on LTD	470,000	485,000	485,000	485,000
Total Debt Expenses	624,813	628,775	559,616	628,775
700 Tax Equivalency	1,365,000	1,365,000	796,250	1,365,000
Total Expenses	46,931,590	43,702,311	23,382,112	44,273,712
Total Revenues Over Expenses	95,984	(362,311)	815,054	(131,938)

503 Capital Projects (Net of Long-Term Debt Funding) - #503 Detail

503A Capital Projects - Substation	784,100
503B Capital Projects - Transmission	150,000
503C Capital Projects - Distribution	235,000
503D Capital Projects - Street Lighting	70,000
503F Capital Projects - Special Projects	50,000
Total	1,289,100
Less: Bond Proceeds Funding Capital Projects	
503 Net Capital Expense Funding from Long-Term Debt	1,289,100



Starkville Utilities – Water & Sewer Division
Board Budget Year 2024 (10/2023-9/2024)

	Total 2022 as Amended	Total 2023 as Adopted	April 2023 Actuals	Total 2024 Budget
<u>Revenues</u>				
100 Water Sales Revenues	\$ 4,500,000	\$ 4,800,000	\$ 2,832,872	\$ 5,376,631
101 Sewer Sales Revenues	3,500,000	3,300,000	2,035,890	\$ 4,021,898
Total Sales Revenues	<u>\$ 8,000,000</u>	<u>\$ 8,100,000</u>	<u>\$ 4,868,762</u>	<u>\$ 9,398,529</u>
110 Forfeited Customer Discounts	100,000	100,000	37,081	\$ 100,000
111 Misc. Service Revenue	50,000	50,000	17,469	\$ 50,000
112 Interest Income	5,000	5,000	16,327	\$ 5,000
113 Tap Fees	150,000	150,000	88,140	\$ 150,000
114 Tower Lease	368,166	370,000	382,641	\$ 370,000
115 MSU Wastewater Treatment Income	-	1,800,000	-	\$ 1,000,000
116 Wastewater Revenue	40,000	40,000	6,900	\$ 40,000
117 Federal & State Grant Revenue	932,183	-	33,124	\$ 700,000
Total Other Revenues	<u>\$ 1,645,349</u>	<u>\$ 2,515,000</u>	<u>\$ 581,682</u>	<u>\$ 2,415,000</u>
Total Revenues	<u>\$ 9,645,349</u>	<u>\$ 10,615,000</u>	<u>\$ 5,450,444</u>	<u>\$ 11,813,529</u>
<u>Expenses</u>				
<u>Payroll Expenses</u>				
200 Employee Wages	\$ 1,185,000	\$ 1,217,000	\$ 781,905	\$ 1,265,021
201 Employee Overtime	120,000	120,000	61,450	\$ 120,000
202 Employer Contributions - State Retirement	227,070	232,638	130,130	\$ 258,306
203 Employer Contributions - Social Security	99,833	102,281	56,494	\$ 105,954
204 Employer Contributions - Group Insurance	140,000	140,000	67,738	\$ 140,000
205 Payroll Expense from Other Departments	650,000	650,000	194,117	\$ 650,000
Total Payroll Expenses	<u>\$ 2,421,903</u>	<u>\$ 2,461,919</u>	<u>\$ 1,291,833</u>	<u>\$ 2,539,281</u>
<u>Operating Expenses</u>				
300 City Administrative Costs Reimbursement	\$ 75,000	\$ 75,000	\$ 85,000	\$ 75,000
301 Rental Allocation to Electric Dept	160,000	160,000	91,217	\$ 160,000
302 Billing Services	150,000	150,000	79,274	\$ 150,000
303 Contract Services	255,000	255,000	171,820	\$ 255,000
304 Water Quality Analysis	40,000	40,000	50	\$ 40,000
305 Insurance	70,000	70,000	67,377	\$ 70,000
306 Communications	50,000	50,000	25,473	\$ 50,000
307 Office Supplies	35,000	20,000	19,525	\$ 30,000
309 Uniforms	20,000	20,000	20,393	\$ 20,000
310 Utilities	950,000	950,000	621,403	\$ 1,000,000
311 Travel & Training	10,000	10,000	1,361	\$ 10,000
312 Dues	5,000	5,000	1,773	\$ 5,000
316 Advertising	5,000	5,000	750	\$ 5,000
318 Miscellaneous	10,000	10,000	84	\$ 10,000
Total Operating Expenses	<u>\$ 1,835,000</u>	<u>\$ 1,820,000</u>	<u>\$ 1,185,500</u>	<u>\$ 1,880,000</u>



Starkville Utilities – Water & Sewer Division
Board Budget Year 2024 (10/2023-9/2024)

	Total 2022 as Amended	Total 2023 as Adopted	April 2023 Actuals	Total 2024 Budget
<u>Maintenance Expenses</u>				
400 Expensed Materials & Supplies	\$ 800,000	\$ 800,000	\$ 127,165	\$ 800,000
401 Chemicals	160,000	180,000	74,632	\$ 180,000
403 Gas & Fuel Expense	80,000	100,000	44,675	\$ 100,000
404 Equipment Repairs & Maintenance	480,680	400,000	190,596	\$ 400,000
405 Infrastructure Repairs & Maintenance	500,000	500,000	166,945	\$ 500,000
406 Building Repairs & Maintenance	200,000	200,000	65,596	\$ 200,000
408 Tank & Well Maintenance	80,000	80,000	12,349	\$ 80,000
409 MSU Pump Operations & Maintenance	-	1,000,000	-	\$ 1,000,000
410 Remote Pump Station Maintenance	40,000	40,000	18,824	\$ 40,000
Total Maintenance Expenses	\$ 2,340,680	\$ 3,300,000	\$ 700,781	\$ 3,300,000
<u>Capital Expenses</u>				
501 Asset Purchases - Building & Grounds	\$ 25,000	\$ 200,000	\$ -	\$ 200,000
502 Asset Purchases - Equipment & Vehicles	150,000	272,000	185,300	\$ 560,000
503 Capital Projects & Construction	2,559,015	1,395,000	972,537	\$ 2,771,500
Total Capital Expenses	\$ 2,734,015	\$ 1,867,000	\$ 1,157,837	\$ 3,531,500
<u>Debt Expenses</u>				
600 Interest Expense on Long-term Debt	\$ 420,637	\$ 395,168	\$ 359,756	\$ 395,168
601 Principal Paid on Long-term Debt	1,150,071	1,110,270	831,707	\$ 1,110,270
Total Debt Expenses	\$ 1,570,708	\$ 1,505,438	\$ 1,191,463	\$ 1,505,438
Total Expenses	\$ 10,902,306	\$ 10,954,357	\$ 5,527,414	\$ 12,756,219
Total Revenues Over Expenses	\$ (1,256,957)	\$ (339,357)	\$ (76,970)	\$ (942,690)

Capital Expense (Net of Long-Term Debt Funding) - #503 Detail

503E Babylon Road Sewer Rehab	\$ -
503F Green Oaks South/Rolling Hills Sewer Rehab	\$ -
503G New Production Well	\$ 200,000
503I Main St/Downtown Improvements	\$ -
503J Main St/Lampkin St/Sewer Line Replacement	\$ 236,500
503K WWTP Influent PS Rehab	\$ 900,000
503L Fairgrounds Water & Sewer Replacement	\$ 200,000
503M Henderson Rd/Sand Rd Sewer	\$ 40,000
503N Industrial Gravity SSES	\$ 25,000
503O South Montgomery/Belmont SSES	\$ 30,000
503P Water/Waste Water Evaluating	\$ 200,000
503R Major Construction and Rehab Work	\$ 940,000
Total	\$ 2,771,500
Less: Debt Funding Capital Projects	
Capital Expense Net of Long-Term Debt	\$ 2,771,500

PUBLIC HEARING AND CONSIDERATION TO DETERMINE WHETHER THE STRUCTURES LOCATED AT NORTH LONG STREET, WITH PARCEL NUMBER 118O-00-087.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN § 21-19-11.

Code Enforcement Officer Alexandra Nash presented the findings and recommendations concerning the building located on Long St. Starkville, MS 39759, with the parcel number 118O-00-087.00, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur. Initial inspection was done on Monday July 10, 2023, and re-inspection on Saturday, July 22, 2023, and August 2, 2023.

All inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and 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, Aug. 2, 2023. Notification letters of the public hearing were sent on Wednesday, Aug. 2, 2023, to the property tax payer/owner Cooper Elmer Estate C/O Beverly C. Gaspard 3910 Damask Dr., Charlotte, NC 28206 and also to the mailing address for the subject property.

Mayor Spruill opened the Public Hearing. Mrs. Gaspard appeared before the Mayor and Board and notified them that the property had very recently been cleaned. There being no comments, the Mayor closed the Public Hearing.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link
OKTIBBEHA COUNTY, MS

Current Date 7/12/2023

Tax Year 2022

Records Last Updated 7/11/2023

PROPERTY DETAIL			
OWNER	COOPER ELMER ESTATE		ACRES : **NA**
	C/O BEVERLY C GASPARD		LAND VALUE : 6800
	3910 DAMASK DR		IMPROVEMENTS : **NA**
	CHARLOTTE NC 28206		TOTAL VALUE: 6800
			ASSESSED : 1020
PARCEL	1180-00-087.00		
ADDRESS	**NA**		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	56.21	0.00	57.90
CITY	30.73	0.00	31.65
SCHOOL	67.32	0.00	69.34
TOTAL	154.26	0.00	158.89 3.00% Penalty
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE			LEGAL LOT 15 CITY BLOCK 16
HOMESTEAD CODE	None		DO NOT CHANGE ADDRESS 5-12-05
TAX DISTRICT	5110		PK
PPIN	002581		MAP 1180 DB PG 660/740
SECTION	34		
TOWNSHIP	19N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES			
Year	Sold To	Redeemed Date/By	
2017	OKTIBBEHA LAND DEVELOPMENT LLC	4/29/2019	COOPER ELMER ESTATE
2016	ROBERSON LAW FIRM PLLC	4/29/2019	COOPER ELMER ESTATE
2015	TISDALE JIM	8/24/2018	COOPER ELMER ESTATE
Back			

[Log In](#) [HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)

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.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

1. Accumulation of noxious weeds and other rank vegetation.
2. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
3. Any condition which provides harborage for rats, mice, snakes and other vermin.
4. 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.
5. All unauthorized noises and vibrations, including animal noises.
6. 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.
7. The carcasses of animals or fowl not disposed of within a reasonable time after death.
8. 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.
9. 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.
10. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
11. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.



City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Elmer Estate Cooper
3910 DAMASK DR
Charlotte, NC 28206

Case No. 23-000307
Issued: July 12, 2023

VIOLATION LOCATION	LEGAL DESCRIPTION
118O-00-087.00 Starkville, MS 39759	-

An inspection of the above referenced property was made on July 12, 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 July 22, 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: Elmer Estate Cooper

The photographs below were taken by Officer Alexandra Nash at the first initial inspection performed by Code Enforcement Officer Alexandra Nash, which was completed on Monday July 10, 2023.



Public Hearing notice placed at City Hall, on the property, and mailed by certified mail to the property owner on Wednesday Aug. 2, 2023.

COOPER ELMER ESTATE
C/O BEVERLY C GASPARD
3910 DAMASK DR
CHARLOTTE, NC 28206

NOTICE

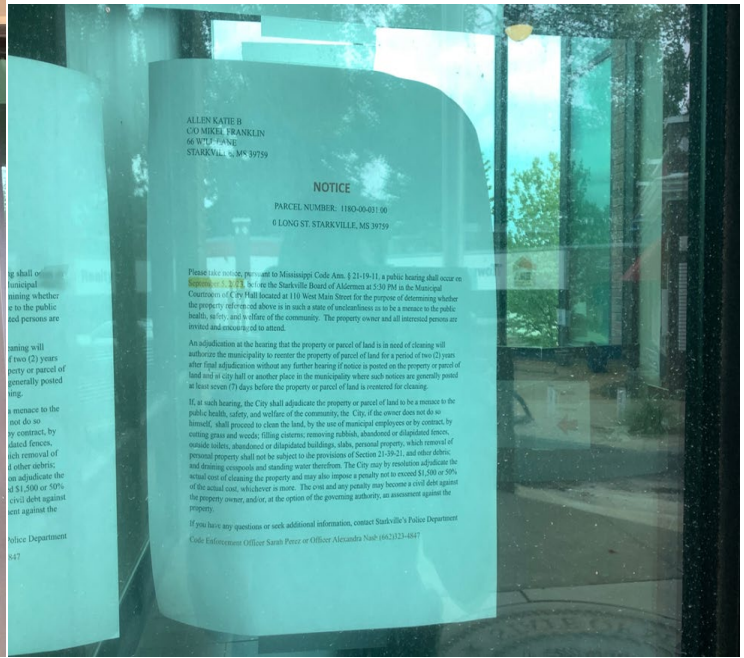
PARCEL NUMBER: 118Q-00-087.00
LONG ST. STARKVILLE, MS 39759

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

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

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

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



On August 28, 2023 photographs were taken by Officer Alexandra Nash of property at approximately 09:00. The property has been cut however it still has debris and rubbish:







31. CONSIDERATION TO DETERMINE WHETHER THE STRUCTURES LOCATED AT NORTH LONG STREET, WITH PARCEL NUMBER 118O-00-087.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN § 21-19-11.

Alderman Vaughn verified the property had been cleaned as did Code Enforcement Officer Alexandra Nash. Because the property was in satisfactory condition, no action was taken.

PUBLIC HEARING AND CONSIDERATION TO DETERMINE WHETHER THE STRUCTURES LOCATED AT NORTH LONG STREET, WITH PARCEL NUMBER 118O-00-031.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN § 21-19-11.

The property was cleaned after a Public Hearing was advertised for September 5.

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

32. PUBLIC HEARING AND CONSIDERATION TO DETERMINE WHETHER THE STRUCTURES LOCATED AT NORTH LONG STREET, WITH PARCEL NUMBER 118O-00-031.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN § 21-19-11.

This property has been cleaned but Public Hearing was advertised. No action was taken.

PUBLIC HEARING AND CONSIDERATION TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 301 EVERGLADE AVE WITH PARCEL NUMBER 118J-00-072.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN. § 21-19-11.

Code Enforcement Officer Alexandra Nash presented the findings and recommendations concerning the building located on 301 Everglade Ave. Starkville, MS 39759 with parcel number 118J-00-072.00 is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur. Initial inspection was done on Monday July 10, 2023, and re-inspections on Saturday, July 22, 2023, and August 2, 2023.

All inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and 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, Aug. 2, 2023. Notification letters of the public hearing were sent on Wednesday, Aug. 2, 2023, to the property tax payer/owner Brooks Ethel M ETAL 5167 Stacey Rd Memphis, TN 38109 and also to the mailing address for the subject property.

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

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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



Property Link

OKTIBBEHA COUNTY, MS

Current Date 7/12/2023

Tax Year 2022
Records Last Updated 7/11/2023

PROPERTY DETAIL			
OWNER	BROOKS ETHEL METAL	ACRES : **NA**	
	C/O AVATOR	LAND VALUE : 20000	
	P O BOX 800	IMPROVEMENTS : 35970	
	CLINTON MS 39060	TOTAL VALUE: 55970	
		ASSESSED : 5597	
PARCEL	118J-00-072.00		
ADDRESS	301 EVERGLADE AVE		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	194.45	0.00	200.28
CITY	168.64	0.00	173.70
SCHOOL	255.40	0.00	263.06
TOTAL	618.49	0.00	637.04 3.00% Penalty
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 29 ROSEDALE SUB
HOMESTEAD CODE	REG		2005/6939
TAX DISTRICT	5110		MAP 118J DB/PG 456/329 752/619
PPIN	001325		B 2005 P 6939 11/02/2005
SECTION	34		
TOWNSHIP	19N		
RANGE	14E		
Book 2005	Page 6939		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2021	DDD INVESTMENTS LLC	4/12/2023 BROOKS ETHEL M ETAL
2020	DDD INVESTMENTS LLC	2/15/2023 SKL INVESTMENTS INC
2019	QUICKSILVER TAX FUNDING LLC	5/11/2022 SKL INVESTMENTS
2018	AVATAR	2/18/2022 CONVEYANCE





City of Starkville, MS

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

FIRST NOTICE OF VIOLATION

Ethel M Etal Brooks
5167 STACEY RD
MEMPHIS, TN 38109

Case No. 23-000314
Issued: July 12, 2023

VIOLATION LOCATION

301 Everglade Ave
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on July 12, 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 July 22, 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: Ethel M Etal Brooks





The photographs below were taken by Officer Alexandra Nash at the 2nd inspection performed by Code Enforcement Officer Alexandra Nash, which was completed on Saturday, July 22, 2023:



Public Hearing notice placed at City Hall, on the property, and mailed by certified mail to the property owner on Wednesday Aug. 2, 2023.

BROOKS ETHEL M ETAL
5167 STACEY RD
MEMPHIS, TN 38109

NOTICE

PARCEL NUMBER: 118J-00-072.00

301 EVERGLADE AVE. STARKVILLE, MS 39759

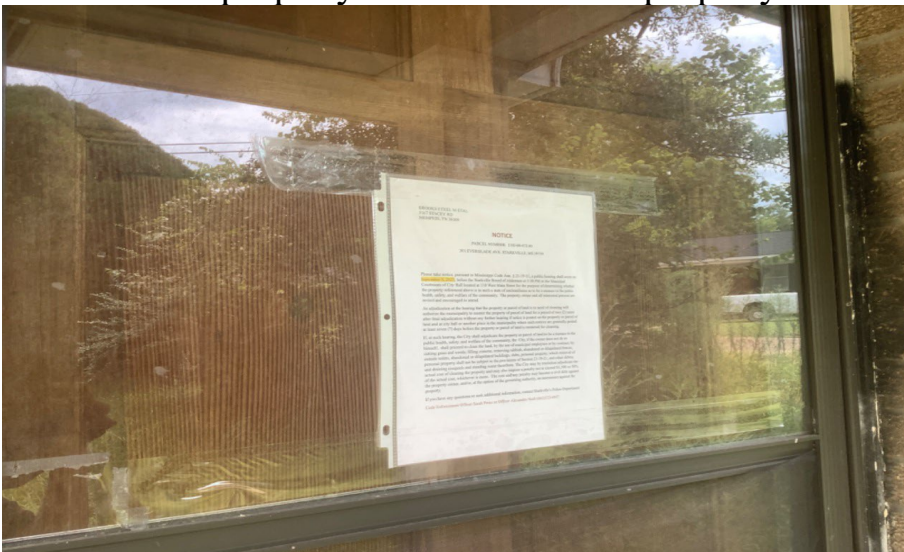
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **September 5, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced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

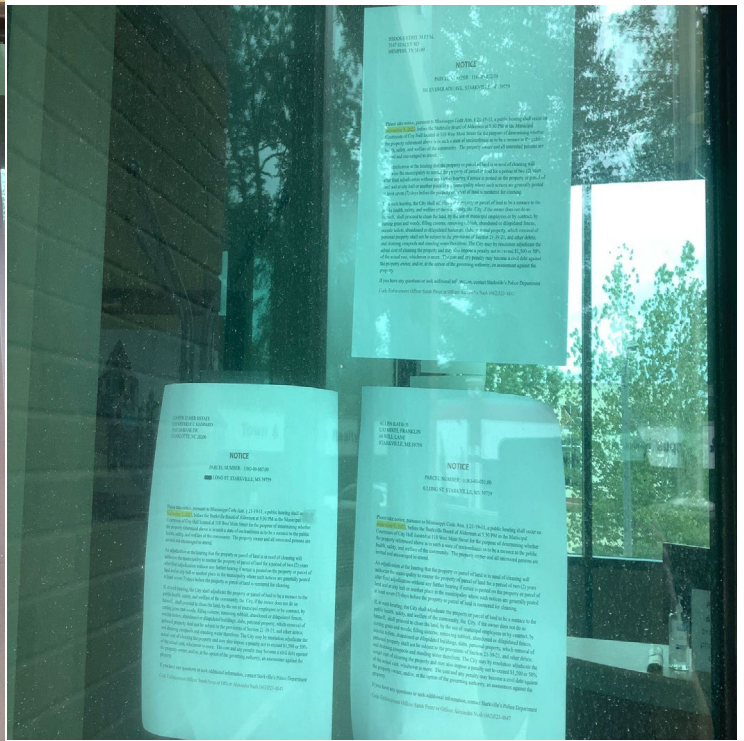
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

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

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

August 2, 2023 the public notice was posted at city hall and on property. Notice was also mailed to the property owner and to the property.





On August 28, 2023 photographs were taken of property at approximately 09:00. The property still has debris and rubbish with no attempts of improvement:





33. PUBLIC HEARING AND CONSIDERATION TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 301 EVERGLADE AVE WITH PARCEL NUMBER 118J-00-072.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN. § 21-19-11.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, offered a motion for the Board of Aldermen to determine the building located at 301 Everglade Ave. Starkville, MS 39759 with parcel number 118J-00-072.00 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, 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.

PUBLIC HEARING AND CONSIDERATION OF VA 23-09: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS FOR STARKVILLE HIGH SCHOOL LOCATED AT 603 YELLOW JACKET DRIVE IN AN S-E ZONING DISTRICT.

City Planner Daniel Havelin presented Variance Request 23-11. On behalf of Starkville Oktibbeha Consolidated School District, the applicant, Thomas Stewart is seeking a variance from stormwater requirements on the campus of Starkville High School. The property is at 603 Yellow Jacket Drive in an S-E zoning district with property #102G-00-045.00. The applicant is currently designing a new classroom and locker room for the Starkville High School softball team. The proposed structure will be approximately 2,400 square feet and situated on the east side of the existing softball field. In order to proceed, the applicant must obtain a site plan and architecture approval since the structure is over 1,000 square feet. During the site plan review, it was determined that stormwater detention was necessary.

The Mayor opened the Public Hearing. The applicant, Thomas Stewart was present and stated that the increase in stormwater is insignificant compared to the runoff from the entire parcel. There were no other comments and the Mayor closed the Public Hearing.

34. PUBLIC HEARING AND CONSIDERATION OF VA 23-09: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS FOR STARKVILLE HIGH SCHOOL LOCATED AT 603 YELLOW JACKET DRIVE IN AN S-E ZONING DISTRICT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver, approving VA 23-09: variance from stormwater requirements for Starkville High School located at 603 Yellow Jacket Drive, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea

Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

PUBLIC HEARING AND CONSIDERATION OF VA 23-11: A REQUEST FOR A VARIANCE FROM SIDEWALK REQUIREMENTS LOCATED AT 100 BRANDON ROAD IN AN S-M ZONING DISTRICT AND TO PAY A FEE IN LIEU OF CONSTRUCTING THE REQUIRED SIDEWALKS ALONG BRANDON ROAD AND CARVER DRIVE.

City Planner Daniel Havelin presented Variance request 23-11. The applicant, Physicians and Surgeons Clinic, is seeking a variance from sidewalk requirements. The property is at 100 Brandon Road in an S-M zoning district with property #118J-00-030.00. In May 2023, the applicant's contractor applied for a building permit for renovations to the existing clinic. Due to the estimated cost of the improvements (\$300,000), as well as those that had been made previously by neighboring units, the requirements of Section 14.11.3 of the Unified Development Code apply. The request is to pay a fee in lieu of constructing the required sidewalks along Brandon Road and Carver Drive. 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 quarterly posted construction bid average price for concrete sidewalks. The total area shall be based on 397 linear feet of sidewalk with a total of 1,985 square feet.

The Mayor opened the Public Hearing. The applicant, Dr. Livingston of Physicians and Surgeons Clinic was present and stated that landscaping and plants would be lost with the requirement of a sidewalk. He stated they were prepared to pay the calculated fee in lieu. There were no other comments and the Mayor closed the Public Hearing.

35. PUBLIC HEARING AND CONSIDERATION OF VA 23-11: A REQUEST FOR A VARIANCE FROM SIDEWALK REQUIREMENTS LOCATED AT 100 BRANDON ROAD IN AN S-M ZONING DISTRICT AND TO PAY A FEE IN LIEU OF CONSTRUCTING THE REQUIRED SIDEWALKS ALONG BRANDON ROAD AND CARVER DRIVE.

Alderman Carver, duly seconded by Alderman Beatty, offered a motion approving VA 23-11: request for a variance from sidewalk requirements with a fee in lieu payment located at 100 Brandon Road. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF VA 23-10: A REQUEST FOR A VARIANCE FROM SETBACK REQUIREMENTS LOCATED AT 204 SOUTH WASHINGTON STREET IN A TN-E ZONING DISTRICT.

City Planner Daniel Havelin presented Variance request 23-10. The applicant, Jeff Hosford, is seeking a variance from setback requirements located at 204 South Washington Street. The property is situated in a TN-E zoning district with property #102A-00-043.00. The applicant is seeking approval to build within the side setback of the property. The previous structure was destroyed by fire in June of 2022.

The applicant is proposing to build a new structure back in the same footprint as the previous structure. The previous structure was classified as non-conforming due to not meeting the current setback requirements. The applicant has provided two separate site plans as part of the building permit application. The dimensions for the property lines, setbacks, and location of adjacent structures differed on both site plans.

After comparing the two site plans and reviewing the boundary description in the warranty deed, it became apparent that determining if the setback requirements are being met would not be possible with the submitted site plans. In Section 6.3.4.B2 for a TN-E zoning district, the side setback for the principal building is a minimum of 5' or infill standards. The applicant is requesting relief from Section 6.3.4.B2 of the Unified Development Code.

The Mayor opened the Public Hearing. The applicant, Jeff Hosford, distributed handouts, which follow this page.

There were no other comments and the Mayor closed the Public Hearing.

36. PUBLIC HEARING AND CONSIDERATION OF VA 23-10: A REQUEST FOR A VARIANCE FROM SETBACK REQUIREMENTS LOCATED AT 204 SOUTH WASHINGTON STREET IN A TN-E ZONING DISTRICT.

Alderman Sistrunk, duly seconded by Alderman Vaughn, offered a motion approving VA 23-10 for a variance from setback requirements located at 204 South Washington Street upon receipt of a legally sufficient stamped survey. The Board voted as follows:

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

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

C&H Properties and Development, LLC

115 A SOUTH LAFAYETTE
STARKVILLE, MISSISSIPPI 39759

PHONE: 662-323-0844

FAX: 662-323-5560

AUGUST 18, 2023

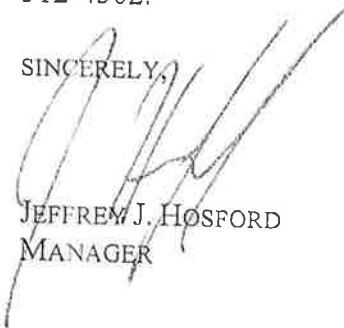
WASHINGTON STREET

RE: 204 SOUTH WASHINGTON
STARKVILLE, MS 39759

Dear Neighbor,

I have attached a copy of the plans for the new house located at 204 S. Washington. At this time, the city has not approved the house in the same foot print as the current house. Therefore, we have filed a request for a variance to allow this. If you have questions please contact me at 662-312-4302.

SINCERELY,



JEFFREY J. HOSFORD
MANAGER



Mississippi Association of Professional Surveyors

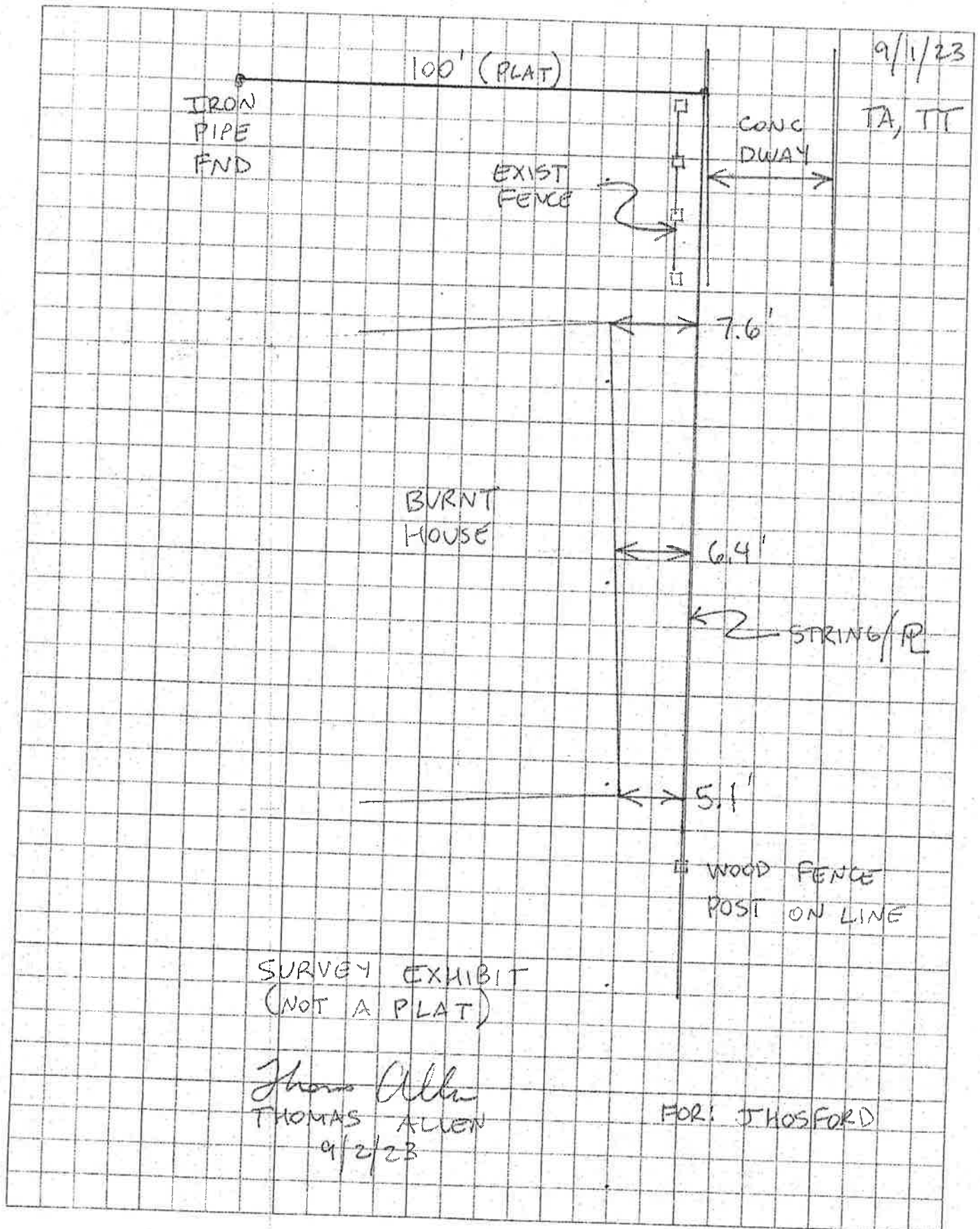
Post Office Box 3549

Brookhaven, Mississippi 39601

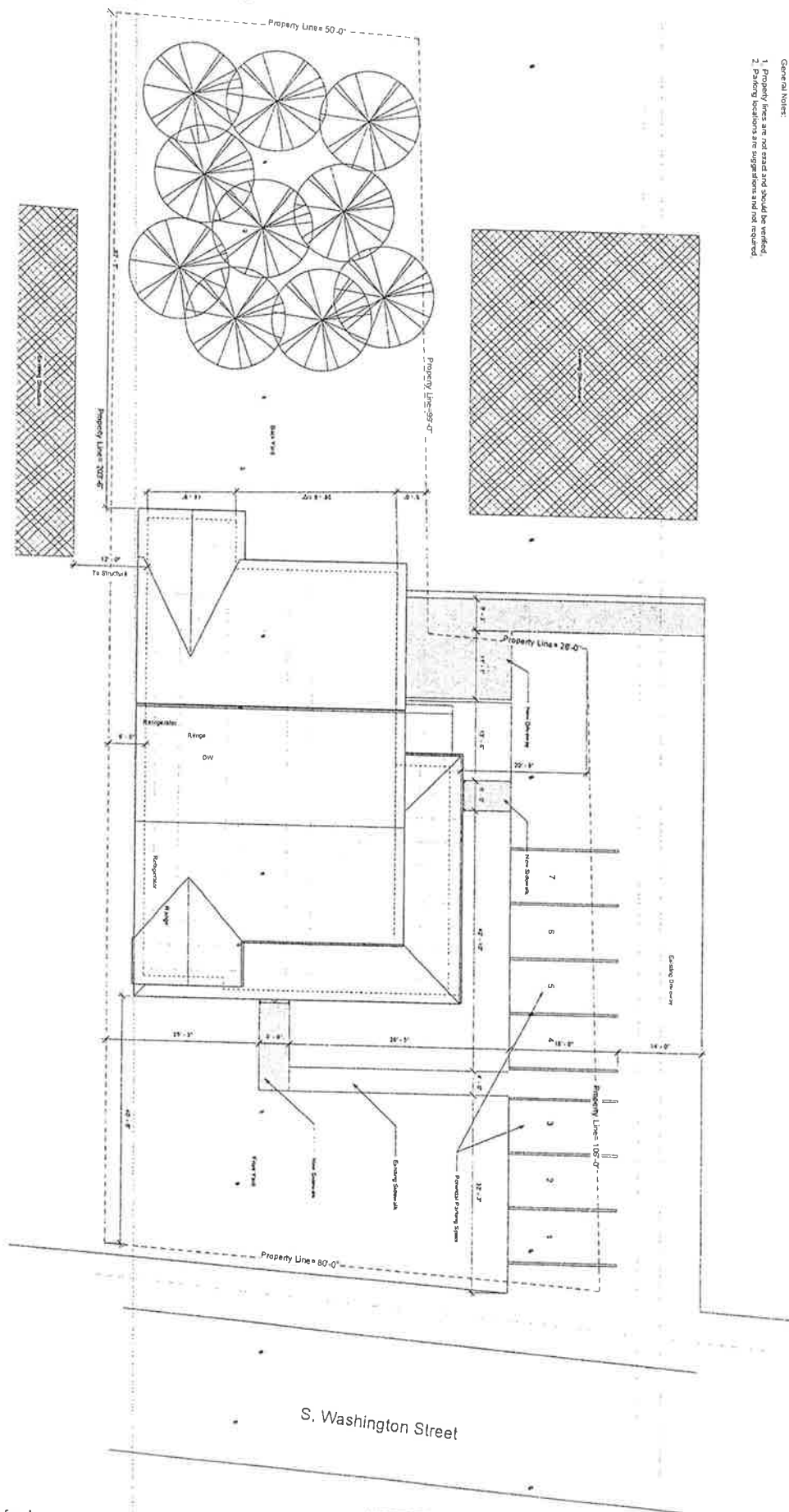
Phone: 601-757-7691

Email: maps4debra@bellsouth.net

Website: www.mississippisurveyor.com



- General Notes:
1. Property lines are not exact and should be verified.
 2. Existing structures are not required.



S. Washington Street

Hosford
Renovation

204 South Washington Street, Starkville,
MS

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/1/11
2	REVISION	10/1/11
3	REVISION	10/1/11
4	REVISION	10/1/11
5	REVISION	10/1/11
6	REVISION	10/1/11
7	REVISION	10/1/11
8	REVISION	10/1/11
9	REVISION	10/1/11
10	REVISION	10/1/11

APPROVAL
X RELEASED FOR CONSTRUCTION

Julian Canfield
662.722.1457
jcanfield@gmail.com
jcanfield@starkville.com
662.296.3183
jcanfield@starkville.com



PROJECT NO. 0223
DATE 07-25-11
DESIGNED BY JAC/JT
CHECKED BY JAC/JT
SHEET TITLE 2nd Floor
SHEET NO. A1

Julian Cattle
662.722.1457
jkcattle@gmail.com
Jasmine Topps
662.396.3103
jasminetopp@gmail.com

Framing Members

- ☒ RELEASED FOR CONSTRUCTION
APPROVAL

[illegible]

All materials, supplies and equipment to be installed as per manufacturer's specifications and any special codes and regulations. Note: Provide proper installation for all plumbing.

1/2" copper water supply and cold water, lake, and whirlpools.

1/2" copper for hot water.

5/8" type "X" fire code drywall on garage walls and ceilings.

Windows are called out by glass size only.

Doors are called out by glass size and components.

Header lights are labeled in bottom of arched trimmers.

Confirm window openings for your local codes requirements and minimum light and ventilation requirements.

Headroom at stairs shall have a minimum clearance of 6' 8" high.

The mechanical and electrical layouts are suggested only. Consult your mechanical and electrical contractors for exact specifications.

Join the rest of the ridge as necessary.

As an example, proper sealing for all electrical appliances, mechanical equipment and whirlpools as per manufacturer's specifications.

As an example, proper sealing for all electrical appliances, mechanical equipment and whirlpools as per manufacturer's specifications.

Typical ceiling lines shown unless noted otherwise on drawings are as follows:

$$1112 = 20 \text{ overhang}$$

overage to provide clearance for windows.

...not where the case exists, it's not evident from the

before

Profitability

Arkville, MS

Renovation
Hostford
 204 South Washington Street,
 Starkville, MS

Garage: 1,105

PROJECT NO	0223
DATE	02-25-73
DRAWN BY	JC/JT
CHECKED BY	JC/JT
Scale	As Shown

AO

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of August 28, 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	\$ 325,099.22
Airport Fund	015	106,673.85
Restricted Airport	016	19,380.38
Sanitation	022	25,223.54
2022 GO Public Improv Bonds	305	153,154.16
2022 Local Improvements Fund	306	422,573.46
American Relief Fund	309	322,793.40
Main Street Improvements	311	5,739.00
Parks Capital Project Fund (2023)	312	149,507.75
Park and Rec Tourism	375	15,000.00
BUILD Grant	377	40,656.66
Park Bonds 2020	380	10,940.08
Economic Dev, Tourism & Conv	630	149,331.38
Stark/Hospital Road Expansion	700	103,505.50
Sub Total Before Utilities		\$ 1,849,578.38
Utilities Dept.	SED	348,831.25
Total Claims	Total	\$ 2,198,409.63

38. MOTION TO RECESS UNTIL SEPTEMBER 19, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to recess the meeting until September 19, 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 19th DAY OF SEPTEMBER, 2023.

D. LYNN SPRUILL, MAYOR

Attest: _____
LESA HARDIN, CITY CLERK