



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

DECEMBER 16, 2014



OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, DECEMBER 16, 2014
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

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

CONSIDERATION OF THE NOVEMBER 18, 2014 MINUTES OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF
STARKVILLE, MS AS REVIEWED BY THE CITY ATTORNEY.
- V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:
- VI. **CITIZEN COMMENTS**
- VII. **PUBLIC APPEARANCES**
- VIII. **PUBLIC HEARING**
- IX. **MAYOR'S BUSINESS**

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF ACQUIRING THE CADENCE BANK PROPERTY AT 301 E. MAIN STREET FOR MUNICIPAL PURPOSES.
- B. DISCUSSION AND CONSIDERATION FOR CORNERSTONE/ PLAQUE TO BE LOCATED ON THE EXTERIOR OF THE NEW MUNICIPAL COMPLEX AND TO ONLY CONTAIN THE NAMES OF THE MAYOR AND BOARD OF ALDERMEN SERVING DURING THE 2013-2017 TERM.
- C. DISCUSSION AND CONSIDERATION OF ACCEPTING A LETTER OF RESIGNATION FROM A MEMBER OF THE STARKVILLE PARK COMMISSION.
- D. DISCUSSION AND CONSIDERATION OF A RESOLUTION AUTHORIZING REIMBURSEMENT TO THE MUNICIPALITY'S GENERAL FUND FOR CERTAIN EXPENDITURES; AND RELATED MATTERS.
- E. DISCUSSION AND CONSIDERATION OF ADVERTISING FOR VACANT SEATS ON STARKVILLE BOARDS AND COMMISSIONS, SPECIFICALLY THE AIRPORT BOARD.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- A. REQUEST APPROVAL FOR MIKE ST LOUIS AND WILLIAM JELLISON TO ATTEND THE BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI WINTER TRAINING EVENT IN VICKSBURG, MISSISSIPPI WITH ADVANCE TRAVEL APPROVED.

- B. REQUEST APPROVAL OF RZ 14-07: REZONING REQUEST BY CAW PROPERTIES TO REZONE 4.06 ACRES +/- LOCATED AT 903 LOUISVILLE STREET FROM R-6 MOBILE HOMES TO R-5 MULTI-FAMILY HIGH DENSITY TO ALLOW FOR THE CONSTRUCTION OF APARTMENTS.
- C. REQUEST APPROVAL OF VA 14-10: DIMENSIONAL VARIANCE REQUESTED BY RAMSEY PARTNERS, LP FOR STREET WIDTH FOR PROPOSED NEW STREET AT SOUTH MONTGOMERY STREET AND SOUTH OF THE NEW CLAIBORNE AT ADELAIDE RETIREMENT COMPLEX. THE REQUESTED 11 FOOT VARIANCE IS TO ALLOW FOR PEDESTRIAN CROSSWALKS BY USING CURB EXTENSIONS.
- D. REQUEST APPROVAL OF CU 14-06: CONDITIONAL USE REQUEST BY PETER'S ROCK TEMPLE TO ADD AN ADDITION TO THE EXISTING CHURCH BUILDING LOCATED AT 223 DR. MARTIN LUTHER KING JR DRIVE WEST.
- E. REQUEST APPROVAL OF CU 14-07: CONDITIONAL USE REQUEST BY THE STARKVILLE SCHOOL DISTRICT TO ALLOW AN ADDITION TO THE EXISTING CAFETERIA AT STARKVILLE HIGH SCHOOL, LOCATED AT 603 YELLOW JACKET DRIVE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC DEPARTMENT

- 1. REQUEST AUTHORIZATION FOR STARKVILLE ELECTRIC DEPARTMENT TO ENTER INTO ENERGY EFFICIENCY DEMONSTRATION PROJECT 2.0 AGREEMENT WITH TVA AS REVISED PER REQUEST FROM MISSISSIPPI STATE UNIVERSITY.
- 2. REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH ENERGY RIGHT SOLUTIONS FOR THE HOME ESCORE PROGRAM – TURNKEY/HYBRID.
- 3. REQUEST AUTHORIZATION FOR STARKVILLE ELECTRIC DEPARTMENT TO ENTER INTO A GREEN POWER

PROVIDERS CONTRACT (TV-48326A, SUPP. NO. 78) WITH TVA. THIS AGREEMENT PROVIDES FOR CHANGES IN METERING AND BILLING REQUIREMENTS ASSOCIATED WITH PARTICIPANTS IN THE GREEN POWER PROVIDERS PROGRAM.

4. REQUEST AUTHORIZATION FOR STARKVILLE ELECTRIC DEPARTMENT TO ENTER INTO AN AGREEMENT WITH VERIZON FOR MOBILE TO MOBILE (M2M) SERVICE NECESSARY FOR STARKVILLE ELECTRIC DEPARTMENT'S AMI SYSTEM AS A PUBLIC UTILITY.
5. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FOR BATTERY AND CHARGER AT STARKVILLE PRIMARY SUBSTATION AND NORTHEAST SUBSTATION.
6. REQUEST AUTHORIZATION FOR STARKVILLE ELECTRIC DEPARTMENT TO ENTER INTO AN AGREEMENT WITH TVA AND SOUTHWIRE TO CONTINUE SOUTHWIRE'S 5 MINUTE RESPONSE INTERRUPTIBLE PROGRAM. SOUTHWIRE'S INITIAL TERM FOR OUR OFFERED 5MR RATE EXPIRED NOVEMBER 2014.

E. ENGINEERING

1. REQUEST APPROVAL OF THE LOW QUOTE FROM APAC TO PERFORM ASPHALT PATCH REPAIRS.
2. REQUEST APPROVAL OF THE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT FOR THE LYNN LANE MULTI-USE PATH AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF DECEMBER 12, 2014 FOR FISCAL YEAR ENDING 9/30/15.
2. REQUEST APPROVAL OF THE NOVEMBER 30, 2014 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.
3. REQUEST APPROVAL OF THE LOW BIDS FOR SOURCE OF SUPPLY FOR THE CITY OF STARKVILLE FOR THE PERIOD

JANUARY 1, 2015 THROUGH DECEMBER 31, 2015.

G. FIRE DEPARTMENT

1. REQUEST APPROVAL OF CHANGES TO THE PROMOTIONAL POLICY FOR THE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE NATHAN D. KNEPP AND PATRICK S. WARNER TO FILL VACANT POSITIONS FOR FIREFIGHTER IN THE FIRE DEPARTMENT.
2. REQUEST APPROVAL OF THE ADVANCEMENT OF APPRENTICE LINEMEN ROBBY GILLILAND AND JOEL MURPHY FROM APPRENTICE LINEMAN LEVEL 1 TO APPRENTICE LINEMAN LEVEL 2 IN THE ELECTRIC DEPARTMENT WITH ANNUAL SALARY OF \$38,000.00 (\$18.27 PER HOUR).
3. REQUEST AUTHORIZATION TO HIRE AN INTERN TO WORK WITH THE ELECTRIC DEPARTMENT DURING SPRING SEMESTER WORKING NO MORE THAN TWENTY (20) HOURS PER WEEK.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL OF ALLOWING CHIEF FRANK NICHOLS TO ATTEND THE NEW CHIEF TRAINING IN RIDGELAND JANUARY 19-22, 2015 WITH ADVANCE TRAVEL APPROVED.

K. PUBLIC SERVICES

1. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH STEWART STAFFORD FOR PRIMARY APPRAISAL SERVICES FOR THE SOUTHWEST STARKVILLE CDBG SEWER PROJECT.
2. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH KEN NIXON FOR REVIEW APPRAISAL SERVICES FOR THE SOUTHWEST

STARKVILLE CDBG SEWER PROJECT.

3. REQUEST APPROVAL TO PURCHASE A REPLACEMENT SHAFT FOR ROTOR #1 AT THE WASTEWATER TREATMENT PLANT FROM THE ORIGINAL EQUIPMENT MANUFACTURER IN THE AMOUNT OF \$5,520.00.
4. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO GROUNDSTONE CONSTRUCTION, THE SUBMITTER OF THE LOWEST QUOTE FOR REPLACING A CONCRETE DRAINAGE STRUCTURE ON OLD WEST POINT ROAD IN THE AMOUNT OF \$8,780.00.
5. REQUEST APPROVAL TO DECLARE ITEMS AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDERS.

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

C. PROPERTY ACQUISITION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JANUARY 6, 2015 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 121 at least forty-eight (48) hours in advance for any services requested.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IV. A.
AGENDA DATE: 12-16-2014
PAGE: 1**

SUBJECT: REQUEST APPROVAL OF THE MINUTES OF THE NOVEMBER 18, 2014 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE BOARD ATTORNEY.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk

AUTHORIZATION HISTORY: N/A

SUGGESTED MOTION: APPROVAL OF THE MINUTES OF THE NOVEMBER 18, 2014 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE BOARD ATTORNEY.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 18, 2014**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on November 18, 2014 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Vice-Mayor Roy A'. Perkins, Aldermen David Little, Jason Walker, and Henry Vaughn, Sr. Alderwoman Lisa Wynn attended the meeting telephonically. Attending the Board were City Attorney Chris Latimer and City Clerk Lesa Hardin.

Mayor Parker Wiseman, Aldermen Ben Carver and Scott Maynard were not present at the meeting.

Vice-Mayor Roy A'. Perkins opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Alderman Little asked to table item XI. E.1 until the December 2, 2014 meeting.

Vice-Mayor Roy A'. Perkins asked for any other comments or revisions to the Official Agenda. There were none.

1. A MOTION TO APPROVE THE OFFICAL AGENDA.

There came for consideration the matter of approving and adopting the November 18, 2014, Official Agenda of the Recess Meeting of the Mayor and Board of Aldermen as presented. Upon the motion of Alderman David Little, duly seconded by Alderman Henry Vaughn, to approve the November 18, 2014, Official Agenda, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried.

**OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI**

RECESS MEETING OF TUESDAY, NOVEMBER 18, 2014
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET
WITH ALDERWOMAN LISA WYNN ATTENDING TELEPHONICALLY

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE OCTOBER 21, 2014 MINUTES OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE CITY ATTORNEY.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A 1ST PUBLIC HEARING ON POTENTIAL CHANGES TO THE ANIMAL CONTROL ORDINANCE AS RECOMMENDED BY THE CEMETARY COMMITTEE AND REVISED BY THE CITY ATTORNEY.

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

A. REQUEST APPROVAL OF A SPECIAL EVENTS PERMIT WITH IN KIND SERVICES FOR THE STARKVILLE CHRISTMAS PARADE AND TREE LIGHTING CEREMONY TO BE HELD AT 6:00 PM ON DECEMBER 1, 2014.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC DEPARTMENT

1. REQUEST APPROVAL TO ADVERTISE THE SOURCE OF SUPPLY SPECIFICATION FOR STARKVILLE ELECTRIC DEPARTMENT.

E. ENGINEERING

1. REQUEST APPROVAL OF THE LOW QUOTE FROM JCV CONSTRUCTION, INC. IN THE AMOUNT OF \$15,900.00 FOR THE LAFAYETTE STREET SIDEWALK AND ALLEY IMPROVEMENTS AND AUTHORIZATION FOR THE MAYOR TO PROCEED WITH EXECUTING A CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$10,000.00.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF NOVEMBER 14, 2014 FOR FISCAL YEAR ENDING 9/30/15.
2. REQUEST APPROVAL OF THE OCTOBER 31, 2014 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST APPROVAL TO ADVERTISE FOR CERTIFIED POLICE OFFICERS.
2. REQUEST APPROVAL TO ADVERTISE FOR MAINTENANCE WORKER IN THE STREET DEPARTMENT.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. PUBLIC SERVICES

1. REQUEST APPROVAL OF AN AGREEMENT WITH INNOVATIVE WATER SUPPLY AS REVIEWED BY THE CITY ATTORNEY.

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. ADJOURN UNTIL DECEMBER 2, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 121 at least forty-eight (48) hours in advance for any services requested.

2. CONSIDERATION OF THE OCTOBER 21, 2014 MINUTES OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE CITY ATTORNEY.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, to approve the October 21, 2014 minutes of the Mayor and Board of Aldermen of the City of Starkville, MS as reviewed by the City Attorney, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Vice-Mayor Perkins recognized Buddy Sanders, Community Development Director. Mr. Sanders presented a plaque recently presented to the City of Starkville as recipient of the 2014 Best Project Award from the Mississippi Planning Association for the Mill Development Project.

Vice-Mayor Perkins then recognized Emma Gandy, Director of Sanitation and Environmental Services. Ms. Gandy reminded the public that the 40 day debris fee waiver would end November 22. The landfill will be open Saturday, November 22 from 8 am till noon.

BOARD COMMENTS: There were no comments by any Board Members.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked if additional lighting could be added at the Sportsplex and Avalon Apts.

Jerome Nettles works at ERA Realty on Meigs Street. Has been informed Meigs and Washington Streets are to be closed soon during construction of the new City Hall. He asked Board to think of ways to avoid this closure in that he feels it will be detrimental to his business.

Calvin Davis reported a trailer of sound equipment stolen from the Sportsplex. The Aldermen encouraged him to speak to the Park Commission.

PUBLIC HEARING:

A 1ST PUBLIC HEARING ON POTENTIAL CHANGES TO THE ANIMAL CONTROL ORDINANCE AS RECOMMENDED BY THE CEMETARY COMMITTEE AND REVISED BY THE CITY ATTORNEY.

A 1st Public Hearing was held on the potential changes to the Animal Control Ordinance to reflect the disallowance of animals other than service animals in City Cemeteries as recommended by the Cemetery Committee. There being no Aldermen comments, the Vice-Mayor asked for any public comments.

Alvin Turner, Ward 7, commented that a cemetery is a final resting place and should be respected.

Leslie Mona, expressed concern with banning animals in that she and her husband walk a good bit and felt there were few safe options to walk. She asked if it might be possible to educate citizens first before passing a complete ban of animals. She also inquired as to additional receptacles and trash cans.

Alderman Walker agreed that additional receptacles are needed and that trash cans and receptacles have been ordered and should be delivered soon.

After asking for additional comments and there being none, the Vice-Mayor declared the Public Hearing closed.

3. REQUEST APPROVAL OF A SPECIAL EVENTS PERMIT WITH IN KIND SERVICES FOR THE STARKVILLE CHRISTMAS PARADE AND TREE LIGHTING CEREMONY TO BE HELD AT 6:00 PM ON DECEMBER 1, 2014.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, to approve a special events permit with in kind services estimated at \$3,847.00 for the Starkville Christmas Parade and Tree Lighting Ceremony to be held at 6:00 PM on December 1, 2014, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried.

4. REQUEST APPROVAL TO ADVERTISE THE SOURCE OF SUPPLY SPECIFICATION FOR STARKVILLE ELECTRIC DEPARTMENT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, to approve the advertising of the source of supply specification for the Starkville Electric Dept. for the period of January 1, 2015 through June 30, 2015, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried.

5. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF NOVEMBER 14, 2014 FOR FISCAL YEAR ENDING 9/30/15.

Upon the motion of Alderman Little to move approval of the City of Starkville Claims Docket for all departments as of November 14, 2014 for fiscal year ending 9/30/15, duly seconded by Alderman Walker, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried

General Fund	001	\$ 305,374.45
Restricted Police Fund	002	137.87
Airport Fund	015	22,727.05
Sanitation	022	183,279.32
Landfill	023	4,672.58
Computer Assessments	107	6,879.00
Parking Garage Project	311	21,000.00
Park & Rec Tourism	375	756.43
Water/Sewer	400	325,487.14
Trust & Agency	610	24,769.00
Economic Dev, Tourism & Convention Bureau	630	82,306.96
Sub Total Before SED		\$ 977,389.80
Electric Dept	SED	\$ 889,147.59
Total Claims	Total	\$1,866,537.39

6. REQUEST APPROVAL OF THE OCTOBER 31, 2014 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, to approve the October 31, 2014 financial statements of the City of Starkville, MS, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried

7. REQUEST APPROVAL TO ADVERTISE FOR CERTIFIED POLICE OFFICERS.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, to approve the advertising for Certified Police Officers to fill two vacant positions in the Police Department, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried

8. REQUEST APPROVAL TO ADVERTISE FOR MAINTENANCE WORKER IN THE STREET DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, to approve the advertising to fill a vacant position of Maintenance Worker in the Street Department, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried

9. REQUEST APPROVAL OF AN AGREEMENT WITH INNOVATIVE WATER SUPPLY AS REVIEWED BY THE CITY ATTORNEY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, to authorize the Mayor to execute a water purchase agreement with Innovative Water Supply (IREC CPP MISS ST., LLC) as reviewed by the City Attorney, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried

10. MOTION TO ADJOURN UNTIL DECEMBER 2, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until December 2, 2014 @ 5:30 at 101 E. Lampkin Street in the City Hall Courtroom, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea

Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: (Presiding as Vice-Mayor)
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Vice-Mayor declared the motion carried

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

SIGNED AND SEALED THIS THE _____ DAY OF _____, 2014.

Attest:

LESA HARDIN, CITY CLERK

PARKER WISEMAN, MAYOR



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12-2-2014
PAGE: 1

SUBJECT: DISCUSSION AND CONSIDERATION OF ACQUIRING THE CADENCE BANK PROPERTY AT 301 E. MAIN STREET FOR MUNICIPAL PURPOSES.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman Scott Maynard

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: MOVE APPROVAL OF ACQUIRING THE CADENCE BANK PROPERTY AT 301 E. MAIN STREET FOR MUNICIPAL PURPOSES.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12-2-2014
PAGE: 1

SUBJECT: CONSIDERATION AND APPROVAL FOR CORNERSTONE/PLAQUE TO BE LOCATED ON THE EXTERIOR OF THE NEW MUNICIPAL COMPLEX AND TO ONLY CONTAIN THE NAMES OF THE MAYOR AND BOARD OF ALDERMEN SERVING DURING THE 2013-2017 TERM.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman Lisa Wynn

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: MOVE APPROVAL FOR CORNERSTONE/PLAQUE TO BE LOCATED ON THE EXTERIOR OF THE NEW MUNICIPAL COMPLEX AND TO ONLY CONTAIN THE NAMES OF THE MAYOR AND BOARD OF ALDERMEN SERVING DURING THE 2013-2017 TERM.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12-2-2014
PAGE: 1

SUBJECT: DISCUSSION AND CONSIDERATION OF ACCEPTING A LETTER OF RESIGNATION FROM A MEMBER OF THE STARKVILLE PARK COMMISSION.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman Scott Maynard

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: MOVE APPROVAL OF ACCEPTING A LETTER OF RESIGNATION FROM A MEMBER OF THE STARKVILLE PARK COMMISSION.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12-2-2014
PAGE: 1

SUBJECT: DISCUSSION AND CONSIDERATION OF A RESOLUTION AUTHORIZING REIMBURSEMENT TO THE MUNICIPALITY'S GENERAL FUND FOR CERTAIN EXPENDITURES; AND RELATED MATTERS.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman Scott Maynard

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: MOVE APPROVAL OF A RESOLUTION AUTHORIZING REIMBURSEMENT TO THE MUNICIPALITY'S GENERAL FUND FOR CERTAIN EXPENDITURES; AND RELATED MATTERS.

RESOLUTION AUTHORIZING REIMBURSEMENT TO THE
MUNICIPALITY'S GENERAL FUND FOR CERTAIN EXPENDITURES;
AND RELATED MATTERS.

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

1. The Municipality desires to issue Tax Increment Finance Bonds (the "Bonds") in the maximum principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000) for the purpose of providing funds which will be used to pay the cost of construction of various public infrastructure improvements in connection with the Project (as described below), including, but not limited to, construction of a conference/meeting center, hotel, public and private parking facilities, installation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees (the "Authorized Purpose").

2. The Municipality desires to go forward with preparation for the issuance of the Bonds for the Authorized Purpose to provide moneys for infrastructure for the tax increment finance district described in Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, As Amended and Restated, 2014 (the "TIF Plan") which describes the Cottonmill Project (the "Project") and the TIF District (the "TIF District").

3. The Municipality reasonably expects that it will incur expenditures for the Authorized Purpose prior to the issuance of the Bonds, and that it should declare its official intent to reimburse expenditures made in anticipation of the issuance of the Bonds.

NOW, THEREFORE, be it resolved by the Governing Body, acting for and on behalf of the Municipality, as follows:

SECTION 1. The Governing Body hereby declares its intention to issue the Bonds in the maximum principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000) to raise money for the Authorized Purpose. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations. The Bonds will be secured solely by a pledge of the increased ad valorem taxes and/or sales tax rebates generated within the proposed TIF District.

SECTION 2. The Municipality is hereby authorized to proceed with the preparation for the issuance of the Bonds in accordance with this resolution and such other resolutions previously and subsequently adopted concerning this matter. The issuance, details and actual

principal amount of the Bonds is subject to satisfactory agreements and the development of the Project.

SECTION 3. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds.

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

Alderman Ben Carver	Voted: _____
Alderman David Little	Voted: _____
Alderman Scott Maynard	Voted: _____
Alderman Roy A' Perkins	Voted: _____
Alderman Henry N. Vaughn, Sr.	Voted: _____
Alderman Jason Walker	Voted: _____
Alderman Lisa Wynn	Voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 18th day of November, 2014.

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.a
AGENDA DATE: 12/16/2014
PAGE: 1 of**

SUBJECT: Advance travel request for Mike St Louis and William Jellison to attend the Building Officials Association of Mississippi Winter Training Event in Vicksburg, Mississippi.

January 14th – 16th, 2015

AMOUNT & SOURCE OF FUNDING: Budgeted training expense:

Hotel:	\$474.00
Meals:	\$300.00
Registration:	<u>\$200.00</u>
Total Cost:	\$974.00

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders @ (662) 323-2525, Ext. 119

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION:

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME:	Mike St Louis
DATE:	12/10/2014
DEPARTMENT:	Community Development
FUND:	001-281-690-553 Training
PURPOSE OF TRIP:	Training

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$	150. ⁰⁰
TRAVEL (POV): \$	
TRAVEL (COV): \$	
HOTEL: \$	237. ⁰⁰
Registration:	100. ⁰⁰
TOTAL	\$ 487. ⁰⁰

Buddy Sanders

EMPLOYEE SIGNATURE

Board of Aldermen Approval Req.

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
1/13/2015	—	—	23. ⁰⁰	—	\$ 23. ⁰⁰
1/14/2015	Per Diem	Per Diem	Per Diem	Per Diem	\$ 46. ⁰⁰
1/15/2015	Per Diem	Provided at Training Event	Per Diem	Per Diem	\$ 46. ⁰⁰ 11.00 35. ⁰⁰
1/16/2015	Per Diem	Per Diem	Per Diem	Per Diem	\$ 46. ⁰⁰
TOTAL:	\$	\$	\$	\$	\$ 150. ⁰⁰

MILEAGE TRAVELED — City Car —

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
					\$
					\$
TOTAL:					\$



Building Officials Association Of Mississippi

EVENT APPLICATION

Please complete this form and mail it, along with your check to the Treasurer at the address shown below. This form may be used for new members or renewals.

Name: Mike St Louis Date: 12/10/2014
Position: Building Inspector
Jurisdiction / Employer: City of Starkville
Address: 101 East Lampkin Street
City: Starkville ST: MS Zip Code: 39759
Telephone: 662-325-2525 Fax: _____ Mobile: _____
Email address: m.stlouis@cityofstarkville.ms Website: _____

I have attached a check in the amount of \$ 100.00 to include the following:

2015 BOAM Winter Conference and Training Event
January 14-16, 2015

Lodging and Class Location: RiverWalk Casino and Hotel

1046 Warrenton Rd. Vicksburg, MS 39180

Phone (601) 634-0100 Fax (601) 802-3200

Rate \$79.00 per night + 10% Tax

Group code: BOAM15

Please make check payable to: **Building Officials Association of Mississippi**
Mail to: Randy Williams
365 Loshier St. Ste. 200
Hernando, MS 38623

For additional information contact: Brian Grissom, or visit the BOAM website.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME:	William Tellison
DATE:	12/10/2014
DEPARTMENT:	Community Development
FUND:	001-281-690-533 Training
PURPOSE OF TRIP:	Training

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$	150. ⁰⁰
TRAVEL (POV): \$	
TRAVEL (COV): \$	
HOTEL: \$	237. ⁰⁰
Registration:	100. ⁰⁰
TOTAL	\$487. ⁰⁰

Ruddy Sanders

EMPLOYEE SIGNATURE

Board of Aldermen Approval Req.

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
1/13/2015	—	—	23 ⁰⁰	—	\$ 23 ⁰⁰
1/14/2015	Per Diem	Per Diem	Per Diem	Per Diem	\$ 46 ⁰⁰
1/15/2015	Per Diem	Provided at Travelling Event	Per Diem	Per Diem	\$ 46 ⁰⁰ 35⁰⁰
1/16/2015	Per Diem	Per Diem	Per Diem	Per Diem	\$ 46 ⁰⁰
TOTAL:	\$	\$	\$	\$	\$ 150 ⁰⁰

MILEAGE TRAVELED

— City Car —

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
					\$
					\$
TOTAL:					\$



Building Officials Association Of Mississippi

EVENT APPLICATION

Please complete this form and mail it, along with your check to the Treasurer at the address shown below. This form may be used for new members or renewals.

Name: William Tellison Date: 12/10/2014
Position: Building Inspector
Jurisdiction / Employer: City of Starkville
Address: 101 East Lampkin Street
City: Starkville ST: MS Zip Code: 39759
Telephone: 662-323-8012 Fax: _____ Mobile: _____
Email address: bjtellison@cityofstarkville.org Website: _____

I have attached a check in the amount of \$ 100.00 to include the following:

2015 BOAM Winter Conference and Training Event
January 14-16, 2015

Lodging and Class Location: RiverWalk Casino and Hotel

1046 Warrenton Rd. Vicksburg, MS 39180

Phone (601) 634-0100 Fax (601) 802-3200

Rate \$79.00 per night + 10% Tax

Group code: BOAM15

Please make check payable to:

Mail to:

Building Officials Association of Mississippi

Randy Williams

365 Loshier St. Ste. 200

Hernando, MS 38623

For additional information contact Brian Grissom, or visit the BOAM website.

Special Thanks to our Sponsors!!!

Platinum

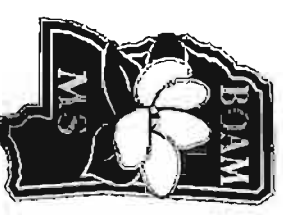


Building Officials Association of Mississippi

Winter Training Event

January 14-16, 2015

**RiverWalk Casino & Hotel
1046 Warrenton Rd.
Vicksburg, MS 39180
Group Code: BOAM15**



Wednesday, Jan. 14

7:00-8:00 am Sign in
8:00-8:15 Invocation and Pledge of Allegiance
8:15-9:45 TBD
9:45-10:00 Break
10:00-11:45 Gary Brewer: Elevator law and inspection
11:45-1:00 Lunch (on your own)
1:00-2:00 Jenny Wilkinson: MS Board of Architecture
2:00-3:00 Stephanie Lee: MS Board of Contractors
3:00-3:15 Break
3:15-4:30 Lavisa Glass: American Insulation
4:30-5:00 Closing remarks and adjourn

Friday, Jan. 16

8:00-08:10 Invocation and Pledge of Allegiance
8:10-9:00 Mel Crosgrove: ICC updates
9:00-10:30 Business meeting, Closing remarks & Adjourn

Notes:

Thursday, Jan. 15

7:00-8:00 am Sign in
8:00-8:15 Invocation and Pledge of Allegiance
8:15-9:45 Chad Moore and Wally Majors: Complying
9:45-10:00 With ASHRAE Standard 90.1-2010
10:00-11:45 Break
11:45-1:00 Chad Moore and Wally Majors: Complying
1:00-2:30 With ASHRAE Standard 90.1-2010
2:30-2:45 Lunch provided by MDA
2:45-4:30 Chad Moore and Wally Majors: Complying
4:30-5:00 With ASHRAE Standard 90.1-2010
Closing remarks and adjourn

Thank you for attending and have a safe trip home.

President - Hank Rogers, City of D'Iberville
Vice President - Ken Sharp, City of Vicksburg
Secretary- Brian Grissom, City of Salttillo
Treasurer - Randy Williams, Desoto County

DIRECTORS:

1 year: Bennie Epps, City of Olive Branch
2 year: Theresa Hydrick, Harrison County
Michael Prestage, City of Flowood Randy Barber, City of Oxford



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.b
AGENDA DATE: 12/16/2014
PAGE: 1 of**

SUBJECT: RZ 14-07: Rezoning request by CAW Properties to rezone 4.06 acres +/- located at 903 Louisville Street from R-6 Mobile Homes to R-5 Multi-Family High Density to allow for the construction of apartments.

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders @ (662) 323-2525, Ext. 119

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: At the October 14, 2014 Planning and Zoning Commission meeting the Commission voted unanimously to approve the subject rezoning with conditions:

- 1.) If the property were to be rezoned R-5, a buffer yard would be required per Landscape Ordinance Section 8, buffer yard and screening of high density residential and neighborhood commercial uses.
- 2.) Access to drainage ditch by means of a gate for city services to maintain drainage ditch.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION: A legal ad was published, letter mailed and a sign was posted at least fifteen days prior to the subject Board of Aldermen meeting.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 136)
CC: Clay Weeks with CAW Properties, Applicant
SUBJECT: RZ 14-07: Rezoning request for parcel located at 903 ½ Louisville Street. 118H-00-042.00
DATE: October 14, 2014

The purpose of this report is to provide information regarding the request of Clay Weeks of CAW Properties to rezone their property from R-6 Mobile Homes/ MHP/ MHS to R-5 Multi-Family High Density. The applicant is seeking to Rezone a +/- 4.06 acre parcel formerly used as a mobile home park to allow for the construction of multifamily apartment buildings. The parcel is located directly south of Starkville High School accessed from an easement to the west connecting to Louisville Street. Please see attachments 1-7.

BACKGROUND INFORMATION

The earliest zoning map (1960's-1970's Map) that staff has available illustrates the subject property as being T-P Trailer Park to R-5 Multi-Family, High-Density. The 1982 zoning map list the subject properties as being zoned R-6, which is the current zoning district today.

Zoning Change Subject Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 map	Current Map
102G-00-167.00	T-P	R-6	R-6	R-6
Zoning Change Adjacent Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 map	Current Map
North	R-1	R-1	R-1	R-1
East	R-1	R-1	R-1	R-1
South	R-1	C-1	C-1	C-1
West	R-1	C-1	C-1	C-1

Zoning Change Subject Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 map	Current Map
102G-00-167.00	T-P	R-6	R-6	R-6
Zoning Change Adjacent Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 map	Current Map
North	R-1	R-1	R-1	R-1
East	R-1	R-1	R-1	R-1
South	R-1	C-1	C-1	C-1
West	R-1	C-1	C-1	C-1
Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	R-1	Starkville High School		
East	R-1	Starkville High School		
South	C-1	Vacant/Undeveloped		
West	C-1	Commercial/Residential		

NOTIFICATION

10 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on Monday the 29th of September 2014 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone call against this request.

REZONING REQUEST

The subject rezoning requests are from R-6 Mobile Homes/ MHP/ MHS to R-5 Multi-Family High Density. Differences between R-6 and R-5 zones are:

Current Zoning District

R-6 Residential zoning regulations

These [R-6 residential (mobile homes)] districts are intended to be comprised mainly of mobile homes, mobile home parks, and mobile home subdivision, along with appropriate neighborhood supporting facilities. The character of this district is protected by requiring that certain yard and area standards be met. [The following regulations apply to R-6 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as an exception.
3. Required lot area and width, yards, building areas and heights for mobile home parks and subdivisions and individual mobile homes on platted lots:
 - a. The parcel of land to be used for a mobile home park or subdivision shall have a minimum lot area of five acres. The minimum width of the lot at the building line shall be 300 feet. The minimum yard depths for the Mobile Home Park or subdivision shall be: Front, 30 feet; side and rear, 15 feet each. This yard space may not be used for parking nor shall it constitute the

yard requirements for any individual mobile home. The height of all structures in the trailer park shall be limited to one story or 12 feet.

- b. The individual mobile home lot shall have a minimum lot area of 5,000 square feet and shall not be less than 40 feet in width at the building line. The minimum yard requirements for the mobile home lot shall be: Front, 20 feet; rear, 15 feet; sides, five feet. This yard space may be used for parking of the residents' vehicles, but shall not constitute any of the yard requirements for the Mobile Home Park or subdivision. Private accessory structures, such as sheds, must be within the building area defined for each lot. Structures shall not cover more than 35 percent of the total building area.
- c. All mobile homes permitted by this ordinance shall meet the following guidelines:
 - i. Shall be secured on a permanent foundation with tiedowns;
 - ii. Shall be provided with a skirt of material comparable to exterior of the structure and shall be placed on the site in a manner compatible with adjacent sites; and
 - iii. Shall be in conformance with codes adopted by the City of Starkville.
4. Off-street parking requirements: Two parking spaces shall be provided for each mobile home. See article VIII of this ordinance for requirements for other uses.

Proposed Zoning District

R-5 Residential zoning regulations

These [R-5 residential] districts are intended to be composed mainly of multifamily dwellings, although a wide range of dwelling types is also permitted. Mobile homes, mobile home parks, and mobile home subdivisions are also permitted under certain special conditions. Appropriate supporting facilities to accommodate higher density multifamily districts are permitted and the character of this residential district is protected by requiring certain yard and area standards to be met. [The following regulations apply to R-5 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a. Minimum lot area, per unit: 1,800 square feet.
 - b. Minimum lot width at building line:
 - Single-family and multifamily dwelling of less than eight units: 50 feet.
 - Townhouse dwelling: 16 feet.
 - Multifamily dwellings of eight units or more: 100 feet.
 - c. Minimum depth of front yard: 25 feet.
 - d. Minimum width of side yard: Five feet.
 - e. Minimum depth of rear yard: 20 feet.
 - f. Maximum height of structure: 45 feet.

Mobile homes on individual lots shall comply with the provisions of article VII, section E. Mobile home parks and mobile home subdivisions shall comply with provisions of article VII, section H.

4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

STATE REZONING CRITERIA

Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - There are no errors in need of correction with either the ordinance or zoning map.
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

With recent construction and rezoning in the area around the subject parcel, a change in conditions exist. The rezoning cases below highlights some of the parcels recently rezoned in the area:

- RZ 14-02: Cottages at Starkville Station, LLC Rezoning from R-5 to R-4A at the end of RV Way.
- RZ 14-03: Sonic Rezoning from R-3 to B-1 at 711 Vine Street
- RZ 13-14 Garden Properties, LLC Rezoning from R-1 to R-3A near the intersection of yellow Jacket Drive and Eckford Drive.

REQUIRED CONDITIONS

1. If the property were to be rezoned R-5, a Buffer Yard would be required per Landscape Ordinance Section 8 Buffer yard and screening of high density residential and neighborhood commercial uses.
2. Access to drainage ditch by means of a gate for city services to maintain drainage ditch.

Attachment 1
RZ 14-07 Aerial



Source: Esri, DigitalGlobe, GeoEye, IGN, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

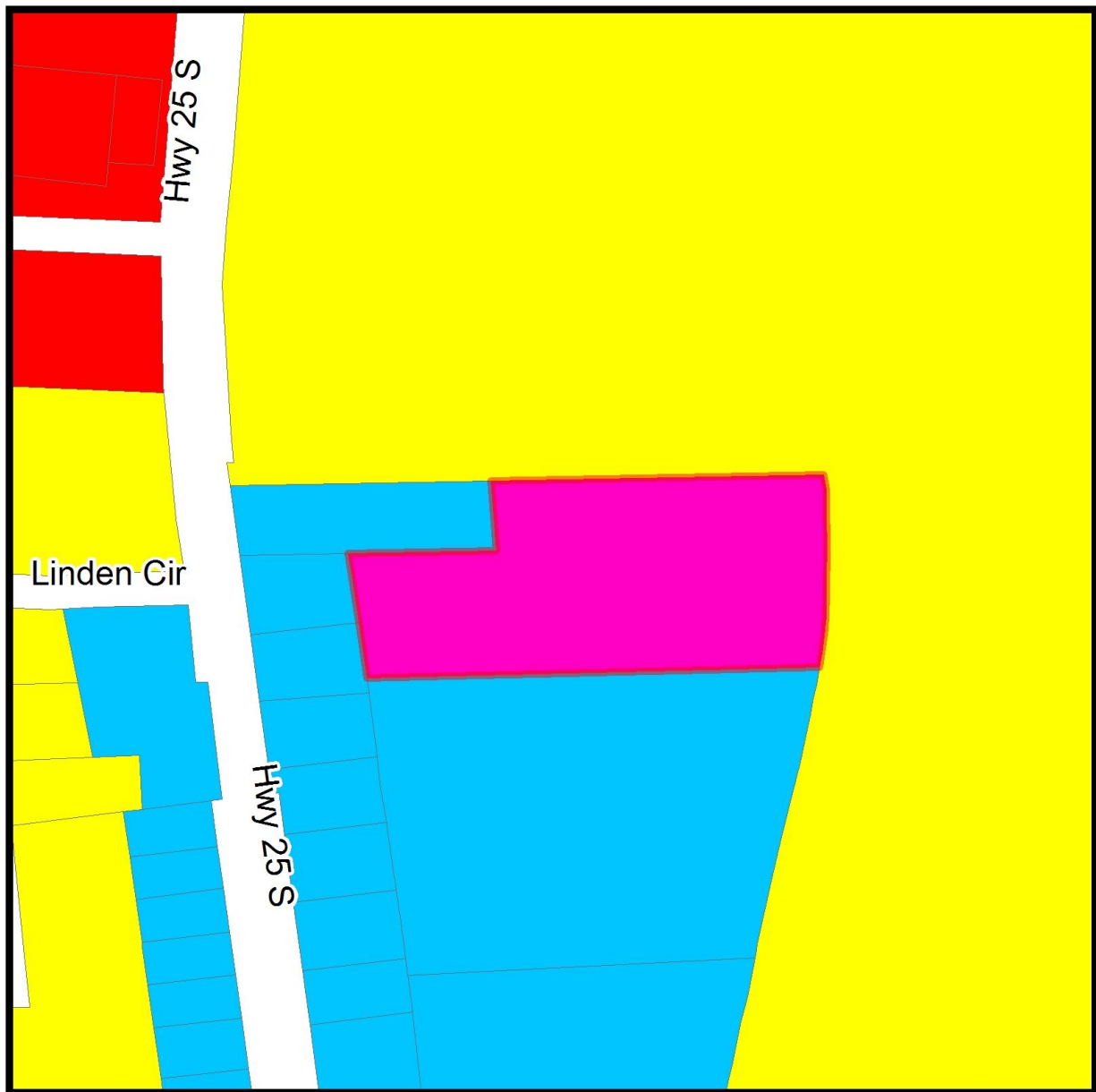
Legend

 Subject Property



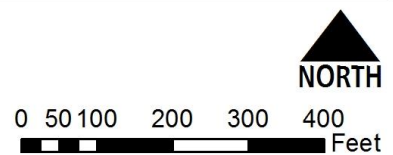
0 50 100 200 300 400
Feet

Attachment 2
RZ 14-07 Zoning



Legend

-  Subject Property
-  C-1 Neighborhood Commercial
-  C-2 General Business
-  R-1 Single Family
-  R-6 Mobile Homes/MHP/MHS



Attachment 3



View looking east into the property

Attachment 4



View looking north toward Starkville High School

Attachment 5



View looking east across Louisville Street

Attachment 6



View looking east at entrance drive into property from across Louisville Street.

Attachment 7

October 6, 2014

Buddy Sanders

City Planner

101 East Lampkin Street

Starkville, MS 39759

RE: CAW Properties LLC/903 Louisville Street/Case #RZ 14-07

Improvement Project

Dear Mr. Sanders:

Please accept this letter as our request to have our property at 903 Louisville Street in Starkville, MS rezoned from R-6 to R-5. The property has been used as a mobile home for park for several years. We are in the process of removing all of the mobile homes and would like to build apartments on the property. The current streets are gravel. We will be paving the streets and our plans are to make it a gated property.

We are requesting the following change in conditions: Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Some recent Re-zonings near our property - within the past year are:

RZ 14-02: Cottages at Starkville Station, LLC Rezoning from R-5 to R-4A at the end of RV Way.

RZ 14-03: Sonic Rezoning from R-3 to B-1 at 711 Vine Street

RZ 13-14 Garden Properties, LLC Rezoning from R-1 to R-3A near the intersection of yellow Jacket Drive and Eckford Drive.

We would appreciate your assistance in this matter. Please let me know if you need additional information.

Sincerely,

Clay H Weeks

CAW Properties LLC

601-624-1240



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.c
AGENDA DATE: 12/16/2014
PAGE: 1 of**

SUBJECT: VA 14-10: Dimensional variance requested by Ramsey Partners, LP for street width for proposed new street at South Montgomery Street and south of the new Claiborne at Adelaide retirement complex. The requested 11 foot variance is allow for pedestrian crosswalks by using curb extensions.

Requirement back to curb back to curb:	31 feet
Proposed distance back to curb to back to curb:	20 feet
Variance request back to curb to back to curb:	11 feet

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders @ (662) 323-2525, Ext. 119

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: At the December 10, 2014 Board of Adjustments and Appeals meeting the BOAA members voted unanimously to approve the subject Variance.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION:

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Board of Adjustments & Appeals
FROM: Daniel Havelin (662-323-2525 ext. 136)
SUBJECT: VA 14-10-Project Foy, Dimensional Variance for street width, South Montgomery Street, Zoned B-1, Ward 3, South road to The Claiborne at Adelaide, Applicant: Neel Schaffer Inc. on the behalf of Ramsey Partners
DATE: December 10, 2014

AREA:

The subject property is located on the west side of South Montgomery between Turnberry Lane and Fairway Drive.

PROPOSED USE & BACKGROUND:

The applicant is seeking relief of the dimensional requirements for street width. The proposed street has a back of curb to face of curb dimension of 35' which is greater than the required 31'. The request is to address the sections of the proposed road at intersection where the road width decreases to 20' (face of curb to face of curb) to allow for pedestrian crosswalks by using curb extensions. The curb extensions are designed to reduce the amount of time and distance it takes a pedestrian to cross the street. Curb extensions are recommended by the National Association of City Transportation Officials (NACTO). The NACTO Urban Street Design Guide was recently adopted by the Board of Aldermen on December 2, 2014.

Please see Attachments 1-3.

VARIANCE REQUESTS:

ARTICLE IV. - STREET SPECIFICATIONS—MINIMUM GENERAL SPECIFICATIONS FOR CONSTRUCTION OF STREETS

Sec. 98-83. - Paving and street construction.

2) Street widths:

- a. Major streets—49 feet back of curb to back of curb.
- b. Collector street—41 feet back of curb to back of curb.
- c. Minor streets—31 feet back of curb to back of curb.

VARIANCE REQUEST REQUIREMENTS:

Appendix A, Article VI, Section K outlines four conditions a Variance request needs to meet:

To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the board of adjustments and appeals unless and until a written application for a variance shall be submitted, demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
3. That the special conditions and circumstances have not resulted from the actions of the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the board of adjustments and appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

STAFF RECOMMENDATION:

Should the Board of Adjustment and Appeals approve the Variance requests by Neel Schaffer, the following condition is recommended:

1. No conditions

Attachment 1
VA 14-10 Aerial

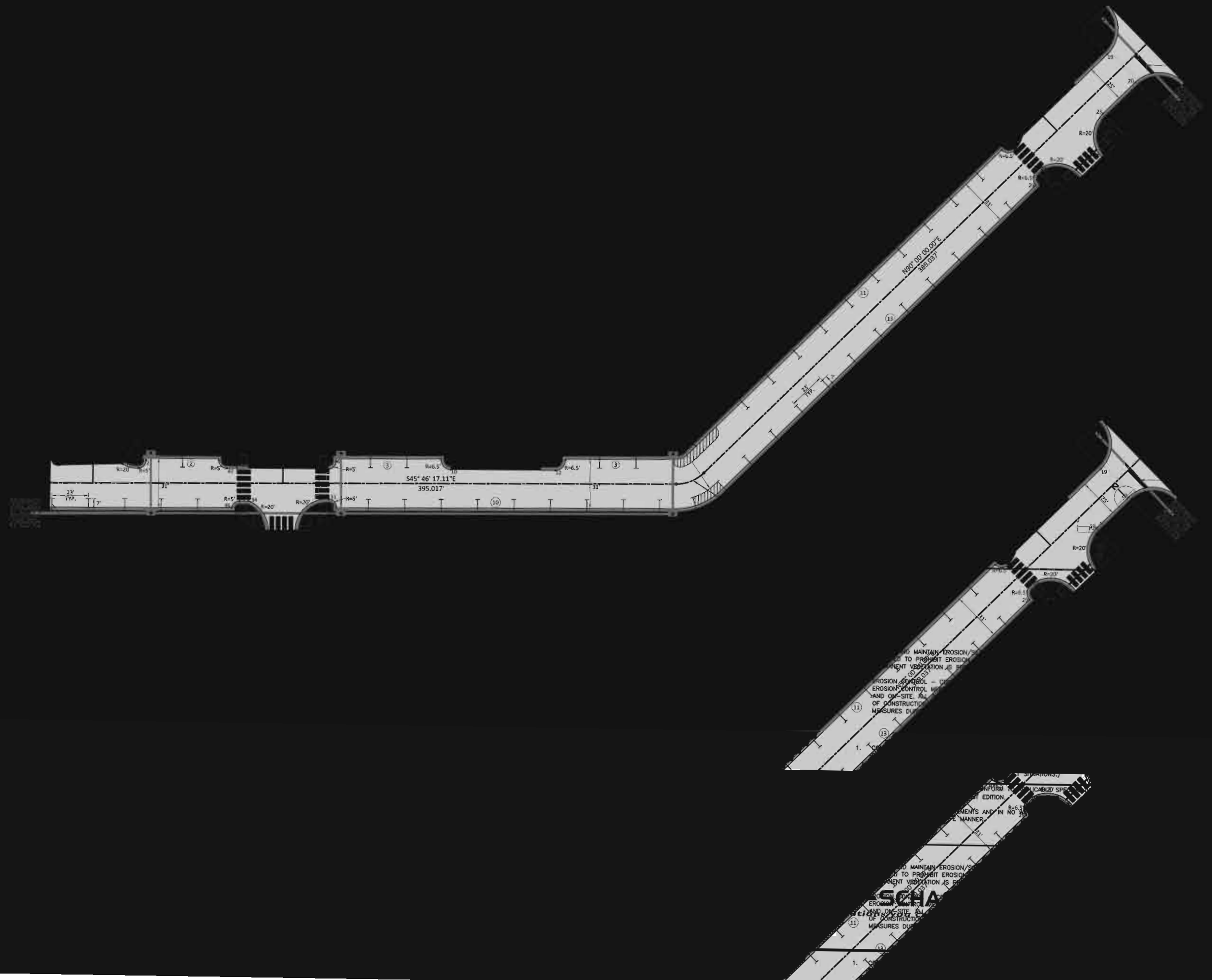


Legend

Proposed Road

0 125 250 500 750 1,000 Feet

NORTH





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.d
AGENDA DATE: 12/16/2014
PAGE: 1 of**

SUBJECT: CU 14-06: Conditional Use request by Peter's Rock Temple to all an addition to the existing church building located at 223 Dr. Martin Luther King Jr Drive West.

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders @ (662) 323-2525, Ext. 119

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: At the December 9, 2014 Planning and Zoning Commission meeting the Commission voted unanimously to approve the Conditional Use request with condition:

- 1.) A letter from the adjacent property owner to the west verifying that grading and drainage construction activities can be performed on their eastern property line.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION: A legal ad was published, letter mailed and a sign was posted at least fifteen days prior to the subject Board of Aldermen meeting.

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 136)
CC: Pastor Michael Jones, Applicant
SUBJECT: CU 14-06: Request for Conditional Use to allow an addition to Peter's Rock Temple located at 223 Dr. Martin Luther King Jr Drive West. 118O-00-158.00, 118O-00-156.00, 118O-00-171.00, and 118O-00-169.00
DATE: December 9, 2014

The purpose of this report is to provide information regarding the request by Pastor Michael Jones on behalf of Peter's Rock Temple for a Conditional Use for an addition to the existing church located at 223 Dr. Martin Luther King Jr Drive West. The parcel that are include in the request and their associated zoning are as follows: 118O-00-158.00 (T5), 118O-00-156.00 (T5), 118O-00-171.00 (C-2), and 118O-00-169.00 (C-2). Together the parcels are approximately 2.1 acres. Please see attachments 1-8.

BACKGROUND INFORMATION

The proposed expansion would include a new addition to the west of the existing building. The new addition will serve as a Family Life Center. The applicants have already attended two Development Review Committee meeting (one as a pre-application and one as an applicant) to seek input from city staff and utility companies. Final site plans have not been submitted as of this date.

Scale and intensity of use.

The size of the proposed building addition is shown to be +/-10,200 sqft. The existing structure is approximately +/- 4,100 sqft.

On- or off-site improvement needs.

The only proposed off site improvement is the relocation of existing riprap in drainage area located along HWY 182. The riprap will be located, with property owner's permission, in the drainage swale along the western property line. As part of the expansion, a new concrete parking lot with 82 parking spaces is also being proposed west of the new addition. Sidewalks will be required.

On-site amenities proposed to enhance the site.

No amenities are being proposed by the applicant for the site.

Site issues.

There are no known site issues regarding the intended use of the site.

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	T5	Auto Mechanic Shop, School and Cemetery
East	T5 and R2	Church Recreation Center and Single Family Residential
South	C2 and R2	Single Family Residential
West	T5	Undeveloped Vacant Land

30 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone call against this request.

ANALYSIS

Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

Land use compatibility.

The property is currently used as a church.

Sufficient site size and adequate site specifications to accommodate the proposed use.

The site is adequately sized to accommodate the proposed addition.

Proper use of mitigative techniques.

None proposed

Hazardous waste.

No hazardous wastes or materials would be generated, used or stored at the site.

Compliance with applicable laws and ordinances.

Building the proposed addition will require building permits and inspections

REQUIRED CONDITIONS

1. A letter from the adjacent property owner to the west verifying that grading and drainage construction activities can be performed on their eastern property line.

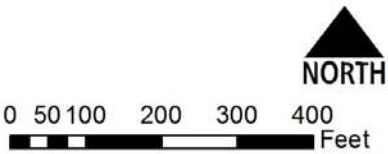
All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

Attachment 1
CU 14-06 Aerial

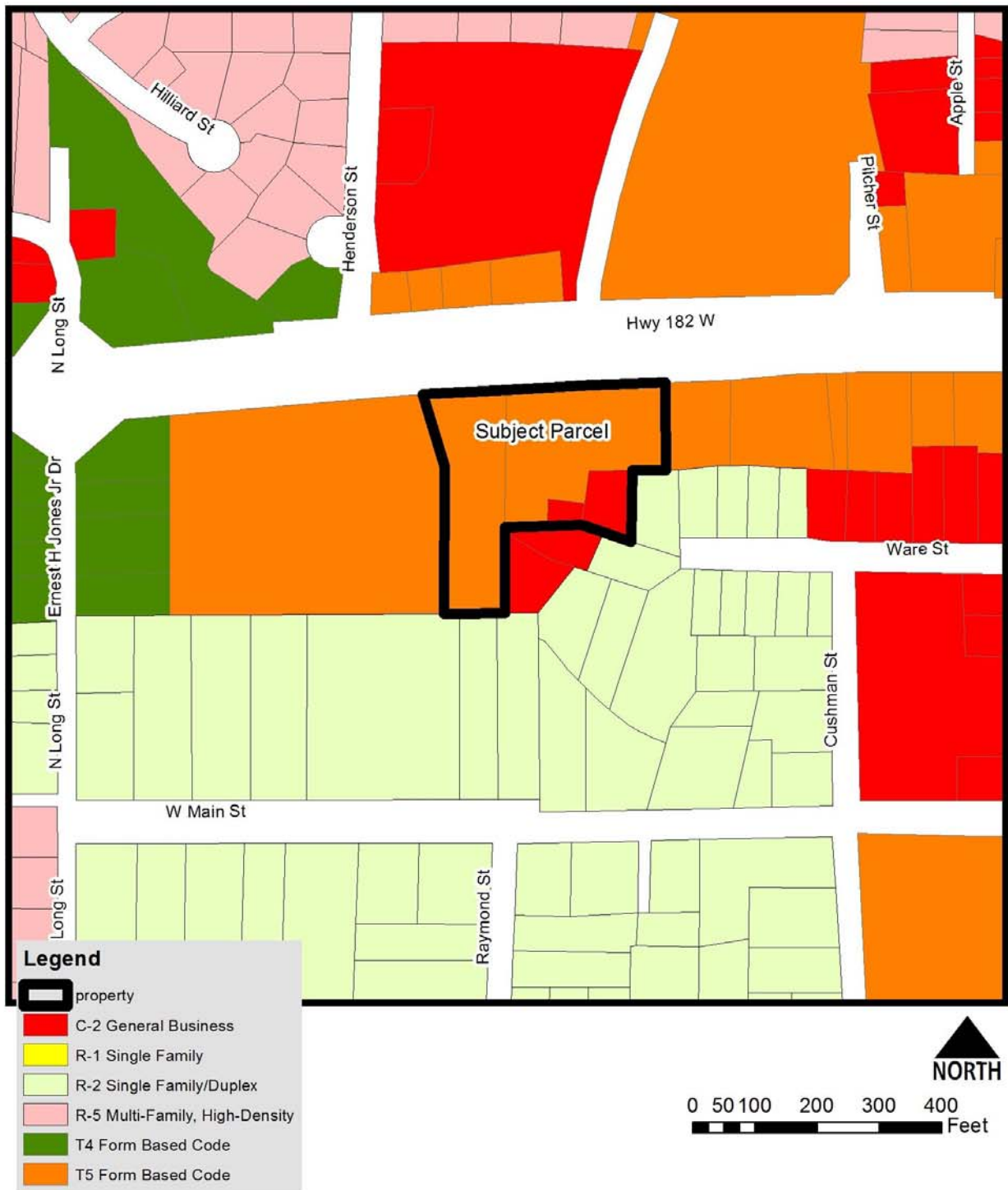


Legend

 property



Attachment 2
CU 14-06 Zoning

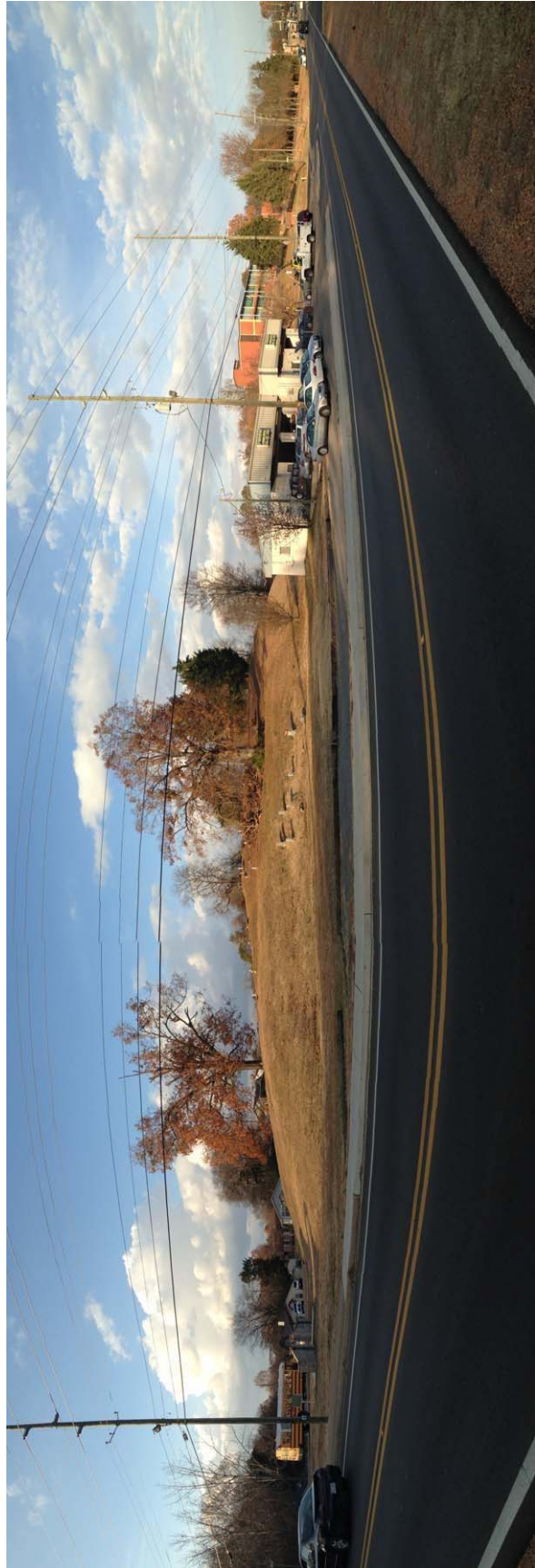


Attachment 3



View looking South from HWY 182

Attachment 4



View looking north across HWY 182

Attachment 5



View looking southwest at property to the west

Attachment 6



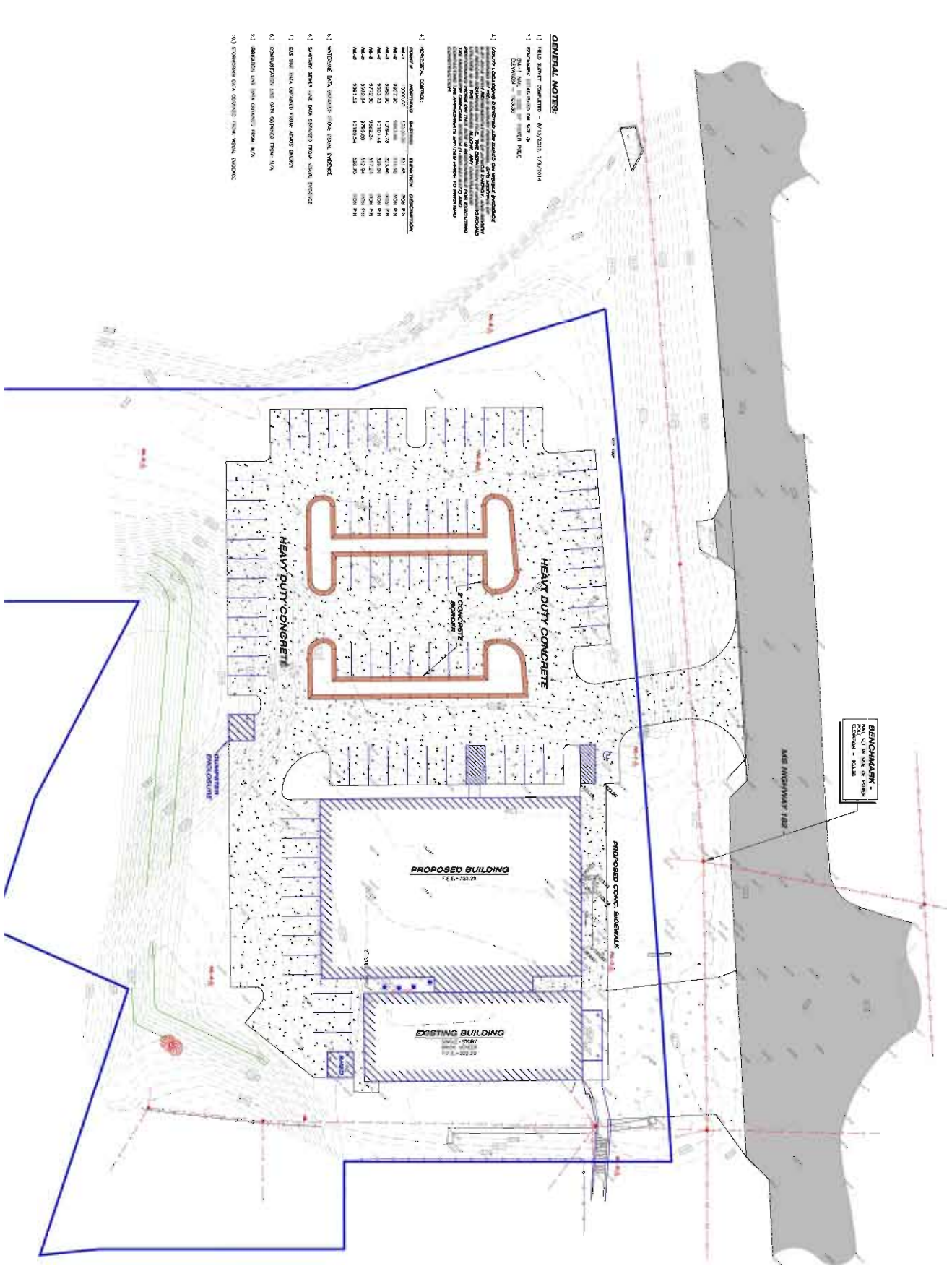
View looking south at property to the east

Attachment 7



View looking north at property located south of the Subject Property

Attachment 8



8/13/2014 - PRELIMINARY DRAWING - WORK IN PROGRESS - NOT FOR CONSTRUCTION!

THE CITY OF STARKVILLE
DEVELOPMENT REVIEW COMMITTEE
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

COMMITTEE MEMBER COMMENTS

TO: Pritchard Engineering
FROM: Daniel Havelin, City Planner, City of Starkville
SUBJECT: **PR 14-32** Peter's Rock Church of God In Christ, Site Plan Review, 223 Dr Martin Luther King Jr. Dr., zoned T-5, Ward 7, Renovation and Addition, Applicant: Pritchard Engineering Inc. on the behalf of Peter's Rock Church
DATE: November 20, 2014

The following information is provided to assist you in expediting your plan approval process. These comments are from the Development Review Committee, which represent the various City Departments and area utility providers that are involved in the review of your plans.

Community Development/Planning: Daniel Havelin, City Planner
662) 323-2525, ext. 136 d.havelin@cityofstarkville.org

- Landscape Architect will have drawings to me Monday. I will communicate with Architect and Landscape Architect on design comments.

Atmos Energy: Wade Shultice, Project Specialist
662-323-2742 wade.shultice@atmosenergy.com

AT&T: Dean Goodman, Manager OSP Planning & Engineering Design
662-329-1962 662-327-8320 cg5876@att.com

Community Development Department/Development: Joyner Williams, Building Official/ADA Coordinator 662-323-8012, ext. 132 jo.williams@cityofstarkville.org

- Engineer will supply ADA connector between sidewalk and building
- Engineer will communicate with MDOT about their sidewalk standards.

Community Development Department/Engineering Division: Edward Kemp, PE, City Engineer
662-323-2525, ext. 111 e.kemp@cityofstarkville.org

1. For the 100-year event, provide the water surface elevation (i.e. 0.61' + elevation = final elevation).
2. Provide storage vs. elevation vs. outflow relationship (e.g. page 7-8) for the 10-year event. It is currently only provided for the 2-year event.
3. 12" freeboard should be measured from the top of the 10-year water surface elevation (i.e. 10-year elevation + 12"). The freeboard should also be able to convey the 100-year event through the spillway without over-topping the levee.
4. Provide note on grading plans indicating that safe velocities & capacities of downstream channels and streams are not exceeded by proposed stormwater runoff.

- Provide letter from property owner to the west for permission to do work on their property

~~**Fire Department:** Stein A McMullen, Fire Marshall
662-323-1212 ext. 12 smcmullen@cityofstarkville.org~~

Fire Department: Mark McCurdy, Fire Marshall

662-323-1212 ext. 21 mmccurdy@cityofstarkville.org

1. Min. turning radius is 28' , fire truck shall be able to make turns entering and exiting parking lot. Roll over curbs may be required.
2. FDC shall be located within 100' of fire hydrant. There are two currently installed fire hydrants that are in close proximity, show distance.

MetroCast: Mitch Douglas, Plant Manager

662-323-1615, ext. 17 mdouglas@metrocast.com

MetroCast: Doug Keel,

662-259-3221, douglas.keel@metrocast.com

Police Department: Mark Ballard, Patrol Division Commander

662-323-4131 mballard@cityofstarkville.org

Public Services Department: Andrew Nagel

662-323-2525 a.nagel@cityofstarkville.org

- The proposed water tie in is on a 2 inch line. This will not work for fire protection. There is a 6 inch water main in front of the activity center that can be tied into.
- The sewer main running under the parking lot will need to have a 10 foot easement.

Sanitation & Environmental Services Department: Emma Gandy

662-323-2652 sanitation@cityofstarkville.org

- See Landscape Ordinance for dumpster screening requirements
- Hold Harmless agreement required

Starkville Electric Department: Jason Horner, System Engineer

662-323-3133, ext. 114 jasonh@starkvilleelectric.com

- Coordinate service connections with SED
- 30' Power easement is required

~~**4-County Electric Power:** Bill Caldwell~~

~~662-324-4300 — CaldwellB@4county.org~~



AGENDA ITEM NO:
AGENDA DATE: December 16, 2014

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Electric Department to enter into Energy Efficiency Demonstration Project 2.0 Agreement with TVA as revised per request from Mississippi State University.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Request authorization for Starkville Electric Department to enter into Energy Efficiency Demonstration Project 2.0 Agreement with TVA as revised per request from Mississippi State University.

SUGGESTED MOTION: “Move approval for Starkville Electric Department to enter into Energy Efficiency Demonstration Project 2.0 Agreement with TVA as revised per request from Mississippi State University.”

ENERGY EFFICIENCY DEMONSTRATION PROJECT 2.0 AGREEMENT
Between
CITY OF STARKVILLE, MISSISSIPPI
And
TENNESSEE VALLEY AUTHORITY

Date: _____

Contract No. 8535

THIS AGREEMENT will confirm the understanding between CITY OF STARKVILLE, MISSISSIPPI (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, with respect to Distributor's participation in a demonstration of energy efficiency systems (Demonstration) to evaluate and test commercially available hyper-efficient technologies at qualified Distributor customers' sites. The Demonstration will be conducted by TVA and its contractor, the Electric Power Research Institute (EPRI);

It is understood and agreed that:

SECTION 1 - DISTRIBUTOR RESPONSIBILITIES

Distributor shall perform the following activities in accordance with the plans and specifications approved by TVA and its designated contractors:

1.1 Participant and Site. TVA and Distributor have selected and approved Distributor's customer, Mississippi State University (Participant), and the Participant's site located at 105 Mill Street, Starkville, Mississippi 39759 (Site) for participation in the Demonstration. Distributor shall cooperate with TVA in collecting the following Site information: demographics, photographs, and electrical and communications information.

1.2 Equipment. All equipment needed to perform the Demonstration will be provided by TVA or EPRI and installed by their designated contractors. Said equipment shall include:

(a) A Commercial Heat Pump Water Heaters package (Technology), which is generally described in Attachment B to this Agreement, "Energy Efficiency Demonstration 2.0, Commercial Heat Pump Water Heaters." Technology will be installed to supplement existing Participant equipment at Site; and

(b) A data collection system (Data Equipment) will also be installed at the Site.

1.3 Troubleshooting. Distributor shall support TVA as needed in troubleshooting the Data Equipment in the event of malfunction.

1.4 Participant Agreement. Distributor shall enter into a Participation Agreement with Participant, the form of which is attached to this Agreement as Attachment C, and ensure that the Participation Agreement is executed by an authorized representative

or officer of Participant. Distributor shall also provide to TVA a copy of the fully executed Participation Agreement. Any proposed changes or revisions to the Participation Agreement must be approved by TVA prior to execution by Distributor and Participant.

1.5 Support. Distributor shall support TVA and its designated contractors in activities that may include, but are not limited to, (a) pertinent case studies for the Demonstration, (b) documenting the equipment installation process (i.e., timeline, photographs, list of problems and their resolutions, etc.), (c) summarizing the salient performance and energy results, and (d) reporting feedback from Participant.

1.6 Collected Data. Upon request by TVA, Distributor shall provide TVA a written release on behalf of Participant for collected Demonstration data to be shared with TVA. The data delivered to and collected by TVA shall be for TVA's and EPRI's exclusive use.

1.7 Reporting. Distributor shall obtain permission from TVA prior to the release of any technical reports, test results, or press releases related to the Demonstration.

1.8 Site Visits and Interviews. Distributor shall support and consent to Participant surveys, interviews, and guided Site visits by TVA's authorized employees and contractors to assess the performance of the Demonstration.

1.9 Other Demonstration Engagement. Distributor shall inform TVA of any similar demonstration(s) in which Distributor is participating, and obtain permission from TVA prior to participating in any demonstration similar to the Demonstration during the term of said Demonstration.

1.10 Technology Transfer. Distributor shall allow TVA to use its name and location of Site when sharing Demonstration results with the public, which may facilitate and promote the transfer and use of the Technology.

SECTION 2 - TVA RESPONSIBILITIES

2.1 Site Information. TVA shall be responsible for collecting the following Site information: demographics, photographs, and electrical and communications information.

2.2 Technology Procurement and Installation. TVA shall, at no expense to Distributor, provide and install, or cause EPRI or its designated contractor(s) to install, all equipment needed to perform the Demonstration.

2.3 Data Collection and Ownership. TVA and Distributor shall cooperate, and Distributor shall cause Participant to cooperate with TVA, in (a) developing and providing specifications for the design and installation of the Data Equipment, and (b) conducting Site Technology transfer activities related to:

- (i) developing pertinent case studies about the Demonstration,
- (ii) documenting the equipment installation process (i.e., timeline, photographs, list of problems and problem resolution, etc.),

- (iii) summarizing the salient performance and energy consumption results, and
- (iv) reporting the feedback from Participant.

TVA, or its contractor(s), will collect data from the Site for the term of this Agreement, and TVA and EPRI shall own said data and test results.

2.4 Technical Advice and Assistance. TVA or EPRI shall endeavor to provide technical advice and assistance related to the Demonstration.

2.5 Analysis. TVA shall, through EPRI, analyze the data collected to verify results, assess performance, and evaluate the overall effectiveness of the Demonstration. TVA and EPRI shall summarize the results, findings, and analysis of the Demonstration and share information with Participant, Distributor and other distributors of TVA power. Furthermore, TVA shall use the results of the Demonstration to assist future Technology application assessments and demonstrations.

SECTION 3 - NOTICES

3.1 Persons to Receive Notice. Any notice required by this Agreement shall be deemed properly given if delivered in writing to the address specified below:
 (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

<u>To Distributor:</u>	<u>To TVA:</u>
General Manager Starkville Electric Department Post Office Box 927 Starkville, Mississippi 39760-0927 Phone: (662) 323-3133, extension 101 E-mail: TerryK@starkvilleelectric.com	Senior Program Manager TVA Technology Innovation 1101 Market Street, BR 5B Chattanooga, Tennessee 37402 Phone: 423-751-4017 Email: sjdelay@tva.gov

3.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 4 - RELEASE OF EQUIPMENT

TVA shall retain title to the Technology and Data Equipment during the term of the Demonstration. At the conclusion of the Demonstration:

- (a) Participant shall assume ownership of the Technology, without further action from the parties, and
- (b) TVA and EPRI shall assume ownership of the Data Equipment, which TVA or its agent(s) shall remove from Site at no cost to Distributor or Participant.

SECTION 5 - RELATIONSHIP OF PARTIES

No party to this Agreement shall be considered the agent or employee of any other party for any purpose under this Agreement, and no party, nor their respective agents or employees, assumes any liability to the other parties or to any third party for any damage to property, both real and personal, including damage in any way connected with the Demonstration; or personal injuries, including death, which might arise out of or be in any way connected with any act or omission of the other parties.

SECTION 6 - LIMITATION OF LIABILITY

To the extent permitted by law, Distributor agrees that TVA and EPRI shall not be liable to Distributor whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, for any special, indirect, incidental, or consequential loss or damage in any way connected with the Demonstration.

SECTION 7 - THIRD PARTIES NOT TO BENEFIT

Notwithstanding any provision of this Agreement that may be interpreted to the contrary, this Agreement shall not confer any benefits or rights on any third party except as specifically set out in this Agreement.

SECTION 8 - TERM OF AGREEMENT

This Agreement is effective as of _____ and shall continue in effect through September 30, 2015. Either party may terminate this Agreement earlier upon thirty (30) days' written notice to the other party.

This Agreement may be amended, modified, or extended only by a writing signed by the parties.

SECTION 9 - ATTACHMENTS

Attachments A, B, and C are made a part of this Agreement. In the event of any conflict between the body of this Agreement and said attachments, this Agreement controls.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:

TENNESSEE VALLEY AUTHORITY

By _____
Senior Manager
Power Customer Contracts

Unless otherwise approved by TVA's Equal Opportunity Staff, recipient shall include the following statement in all handbooks, manuals, pamphlets, and other material ordinarily distributed to the public to describe the program, including, where TVA deems appropriate, notices posted by recipient:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a Federal agency. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and applicable TVA regulations at 18 C.F.R. parts. 1302, 1307, and 1309, no person shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment (including hiring) under the program. If you feel you have been subjected to discrimination as described above, you, personally or by a representative, have the right to file a written complaint with TVA not later than 90 days from the date of the alleged discrimination. The complaint should be sent to Tennessee Valley Authority, Equal Opportunity Staff, 400 West Summit Hill Drive, Knoxville, Tennessee 37902. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.

Energy Efficiency Demonstration 2.0 Commercial Heat Pump Water Heaters

Background, Objectives, and New Learning

Advancing efficient end-use technologies can offer substantial benefits to consumers, utilities, and society. This may result in lower energy bills, energy savings, peak demand reduction, capital investments deferral, and, ultimately, reduced emissions. The Electric Power Research Institute (EPRI) launched the first cycle of a national Energy Efficiency Demonstration in 2009 to begin field testing and demonstrating “hyper-efficient” technologies in residential and commercial settings.

Now EPRI’s Energy Efficiency Demonstration 2.0, a national collaboration among EPRI, electric utilities and participating demonstration hosts, builds on that earlier project by demonstrating a new cycle of high-potential energy-efficient technologies. One of those being tested is Commercial Heat Pump Water Heaters. This project will focus on applying heat pump water heating systems in commercial applications where significant energy savings may be realized. Over the next three years, this national collaborative is expected to assess the field performance of the technology in a variety of field applications.

Commercial Heat Pump Water Heaters

Heat pump water heaters have been shown to save about 50% when compared to energy used by electric resistance water heaters in residential applications. This energy savings has potential to be duplicated and improved upon in commercial applications up to 75%, as shown by lab and field tests. Opportunities for peak demand reduction will be evaluated as well as the use of waste heat that supports additional efficiency improvements. Target applications include facilities with a large amount of domestic hot water use such as healthcare, food service establishments, housing and hotels with restaurant and/or laundry facilities.

The Demonstration will seek to independently quantify energy savings and peak demand reduction using instrumentation and monitoring. Performance factors will be measured under a variety of operating conditions. The Demonstration will also benchmark value and customer satisfaction for commercial heat pump water heaters.

Project Approach and Summary for TVA Sponsored Demonstrations

Commercial Heat Pump Water Heater technologies will be demonstrated at commercial sites with existing water heating systems. The TVA/EPRI collaboration will provide all demonstration equipment, materials, research designs and plans, instrumentation, data monitoring and system maintenance at no expense to the commercial site host (Host). Hosts participating in the demonstration are expected to assist EPRI and TVA in the evaluation, planning and operation of the technology. In addition, Hosts are expected to identify a lead contact from their organization for the demonstration and provide feedback on their experience with the heat pump water system operations. At the end of the demonstration, the commercial heat pump water system exclusive of monitoring instrumentation will be transferred to the Host.

Anticipated Host Benefits:

- Domestic hot water energy cost savings.

- Ancillary benefits such as extra cooling capacity to reduce cooling costs or solve a cooling problem.
- Understanding the energy savings potential of electric heat pump water heaters.
- Experience in applying and utilizing new highly energy efficient equipment.
- Installed equipment is kept by Host in return for participation.

Ranking of Potential Host Sites:

All sites must have a heavy domestic hot water use throughout the year:

1. Site preferably has existing electric water heating, with the opportunity to use the commercial evaporative pre-cooling's "free" cooling capacity to air-condition a space or cool a water loop.
2. Site has existing electric water heating, but no opportunity to use HPWH's "free" cooling benefit for space or water loop cooling
3. Site has existing, older-model gas heating (up to 80 % efficiency), with the opportunity to use the HPWH's "free" cooling capacity to air-condition a space or cool an existing water loop.

Key Research Question - Are the expected energy savings verifiable?

Other research questions include:

- How do commercial heat pump water heaters perform in U.S. buildings?
- Will consumers accept them?
- Are they compatible with different building designs, codes and standards?
- Does trade labor have the skill to support them?
- What obstacles impede adoption of commercial heat pump water heaters by market?

ENERGY EFFICIENCY DEMONSTRATION 2.0 PARTICIPATION AGREEMENT

THIS ENERGY EFFICIENCY DEMONSTRATION 2.0 PARTICIPATION AGREEMENT (Participation Agreement), between Mississippi State University (Participant) and its electric power supplier City of Starkville, Mississippi (Distributor), bears the following recitals:

- I. Participant is a customer, and will remain a customer, of Distributor and volunteers to participate in a pilot demonstration (Demonstration) being conducted by Distributor, and its wholesale supplier of power, Tennessee Valley Authority (TVA), to test, demonstrate and evaluate the use of commercially available hyper-efficient technologies at qualified Distributor customers' sites.
- II. Participant's site, which is located at the address stated under Section 7 below (Site), will be used for the Demonstration by installing Commercial Heat Pump Water Heaters package (Technology) to supplement or replace existing system(s) at Site. Data collection and monitoring equipment (Data Equipment) shall be installed at the Site to collect performance data of Technology.
- III. Technology performance data will be analyzed to verify results, assess performance, and evaluate the overall effectiveness of the Demonstration. A summary of Demonstration results and analysis of the Demonstration will be shared with Participant and will be used to assist future Technology application assessments and demonstrations.

The parties agree as follows:

SECTION 1 - TERM AND TERMINATION

1.1 Effective Date and Term. This Participation Agreement shall become effective as of the date of Distributor's execution under section 8.2 below. Unless sooner terminated as provided under section 1.2 below, it shall remain in effect until September 30, 2015.

1.2 Termination. This Participation Agreement may be terminated by:

- (a) Participant, at any time, upon thirty (30) days' written notice to Distributor, or
- (b) Mutual agreement of all of the parties in writing at any time.

SECTION 2 - EQUIPMENT INSTALLATION AND OWNERSHIP

2.1 Technology and Data Equipment Installation Obligation. At no cost to Participant, Distributor shall cause TVA and its agent, the Electric Power Research Institute (EPRI), to purchase, install, maintain, repair, and replace the Technology and the Data Equipment for term of this Participation Agreement. All installations must be (a) permitted as required by law, (b) installed and certified by a licensed electrician or plumber, and (c) able pass any applicable code inspections.

Participant shall not add additional electric devices to monitored electric circuits, which may adversely affect the performance of the Data Equipment and Technology performance data, unless prior approval is obtained from TVA.

2.2 Technology and Data Equipment Ownership. During the term of this Participation Agreement, the Technology shall remain the property of TVA and, as such, may not be removed from the Site or otherwise disposed of without the written permission of TVA and ownership transfer to Participant.

At the completion of the Demonstration, Participant shall assume full ownership of the Technology, without further action from the parties. Unless TVA and distributor agree otherwise, Participant shall not assume ownership of Technology if Participant provides early termination notice of this Participation Agreement prior to the completion of the Demonstration.

Participant shall have no claim against Distributor, TVA, EPRI, or manufacturer of Technology for any money spent by Participant on electric or communications costs during the term or after the termination of this Participation Agreement.

SECTION 3 - SURVEY

Participant agrees to provide Distributor with survey information and data concerning its use of the Technology and electric consumption at the Site, and hereby provides its permission to Distributor to make such information available to TVA.

SECTION 4 - INDEMNIFICATION AND RELEASE

Participant recognizes and agrees that TVA is a third-party beneficiary of this Participation Agreement. Accordingly, to the extent permitted by law, following the completion of the Demonstration, Participant shall release, indemnify, defend, and save harmless the Distributor, TVA, the United States of America, and their respective officers, agents, employees, and contractors from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, special damages, consequential damages, indirect damages, or loss of life or property sustained by Participant, its agents, contractors, and families, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of the Technology.

The obligations of this Section 4 shall survive termination of this Participation Agreement.

SECTION 5 - DISCLOSURE

Participant understands that Distributor, TVA, or EPRI may publish or disclose to others information obtained from the Demonstration but they will not release, without the prior consent of Participant, information that could personally identify Participant except to employees, contractors, or agents of Distributor, TVA, or EPRI, or when disclosure is required by law.

SECTION 6 - ACCESS

Distributor and TVA shall have access to the Site at reasonable hours, and upon reasonable notice, to install, inspect, test, operate, maintain, repair, replace, or remove the Technology and the Data Equipment.

SECTION 7 - SITE ADDRESS AND NOTICE INFORMATION

7.1 Site Location. Participant's Site is located at the following Address:

105 Mill Street, Starkville, Mississippi 39759 City: Starkville State: Mississippi Zip Code: 39759
--

7.2 Notice Information. Notices given under this Participation Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

<u>Participant:</u>	<u>Distributor:</u>
Mechanical/Energy Engineer Mississippi State University P.O. Box 5208 Mississippi State, Mississippi 39762 Phone: 662-325-5899 Email: JHardy@physplant.msstate.edu	General Manager Starkville Electric Department Post Office Box 927 Starkville, Mississippi 39760 Phone: 662-323-3133, extension 101 E-mail: TerryK@starkvilleelectric.com

Any written notice required by this Participation Agreement shall be deemed properly given if delivered in writing to the address specified above (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

(The remainder of this page is intentionally blank.)

SECTION 8 - SIGNATURES

8.1 Participant Signature

Participant accepted and agreed to the foregoing this ____ day of _____, 201__.

Mississippi State University

Participant's Authorized
Officer Name & Title

Participant's Authorized
Representative Signature

8.2 Distributor Signature.

Distributor accepted and agreed to the foregoing this ____ day of _____, 201__.

City of Starkville, Mississippi

Distributor Representative Name & Title

Distributor Representative Signature



AGENDA ITEM NO:
AGENDA DATE: December 16, 2014

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to execute EnergyRight® Solutions for the Home eScore Program Agreement – Turnkey/Hybrid with TVA. TVA, through EnergyRight Solutions for the Home, offers rebates for homeowners' investments in energy efficient facilities and upgrades. The eScore Program is designed to provide participating homeowners a scoring to clearly define an individual path to greater home energy efficiency.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Request authorization to execute EnergyRight® Solutions for the Home eScore Program Agreement – Turnkey/Hybrid with TVA

SUGGESTED MOTION: “Move approval for Starkville Electric to execute EnergyRight® Solutions for the Home eScore Program Agreement – Turnkey/Hybrid with TVA.”

Section A: All Participants*All eScore Participants must complete Section A.*

Local Power Company (LPC) Name: Click here to enter LPC Name.	LPC Phone Number: Click here to enter LPC phone number.
LPC Address: Click here to enter LPC address.	Submitted by: Click here to enter LPC employee name. Signature: _____ Date: Click here to enter date PIP submitted.

Program Model (Select One): ☐ Turnkey ☐ Hybrid ☐ LPC-Managed

Financing (Select One): ☐ On-Bill (Managed by LPC) ☐ None ☐ Other: Click here to enter information.
--

Weatherization Only Loans (On-Bill Financing Only): ☐ Yes ☐ No
--

Additional Requirements (On-Bill Financing Only): Click here to enter additional requirements.

HVAC Options (Select all that you wish to offer): ☐ Dual Fuel Heat Pumps ☐ Air Conditioning (with gas or gas split)

LPC Administrative Users (Maximum of 3)		
First Name	Last Name	E-mail Address
Click here to enter first name.	Click here to enter last name.	Click here to enter email address.
Click here to enter first name.	Click here to enter last name.	Click here to enter email address.
Click here to enter first name.	Click here to enter last name.	Click here to enter email address.

Section B: LPC-Managed Participants Only*Only eScore participants selecting the LPC-Managed Program Model must complete Section B.*

Evaluation Fee Charged: \$ Click here to enter fee.	Evaluation Fee Retained: ☐ Yes ☐ No
---	---

Upgrade	Rebate Paid to Participant
Attic Insulation	\$ Click here to enter rebate. /home
Air Sealing	\$ Click here to enter rebate. /home
Duct System (Existing HVAC Only)	\$ Click here to enter rebate. /system
Heat Pump Water Heater	\$ Click here to enter rebate. /unit
Window Replacement	\$ Click here to enter rebate. /window
Storm Windows Added to Single-Pane Windows	\$ Click here to enter rebate. /window
Exterior Door Replacement	\$ Click here to enter rebate. /door
Heat Pump - Ducted or Non-Ducted System or System with Desuperheater	\$ Click here to enter rebate. /unit
Tune-up for Existing Central Heat Pump or Air Conditioning System	\$ Click here to enter rebate. /unit
Central Air Conditioning Replacement	\$ Click here to enter rebate. /unit
Geothermal Heat Pump Replacement	\$ Click here to enter rebate. /unit
Dual Fuel Heat Pump Replacement	\$ Click here to enter rebate. /unit

Number of Energy Advisors: Click here to enter number of energy advisors.

Additional Requirements (i.e. Inspection information): Click here to enter additional requirements.
--



AGENDA ITEM NO:
AGENDA DATE: December 16, 2014

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Electric Department to enter into a Green Power Providers Contract (TV-48326A, Supp. No. 78) with TVA. This agreement provides for changes in metering and billing requirements associated with participants in the Green Power Providers Program.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Request authorization for Starkville Electric Department to enter into a Green Power Providers Contract (TV-48326A, Supp. No. 78) with TVA.

SUGGESTED MOTION: “Move approval for Starkville Electric Department to enter into a Green Power Providers Contract (TV-48326A, Supp. No. 78) with TVA.”



AGENDA ITEM NO:
AGENDA DATE: December 16, 2014

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Electric Department to enter into an agreement with Verizon for Mobile to Mobile (M2M) service necessary for Starkville Electric Department's AMI System as a public utility.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Request authorization for Starkville Electric Department to enter into an agreement with Verizon for Mobile to Mobile (M2M) service necessary for Starkville Electric Department's AMI System as a public utility.

SUGGESTED MOTION: "Move approval for Starkville Electric Department to enter into an agreement with Verizon for Mobile to Mobile (M2M) service necessary for Starkville Electric Department's AMI System as a public utility."

EXHIBIT C

Verizon Wireless Entity Agreement

This Entity Agreement ("Agreement") is made by and between Celco Partnership, a Delaware General Partnership doing business as Verizon Wireless having its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097, on behalf of itself and its controlled and/or managed affiliates (collectively "Verizon Wireless") and Entity (identified below), (each a "Party" or jointly the "Parties").

This Entity Agreement allows Entity to purchase from Verizon Wireless under the umbrella of the Master Agreement. The Entity Agreement allows Entity to purchase Wireless Service and Equipment at discounted prices for its employees' business use and allows Entity's employees to receive discounts on their personal lines of Wireless Service. This Entity Agreement applies to lines of service activated by Entity but, with the exception of the applicable discount provisions, does not apply to the employees' personal lines of service, which are governed by the terms and conditions of the Verizon Wireless retail customer agreement.

Entity (also referred to as "Customer")			Verizon Wireless		
Company Name:			TO: Verizon Wireless Legal & External Affairs Dept. One Verizon Way, VC52S401 Basking Ridge, NJ 07920-1097 Attention: HQ Legal – B2B Contract Administration	CC: Verizon Wireless 1515 E Woodfield Rd Schaumburg, Illinois 60173 Attn: Area General Counsel	
Company Address:					
City:	State:	ZIP:			
State of Formation:					
Fed. Tax ID #:		D&B #:	Entity's Authorized Contacts		
Address for Legal Notices (if different from above)			Name:		
Name			Address:		
Address:			Title:		Phone:
			E-mail:		
			Name:		
			Address:		
City:		State:	ZIP:	Title:	Phone:
			Email:		

ATTAINMENT TIER AND DISCOUNTS ON ELIGIBLE PLANS AND ELIGIBLE DATA FEATURES

Attainment Tier and Monthly Access Fee Discount on Eligible Calling Plans and Eligible Data Features					
	☐ 5 to 49,999	☐ 50,000 to 64,999	☐ 65,000 to 79,999	☐ 80,000 to 99,999	☒ 100,000 +
Corporate Subscribers	15%	17%	19%	21%	22%
Employee Subscribers	12%	14%	16%	18%	19%

SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement. The Parties acknowledge and agree that this Agreement includes the terms and conditions that follow the signatures below and any attachments thereto.

ENTITY		VERIZON WIRELESS	
By:	Date:	By:	Date:
Name:		Name: Eric Binebrink	
Title:		Title: Director – Enterprise Contracting	

Note to Connecticut Customers: Any questions or concerns about your service? Please call Customer Care at: 1-800-VZW 4 BIZ or *611 from your wireless phone. If we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC): Online: www.state.ct.us/dpuc; Phone: 866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

VERIZON WIRELESS USE ONLY BELOW

Sales Force ID	Master Account #	Version #	121108/082411apa
Sales Office ID	ECPD Profile ID #	Pricing Version #	
Sales Rep.Name	Contract ID #		

Verizon Wireless Entity Agreement Terms and Conditions

DEFINITIONS

1. Definitions:

- 1.1 **Attainment Tier:** The range of Primary Customer's and its Entities total Corporate Subscriber and Employee Subscriber voice and data lines, and M2M Lines with a monthly access fee of \$34.99 or higher, that are active under this Agreement at any time. The initial Attainment Tier is indicated in the checked box on the cover page of this Agreement.
- 1.2 **Corporate Subscriber (also "Entity Corporate Subscriber"):** An employee of Entity utilizing Wireless Service under this Agreement whose account is set up in Entity's name and for which Entity bears responsibility.
- 1.3 **Employee Subscriber (also "Entity Employee Subscriber"):** An employee of Entity utilizing Wireless Service pursuant to the "Purchases by Employees" section below whose account is set up in the employee's name and for which the employee bears responsibility.
- 1.4 **Eligible Data Feature:** Any Verizon Wireless data feature with a monthly access fee of \$24.99 or higher that Verizon Wireless makes generally available to consumers or business customers, unless such data feature specifies that discounts are not applicable.
- 1.5 **Eligible Plan:** Any voice, data, or M2M plan with a monthly access fee of \$34.99 or higher that Verizon Wireless makes generally available to consumers or business customers, unless such plan specifies that discounts are not applicable.
- 1.6 **Entity:** Any business that receives goods or services through an arrangement with Perfect Commerce LLC, as evidenced by a written agreement between such entity and Perfect Commerce LLC and such entity devices substantially all of its business and revenue from the direct supply of gas utilities, water utilities, electricity utilities, oil and gas refinery, coal, oil and gas exploration, ethanol (non-agricultural), green energy, wind energy, solar energy, hydro-electric energy, biomass energy, or geo-thermal energy, and subject to the approval of Verizon Wireless. References to Customer in price plans and other pricing offers shall mean Entity when that is who is purchasing service under that plan or offer.
- 1.7 **Entity Agreement:** This Agreement between Verizon Wireless and Entity, which contains all of the terms and conditions that govern the relationship between the Parties hereto.
- 1.8 **Equipment:** Wireless telephones, data devices and similar devices and ancillary accessories used in conjunction with Wireless Service.
- 1.9 **Legal Notice:** Notice given in accordance with the requirements for "Legal Notices" set forth in the "Notices" section below.
- 1.10 **Machine to Machine Service ("M2M Service"):** M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.
- 1.11 **M2M Line(s):** An individual line of M2M Service used under this Agreement which is set up in Customer's name and for which Customer bears responsibility.
- 1.12 **Master Agreement:** The agreement between Verizon Wireless and Primary Customer that governs their commercial relationship and under which Primary Customer's Entities may enter into its own Entity Agreements to purchase Wireless Service and Equipment from Verizon Wireless.
- 1.13 **Primary Customer:** Perfect Commerce, LLC, having entered into the Master Agreement in order to facilitate agreement between Verizon Wireless and Entities of Primary Customer for the provision of Wireless Service and Equipment to such Entities.
- 1.14 **Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

TERM OF AGREEMENT AND LINE TERM

2. Term; Early Termination Fees:

- 2.1 **Term of Agreement:** Verizon Wireless shall provide Wireless Service to Entity from the date this Agreement is executed by both Parties ("Effective Date") through the Term of the Master Agreement. After termination, Wireless Service will continue for any active Corporate Subscribers or M2M Lines under the terms and conditions of this Agreement and for any active Entity Employee Subscribers under the terms and conditions of their respective Verizon Wireless retail customer agreements, until their lines are either terminated or incorporated under another Verizon Wireless agreement; however, Verizon Wireless may remove discounts and other benefits of this Agreement from any such lines.
- 2.2 **Line Term:** The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 1 or 2 years). Line Term extensions are required when Entity: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Corporate Subscribers on voice and data plans. M2M Lines are subject to activation fees of \$15.00 for 1-year Line Terms and \$10.00 for 2-year Line Terms.
- 2.3 **ETF:** An early termination fee ("ETF") of \$175.00, minus \$5.00 for each full month of the Line Term completed since activation or since the most recent Line Term extension (if any), applies to each voice or data line terminated or ported to

Verizon Wireless Entity Agreement Terms and Conditions

another service provider prior to the expiration of the Line Term. An ETF of \$50.00 applies to each M2M Line terminated or ported to another service provider prior to the expiration of the Line Term. Entity may terminate any of its lines within 30 days of activation without an ETF, provided that within that 30-day period, it returns any Equipment that was purchased at a discount from Verizon Wireless in connection with the activation of the line. Entity shall be responsible for all service-related charges incurred up to the time of termination.

- 2.4. **Early Termination Fee Waivers/Early Equipment Upgrades (“ETF Waivers/Early Upgrades”):** On an annual basis, Verizon Wireless will either waive the early termination fee for Corporate Subscribers (“ETF Waivers”) or allow the purchase of Equipment prior to a Entity Corporate Subscriber Line becoming eligible for Corporate Equipment Pricing (“Early Upgrades”) for Entity based on the number of active Lines of service for Entity as shown in the table below. If the number of active Lines changes during any year of the Entity Agreement, the total number of ETF Waivers/Early Upgrades per year will be determined by the number of active Lines in effect at the end of each year on the anniversary date of the execution of the Entity Agreement in accordance with the following schedule:

Number of Active Qualifying Entity Corporate Subscriber Lines	Annual Entity Corporate Subscriber ETF Waivers / Early Upgrades
500 – 999	50
1,000 – 4,999	100
5,000 – 9,999	500
10,000 +	1000

ETF Waivers and Early Upgrades may not be used for Entity Corporate Subscriber lines ported to another carrier, for lines of Machine-to-Machine service or equipment, or for Affiliate lines participating under the Entity Agreement. On Family SharePlans, the Early Equipment Upgrades are only available on the primary line. Corporate Subscribers with a past due balance at the time of the Early Upgrade request do not qualify. Machine to Machine (M2M) connections do not contribute as Qualifying Subscriber lines.

PRICING AND EQUIPMENT

3. **Plans, Features, Rates and Charges:** The voice, data, or M2M plan and any options, features or applications that are selected by the Entity determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (*i.e.*, those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. Entity can activate any (a) retail plans, options, features and applications, subject to their terms and conditions which become part of this Agreement upon activation; or (b) custom plans, options, features and applications, if any, described in the attachments to this Agreement. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Entity does not change plans on that line. Other rates, charges and fees, including but not limited to charges for options, features, applications and 411 Connect, may be changed following 30 days’ written notice. Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Corporate discounts and pricing may not be available to purchases made through agents or at retail store locations.
- 3.1. **Attainment Tier and Monthly Access Fee Discount:** Provided Entity maintains a minimum of 5 Entity Corporate Subscriber lines on Eligible Plans, Corporate Subscribers and M2M Lines shall receive the monthly access fee discount on Eligible Plans and Eligible Data Features based on the Attainment Tier. In order for the Entity’s Employee Subscriber to count toward the Attainment Tier and receive discounts, the employee must follow the process set forth in the “Purchases by Employees” section below.
- 3.2. **Attainment Tier and Discount Changes:** Verizon Wireless may adjust the monthly access fee discounts for all subscribers and other benefits under this Agreement, consistent with the Attainment Tier achieved pursuant to the Master Agreement. If the Attainment Tier is exceeded for at least 2 consecutive months, Verizon Wireless will adjust the monthly access fee discount and other benefits under this Agreement, consistent with the applicable higher Attainment Tier, if Primary Customer so requests in writing to Verizon Wireless. Any such Attainment Tier adjustment may take one to two bill cycles to become effective and will not result in any retroactive discounts, credits, or charges. Any changes in Attainment Tier will apply to Primary Customer and its participating Entities.
- 3.3. **Account Implementation:** In order for Verizon Wireless to implement the benefits of this Agreement (including the creation of any custom plans, options, features or applications), Entity must provide certain information, such as name, mobile telephone number and account information of any lines Entity wants to enroll under this Agreement. Following receipt of all necessary information, Verizon Wireless will complete Entity’s account implementation within 90 days.
4. **Equipment Purchased from Verizon Wireless:** The following provisions apply to Equipment purchased directly from Verizon Wireless by Entity pursuant to this Agreement:

Verizon Wireless Entity Agreement Terms and Conditions

- 4.1. **Equipment Pricing:** Verizon Wireless offers corporate equipment pricing, based on the Attainment Tier. Equipment pricing information may be obtained from a Verizon Wireless sales representative or through Entity's online ordering site. Equipment is subject to availability and prices are subject to change. Discounts may not be available on some Equipment. When activating new service or upgrading an eligible line, Entity will receive the lower of either corporate equipment pricing or advertised retail Equipment pricing, provided Entity meets the terms of the offer. Customer may not activate Equipment purchased at a discount from Verizon Wireless on M2M Lines. Entity is eligible to upgrade Equipment at discounted pricing 2 months before expiration of a 12-month Line Term or 4 months before expiration of a 24-month Line Term. Entity may purchase Equipment at non-discounted, full retail pricing at any time.
- 4.2. **Shipping, Risk of Loss and Acceptance:** Billing and shipping addresses must be in the Verizon Wireless licensed service area. Equipment will be shipped to the address designated on Entity's order. Title and risk of loss pass to Entity and acceptance occurs upon receipt of the Equipment by Entity or Entity's agent at the address designated on Entity's order. Verizon Wireless may charge Entity for shipping. Verizon Wireless will ship Equipment within 5 business days of receipt of Entity's order, subject to availability.
- 4.3. **Equipment Returns:** Entity shall have 30 days from acceptance, or a longer period if required by law, during which it may exchange Equipment or return it for a refund.
- 4.4. **SIM Cards, Software Updates, Service Programming Code:** If Equipment requires a Verizon Wireless provided SIM (Subscriber Identity Module) card, any intellectual property or software in the SIM is the property of Verizon Wireless. Verizon Wireless may change or update the software or other data in the SIM card or the software in the Equipment over the air and utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. Equipment purchased from Verizon Wireless can be reprogrammed for use with another wireless carrier network, by entering a service programming code. The default service programming code on Verizon Wireless equipment is "000000". Verizon Wireless in no way guarantees that such Equipment will be capable of being reprogrammed for use with another wireless carrier network after the service programming code is entered, or that another wireless carrier will accept Equipment for use on its network. Default service programming codes are not applicable to pre-pay, GSM or data-only Equipment.
5. **Equipment Purchased from Third Parties, Open Development:** Entity may activate Equipment purchased from third parties, including those in the Verizon Wireless Open Development program, if the third-party Equipment is on Verizon Wireless' approved device list at the time of activation. Third-party Equipment providers establish their own terms and conditions for the sale of Equipment, and Verizon Wireless has no control over such third parties' charges, terms of purchase or return policies and cannot vouch for the call quality or overall functionality of such Equipment. Verizon Wireless shall not be responsible for any claims related to any Equipment provided by such third parties, or Entity's use thereof, including but not limited to loss, damage or replacement of such Equipment.
6. **Lost or Stolen Equipment:** If Entity's Equipment is lost or stolen, Entity may request that Verizon Wireless suspend service and billing to the affected line for the lesser of 30 days or until the date of replacement or recovery of the Equipment, after which service and billing for such line shall resume. The time of any suspension will not count toward satisfying the Line Term. Verizon Wireless may request reasonable documentation in support of such suspension. Verizon Wireless may hold Entity responsible for all charges associated with the line until Entity notifies Verizon Wireless of the lost or stolen Equipment.

PURCHASING

7. **Purchases by Entity (Authorized Contact(s)):** Entity shall identify representatives authorized to purchase Wireless Service and Equipment under this Agreement and to act on its behalf ("Authorized Contact(s)") by providing their name(s), telephone number(s), and business and e-mail address (es) in writing to Verizon Wireless. Entity's initial Authorized Contact(s) may be identified on the first page of this Agreement. An Authorized Contact shall have full authority to handle all matters contemplated by the Agreement or relating to Entity's account(s), unless otherwise specified by Entity in writing to Verizon Wireless. Entity may elect to designate a third party as an Authorized Contact provided it complies with the requirements set forth in the "Entity's Use of Third Parties" section below.
8. **Purchases by Employees:** Entity's employees (with proof of employment) may activate new or register existing lines of Wireless Service on plans, options, features, and applications that Verizon Wireless makes generally available to consumers and obtain the applicable monthly access fee discounts on Eligible Plans and Eligible Data Features as well as corporate equipment pricing, not to exceed 5 lines per employee, provided such employee first: (a) registers under Entity's account at www.verizonwireless.com/getdiscounts; (b) executes a Verizon Wireless retail customer agreement; and (c) qualifies under Verizon Wireless consumer credit criteria. Employee discounts may not be available in retail stores or through Verizon Wireless agents. Upon request, Entity shall confirm the employment status of Entity Employee Subscribers.
 - 8.1. **Entity Employee Subscriber Bonus Discount:** Entity Employee Subscribers may be eligible for an additional three percent (3%) monthly access fee discount on their Eligible Calling Plans and Eligible Data Features provided they register with My Verizon and enroll in Paperless Billing. Should an Entity Employee Subscriber de-enroll from any of these services, the Bonus Discount will be removed from his or her lines. If Entity has employees receiving a monthly access fee discount

Verizon Wireless Entity Agreement Terms and Conditions

under a prior agreement with Verizon Wireless, Verizon Wireless will provide notice, within 30 days of the Effective Date, to such employees that their lines will migrate to the discount structure applicable under this Agreement.

9. **No Purchases by Parents and Affiliates:** Only Entity, and not its parents or affiliates, may participate under this Agreement.
10. **Affiliates of Entities:** Entity's affiliates are those entities in which Entity or Entity's Parent owns, directly or indirectly, at least a 25% equity interest ("Affiliates"); for purpose of this definition, a "Parent" is an entity that owns at least 50% of the equity interest in Entity.
- 10.1. **Purchases by and on behalf of Affiliates that meet the Entity definition:** Entity may purchase Equipment and Wireless Service for its Affiliates subject to the requirements of this provision. Each such Affiliate must (i) on its own, meet the Member definition provided in the Purchasing Group Agreement, and (ii) be on a list of Affiliates provided by Member as may be amended from time-to-time thereafter (subject to verification and approval by Verizon Wireless prior to shipment). Member must provide Verizon Wireless, in writing, with the name, address, and other information regarding such Affiliates required by Verizon Wireless for verification and enrollment including indicating for each Affiliate the method it must sign up, either (i) whether such Affiliate must execute a Verizon Wireless Affiliate Agreement, or (ii) if Member will be signing on the Affiliate's behalf. If signing on Affiliates' behalf, Member represents and warrants that it is authorized to act on behalf of those listed Affiliates and to bind them under this Agreement without any further action, and Member will promptly notify Verizon Wireless if Member's authority to sign on behalf of its Affiliates has been revoked or modified, and/or if any Affiliate no longer qualifies as a Member of Purchasing Group. Alternatively, each Affiliate must execute a Verizon Wireless Affiliate Agreement. For all Affiliates, Member shall provide verification of Member status of its Affiliates upon Verizon Wireless' reasonable request, and shall use good faith efforts to notify Verizon Wireless in writing if an Affiliate no longer qualifies hereunder. Member or its Affiliates shall make all purchases directly from Verizon Wireless and Member agrees to pay for all Affiliate purchases hereunder or guarantee payments for Affiliates as applicable. Should any Affiliate's Member status terminate while this Agreement is still in effect, such Affiliate shall no longer be eligible for participation under this Agreement. Either Party may disclose this Agreement in whole or in part to any Affiliate to facilitate participation under this section. Entity hereby authorizes and directs Verizon Wireless, on behalf of its affiliates that participate under this Agreement, to disclose an affiliate's customer proprietary network information ("CPNI") to Entity or Primary Customer upon Entity's or Primary Customer's request.
- 10.2. **No Other Purchases by Parents and Affiliates:** Except as specifically stated in this "Affiliates of Entities" provision, only Entity, and not its Parents or Affiliates, may participate under this Agreement.
11. **Purchases by Entities:** Verizon Wireless allows Primary Customer's Entities the opportunity to participate under an Entity Agreement, provided that each such Entity shall: (i) be subject to a credit check and/or background check performed by or on behalf of Verizon Wireless, both prior to allowing such Entity's participation hereunder and as a future condition of such Entity's continued participation, the manner and results of which shall be satisfactory to Verizon Wireless, in its sole discretion; and (ii) agree to be bound by the terms and conditions of the Entity Agreement. Verizon Wireless may require Entity to provide a Federal Tax ID Number and Dun & Bradstreet number. Participation by each Entity is contingent upon Primary Customer meeting certain requirements described in the Master Agreement, and Verizon Wireless' verification made in its sole discretion that the Entity qualifies to purchase under the Agreement.
- 11.1. **Form of Entity Agreement:** Entity agrees that it has the ability to purchase as an Entity solely because of its relationship to Primary Customer and that Primary Customer and Verizon Wireless may negotiate the terms and conditions of the Entity Agreement. Entity further agrees that any modifications of the terms and conditions of the Entity Agreement that are negotiated by Verizon Wireless and Primary Customer shall apply to all Entity Agreements with or without notice to the Entities. Primary Customer shall notify Entity of such modifications, which shall apply to both existing Entity Agreements then in effect and the form of Entity Agreement to be executed by future participating Entities.
IN NO EVENT IS PRIMARY CUSTOMER AUTHORIZED TO NEGOTIATE ANY PART OF THE ENTITY AGREEMENT OR ANY OTHER AGREEMENT OF AN ENTITY ON BEHALF OF VERIZON WIRELESS. VERIZON WIRELESS SHALL HAVE THE EXCLUSIVE RIGHT AND RESPONSIBILITY TO REVIEW AND ACCEPT THE ENTIRETY OF EACH ENTITY AGREEMENT OR OTHER AGREEMENT THAT IT MAY EXECUTE FROM TIME TO TIME WITH ENTITIES.
- 11.2. **Participation by Entities Limited to a Single Agreement:** Each Entity shall be limited to only a single agreement with Verizon Wireless to cover the scope of services. Such agreement may be either (i) an Entity Agreement under Primary Customer's Agreement, (ii) an agreement under a different overarching agreement, (iii) a standalone agreement, or (iv) other agreement between Verizon Wireless and Entity. If an Entity signs more than one agreement with Verizon Wireless, the new agreement shall supersede the old one. If Entity enters into a separate agreement (not an Entity Agreement) with Verizon Wireless at any time, neither Entity nor Verizon Wireless shall be in breach of the Master Agreement or Entity Agreement for doing so and Verizon Wireless shall owe no penalties or fees to Primary Customer in such instance.
- 11.3. **Termination/Impact to Entity:** Termination of the Master Agreement, termination of the Entity participation program, or termination of an Entity's status as an Entity under the definition herein shall not result in termination of the individual

Verizon Wireless Entity Agreement Terms and Conditions

Entity Agreement, which will continue on a month-to-month basis until terminated by either Party with at least 30 days Legal Notice. However, Verizon Wireless may, in such event and in its sole discretion: (i) revise the Attainment Tier discount and other benefits of such Entity Agreement to reflect the line attainment of such Entity as an independent entity; or (ii) terminate such Entity Agreement and migrate that Entity's existing lines of service to a separate agreement with the former Entity on the terms, conditions and pricing for which such former Entity is eligible as an independent company. If an Entity either ceases to be an Entity or terminates its Entity Agreement, or if the Master Agreement between Verizon Wireless and Primary Customer is terminated, and if Entity elects to terminate its lines of services rather than keep them on a revised or new agreement, such terminated lines will be subject to applicable ETFs. Termination of an Entity Agreement or termination of an Entity's status as an Entity under the definition herein shall result in removal of the applicable lines from the Line Attainment Tier.

12. **No Reselling or Purchases by Third Parties:** This Agreement specifically contemplates the purchase of Wireless Service by Entity Corporate Subscribers and Entity Employee Subscribers of Entity only. Except upon written agreement between the Parties, third parties (including agents, contractors or contract employees, and members or franchisees of Entity or Entity's qualifying parents and affiliates) may not purchase Wireless Service or Equipment under this Agreement nor may Entity resell the Wireless Service.

BILLING AND PAYMENT

13. **Entity Billing and Payments:**

- 13.1. **Monthly Bills:** Verizon Wireless bills on a monthly basis, and Entity is liable for all fees and charges, including any applicable Taxes and Surcharges, as defined below, on Entity Corporate Subscriber lines and M2M Lines. Monthly access fees and feature charges are generally billed in advance, while airtime overage and other usage rates or charges are billed in arrears. Monthly billing cycles vary and may not necessarily correspond to calendar months. Verizon Wireless provides billing for third parties, and charges for third party services and applications may be placed on Entity's bill. Entity has the option, at no cost, to block or restrict access to third-party services or applications that may involve a charge being placed on Entity's bill.
- 13.2. **Payment Terms:** Entity shall pay all undisputed charges within 30 days of the date of each bill. Past due amounts shall be, to the extent permitted by the law of the state where Entity's billing address is located, subject to a late payment fee of 1½ % per month (18% annually) or \$5 per month, whichever is greater. If payment by check or similar negotiable instrument is returned by a bank for any reason, Verizon Wireless will charge Entity a returned check fee.
- 13.3. **Disputed Charges:** In the event of disputed charges, Entity must, as soon as practicable following identification of such dispute, provide written notice to Verizon Wireless, which shall include the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. Entity has 180 days from the due date of the bill to notify Verizon Wireless of a disputed charge. The Parties will use their good faith efforts to reconcile any disputed charges within 60 days of the date of notification, after which the Parties may invoke the process set forth in the "Dispute Resolution" section below.
- 13.4. **Failure to Pay:** Verizon Wireless may, upon prior written notice to Entity, (suspend or terminate Wireless Service to some or all lines or deny activations due to Entity's failure to make payment or dispute charges in accordance with the foregoing provisions regardless of any deposit provided by Entity. If Verizon Wireless sends Entity's account to a collection agency, Verizon Wireless may also charge Entity for any fees Verizon Wireless is charged by the collection agency, if it is permitted by the law of the state where Entity's billing address is located.
- 13.5. **Credits for Interrupted Service:** If an answered voice call in the calling plan coverage area is disconnected by Verizon Wireless' network and the Entity Corporate Subscriber redials the call within 5 minutes of being disconnected, Entity is entitled to receive a one-minute credit. If, due to the fault of Verizon Wireless, a line is unable to receive Wireless Service while in the Verizon Wireless coverage area for more than 24 continuous hours, Entity is entitled to a pro rata daily credit for the period without Wireless Service. To receive any credits under this section, Entity or the Entity Corporate Subscriber must notify Verizon Wireless within 90 days after the call was disconnected or Wireless Service was unavailable by calling 800-VZW-4BIZ, an airtime-free and toll-free number.

14. **Taxes, Surcharges and Exemptions:** If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected by Verizon Wireless (each, a "Tax"), or a serving carrier charges Tax on a roaming call, then Verizon Wireless may bill such Tax to Entity, and Entity shall pay such Tax. If Verizon Wireless incurs a tax (other than a net income tax) or other expense to comply with legal or governmental requirements, or other expense to provide or improve service to its customers, and Verizon Wireless bills a surcharge to recover or offset the cost of such expense (a "Surcharge"), then Entity shall pay such Surcharge. Taxes and Surcharges may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Entity provides Verizon Wireless with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to Verizon Wireless, then that specific Tax will not be collected from Entity. If an exemption applied by Verizon Wireless at Entity's request is found not to apply, then Entity shall upon demand pay Verizon

Verizon Wireless Entity Agreement Terms and Conditions

Wireless the uncollected Tax and all related interest, penalties and additions to the Tax. Verizon Wireless shall not issue credits for a Tax that is billed prior to Verizon Wireless' receipt of evidence of exemption.

15. **Bankruptcy/Insolvency/Creditworthiness:** Either Party may terminate this Agreement upon Legal Notice if: (a) the other Party makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature; (b) a trustee or receiver of any substantial part of the other Party's assets is appointed by any court; or (c) a proceeding is instituted under any provision of the Federal Bankruptcy Laws by or against the other Party, and such proceeding is acquiesced in or is not dismissed within 60 days or results in an adjudication in bankruptcy. Notwithstanding the above, Entity's right to terminate pursuant to this section may only be invoked if Verizon Wireless is unable to provide Entity with Wireless Service and Equipment under this Agreement as a result of the foregoing. If Entity terminates the Agreement pursuant to this section, it shall not be relieved of its obligation to pay for any Wireless Service used and Equipment purchased. At any time during the Term, Verizon Wireless may require Entity to provide a deposit to secure payment based upon Entity's creditworthiness or payment history with Verizon Wireless. Any such deposit shall not relieve Entity of its obligation to pay any Verizon Wireless bills. Verizon Wireless shall pay any interest required by law on such deposit.

LIMITATIONS, WARRANTIES AND INDEMNIFICATIONS

16. **LIMITATION OF LIABILITY:** UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO ENTITY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, USE OR LOSS OF USE OF THE EQUIPMENT OR ANY INTERRUPTION OF SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE, ATTEMPTED USE, OR INABILITY TO ACCESS LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
17. **LIMITATION OF DAMAGES:** NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.
18. **DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, ENTITY PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO ENTITY BY THE EQUIPMENT MANUFACTURER.
19. **Mutual Indemnification:** Each Party shall defend, indemnify, and hold harmless the other Party from any and all losses and damages claimed by a third party in any action or proceeding, against the indemnified Party alleging bodily injury (including death) or damage to property, caused by or alleged to have been caused by the negligence or other wrongful acts or omissions of the indemnifying Party, its employees and authorized agents while on the other Party's premises, including any final monetary judgments, settlements, reasonable costs and reasonable attorneys' fees awarded therein.
- 19.1. **Notice and Defense:** The Party seeking indemnification shall: (a) provide the other Party with prompt Legal Notice of the claim; (b) allow the indemnifying Party to control the defense and settlement of the claim, provided, however, that the indemnifying Party shall not agree to any injunctive relief or settlement that obligates the indemnified Party to perform any obligation, make an admission of guilt, fault or culpability, or incur any expense, without such indemnified Party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying Party.

DISPUTE RESOLUTION

20. **Mandatory Arbitration:** Should a dispute arise under this Agreement, the Parties shall meet within 30 days of Legal Notice of such dispute is given to attempt to resolve the matter in good faith. Thereafter, the Parties agree to arbitrate any dispute arising out of this Agreement. Such arbitration shall be held before an independent arbitrator pursuant to the Wireless Industry Arbitration ("WIA") rules in effect at the time of the dispute, as modified by this Agreement and administered by the American Arbitration Association ("AAA"). The United States Arbitration Act, 9 USC §§1-16, as amended, shall govern the arbitration. In the event of any conflict, the WIA rules shall govern. No arbitration between the Parties may proceed on a class basis or be consolidated with any other arbitration without the written consent of all Parties. If the prohibition on class arbitrations set forth above is deemed unenforceable, then neither Party shall be required to arbitrate. Any award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award and shall be binding upon the Parties with no right of appeal. If for any reason the

Verizon Wireless Entity Agreement Terms and Conditions

provisions of this Agreement requiring arbitration are declared unenforceable, void, or voidable, or if any action or judicial proceeding is permitted, each Party waives any right it may have to trial by jury. Notwithstanding the above, either Party may seek preliminary and final injunctive relief in the event of the unauthorized disclosure of such Party's Confidential Information or intellectual property infringement.

CONFIDENTIAL INFORMATION AND USE OF THIRD PARTIES

21. Confidential Information: Each Party shall hold in confidence Confidential Information received from the other Party for the term of this Agreement and a period of 2 years thereafter. "Confidential Information" means information (in written, graphic, oral or other tangible or intangible form) concerning the disclosing party's business, customers, products, services, trade secrets and personnel, and designated as confidential by the disclosing party (if tangible information) by conspicuous markings or (if oral information) by announcement at the time of initial disclosure and written documentation thereof within 30 days thereafter, or if not so marked or announced and documented should reasonably have been understood as being confidential information of the disclosing party either because of other legends or markings, the circumstances of disclosure or the nature of the information itself. Confidential Information may include proprietary material as well as material subject to and protected by laws regarding secrecy of communications or trade secrets, and may include information acquired by the disclosing party from a third party under an obligation of confidentiality. Confidential Information also shall include the pricing and other terms and conditions of this Agreement, which both Parties shall be required to hold in confidence. Neither Party shall disclose Confidential Information of the other Party to any third party or use Confidential Information of the other Party for any purpose other than as specified in this Agreement. The Parties may disclose Confidential Information of the other Party to their agents that have a need to know under this Agreement and are bound by non-disclosure obligations that are substantially similar to those set forth herein. Entity's agents are subject to the additional requirements set forth in the "Entity's Use of Third Parties" section below. Notwithstanding anything to the contrary set forth herein, Entity must obtain Verizon Wireless's written permission prior to disclosing any Confidential Information of Verizon Wireless to any direct competitor of Verizon Wireless.

21.1. General Exclusions: The foregoing restrictions shall not apply to information to the extent that it: (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was already in the lawful possession of the receiving Party without an obligation of confidentiality; (c) is lawfully disclosed to the receiving Party by a third party without restriction; (d) is required to be disclosed by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process; (e) is approved in writing by the disclosing Party for further disclosure; (f) is independently developed without reference to the Confidential Information and is so documented by the receiving Party; or (g) is required to port telephone numbers. Verizon Wireless shall not be deemed to have received Confidential Information of Entity solely because Entity receives, transmits, obtains or otherwise exchanges such information through the use of the Wireless Service, or a Verizon Wireless service to Entity involves the hosting, transport or other similar handling of such information.

21.2. Permitted Usage and Disclosure of Confidential Information and CPNI: Nothing contained herein shall prevent: (a) either Party from using or disclosing Confidential Information for the purposes of (i) soliciting Entity's employees to purchase Wireless Service and Equipment under this Agreement; or (ii) disclosing general information about this Agreement in limited internal announcements to its employees; In order to implement this Agreement, Entity requests that Verizon Wireless share Entity's CPNI (Customer Proprietary Network Information) with Primary Customer.

22. Entity's Use of Third Parties: Entity may employ third parties to make purchases, act as an Authorized Contact or perform other telecommunications management services under this Agreement subject to the following: (a) Entity must notify Verizon Wireless in writing prior to use of a third party and identify the scope of such third party's authority; (b) Entity grants Verizon Wireless permission to disclose to such third party any information relating to the Agreement or Entity's account(s); (c) such third party must be bound by confidentiality obligations that are substantially similar to those in this Agreement; (d) Verizon Wireless reserves the right to require such third party to enter into a non-disclosure agreement with Verizon Wireless; and (e) any right to terminate this Agreement shall remain solely with Entity.

AVAILABILITY AND GENERAL PROVISIONS OF WIRELESS SERVICE

23. Wireless Service Availability: Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls, caused by atmospheric, topographical or environmental conditions, cell site availability, Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service and/or features may not be available in all areas. Wireless Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems with equipment that is authorized to operate on Verizon Wireless's network.

24. Enhancement of Wireless Service: Due to regulatory provisions regarding Verizon Wireless' network licenses, Entity shall obtain Verizon Wireless's prior approval and written agreement before it may install, deploy or use any regeneration equipment

Verizon Wireless Entity Agreement Terms and Conditions

or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Verizon Wireless may terminate lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Entity violates this section. The enhancement of Wireless Service is outside the scope of this Agreement. Verizon Wireless reserves the right to evaluate whether to enter into separate agreements with Primary Customer's Entities on a case-by-case basis; the decision by Verizon Wireless to enter into an agreement with any such Entity will not obligate Verizon Wireless to enter into an agreement with any other Entity.

25. **Use of Wireless Service and Equipment; Rights to MTNs:** In order to protect the Verizon Wireless network, operations and other customers, Verizon Wireless may suspend or terminate service to affected lines if Entity uses the Wireless Service or Equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on Verizon Wireless' network, operations or customers. If Entity continues using the Wireless Service in such a manner, Verizon Wireless may deny activation to new lines or, upon Legal Notice, may terminate this Agreement.

Verizon Wireless will assign one mobile telephone number ("MTN") to each line and while Entity can port its MTNs from Verizon Wireless to another carrier, it does not have any property right in the MTN and Verizon Wireless may change, reassign or eliminate an MTN upon reasonable notice to Entity under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.

26. **M2M Management Center:** The Machine-to-Machine Management Center ("M2M Management Center") provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be set forth in this Agreement. The M2M Management Center may be provided by Verizon Wireless' third party supplier nPhase. The set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless and nPhase retain full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof. The limitation of liability, limitation of damages and disclaimer of warranties sections of the Agreement apply to nPhase and to services provided hereunder by nPhase.

MISCELLANEOUS

27. **Assignment:** Provided an assignee possesses the financial and operational capabilities to perform under this Agreement, meets the Entity definition set forth in this Agreement, and agrees in writing to assume and fully discharge all of the duties and obligations of the assignor arising under this Agreement, either Party may assign this Agreement in its entirety, without the other Party's consent, to either of the following: (a) any entity that controls, is controlled by or is under common control with the assigning Party; or (b) a successor in interest of all or substantially all of the assets and business of the assigning Party. Entity may not assign its rights or delegate its duties under this Agreement to any direct competitor of Verizon Wireless without the prior written consent of Verizon Wireless. Except for the foregoing, neither Party may assign its rights under this Agreement to any other entity without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed or conditioned. Subject to the provisions of this section, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties hereto.
28. **Force Majeure:** Any failure of Verizon Wireless to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond Verizon Wireless reasonable control.
29. **Trial Products or Services:** The terms and conditions of this Agreement shall apply to any trial products or services that may be provided to Entity by Verizon Wireless, unless expressly superseded by a written agreement relating to such trial. Verizon Wireless may hold Entity responsible for unreturned or damaged trial products. Verizon Wireless reserves the right, in its sole discretion, to provide trial products or services to Primary Customer or any of its Entities on a case-by-case basis; the decision by Verizon Wireless to do so for any such Entity will not obligate Verizon Wireless to do so for any other such Entity.
30. **Notices:** Whenever this Agreement calls for a "Legal Notice" to be given, notice shall be valid and sufficient if dispatched by: (a) registered or certified mail, postage prepaid; (b) hand delivery; or (c) a nationally recognized express courier, and addresses to the address(es) for the receiving Party designated on the cover page of this Agreement (as may be updated in writing from time to time by Legal Notice). Notice to Entity may be made to Entity's designated Authorized Contact(s). Any notice given in accordance with the foregoing requirements shall be deemed effective upon delivery. All other notices and communications

Verizon Wireless Entity Agreement Terms and Conditions

related to this Agreement may be made via mail or e-mail to an Authorized Contact, mail to the billing address on the account, and/or message with Entity's monthly bill.

31. **Governing Law, Venue and Jurisdiction:** Subject to the provisions of the "Dispute Resolution" section above, the validity, construction and performance of this Agreement shall be governed and interpreted in accordance with the laws of the State of New York, without reference to its conflict of laws or other rules that would require the application of the laws of another jurisdiction. Each Party submits to personal jurisdiction exclusively in New York, New York, and waives all objections to a New York venue.
32. **Counterparts and Admissibility of Copies:** This Agreement may be executed in counterparts each of which when executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. An electronic or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as an original document.
33. **No Waiver:** Any forbearance or delay on the part of either Party in enforcing any rights under this Agreement shall not be construed as a waiver of such rights. Any grant of a waiver in one instance shall not be construed as a continuing waiver in all similar instances. No provision of this Agreement shall be considered waived unless expressly waived in writing, signed by the Party against whom enforcement of such provision is sought.
34. **Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
35. **Survival:** Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.
36. **Entire Agreement:** This Agreement (including any attachments) and the terms and conditions of any plans, options, features, and applications (collectively "Service Offerings") or Equipment offerings selected by Entity, constitute the entire agreement between the Parties with respect to the subject matter hereof.. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of a Service Offering or Equipment. Except for terms and conditions incorporated in this Agreement through Entity's activation of Service Offerings or Equipment, this Agreement shall not be amended or modified without specific written agreement signed by both Parties. In no event shall any terms and conditions be added or modified by purchase order. This Agreement supersedes all prior agreements for the provision of Wireless Service and Equipment between Entity and Verizon Wireless. Any in-building addendum the parties entered into prior to the Effective Date of this Agreement that have not been terminated in writing shall be deemed to remain in full force and effect and subject to the terms and conditions of this Agreement.

REGULATORY DISCLOSURES

Entity Consent to Use CPNI: [Not Applicable to Arizona customers.] Verizon Wireless and its affiliates (the "Verizon Companies") may need Entity's permission to share information about Entity as described below. The Federal Communications Commission ("FCC") and various states require Verizon Wireless to protect certain information that is made available to it solely by virtue of Entity's relationship with it. This information is known as Customer Proprietary Network Information ("CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Entity's telecommunications services purchased (including specific calls Entity makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Entity's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The Verizon Companies acknowledge that Entity has a right under federal and state law to protect the confidentiality of Entity's CPNI, and to direct the Verizon Companies not to use Entity's CPNI or to limit use and disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Entity designates. By its signature on this Agreement, Entity grants the Verizon Companies permission, solely for the purpose of offering Entity current and future products and services available from the Verizon Companies and from the Vodafone Companies, to use, to permit access to and to disclose Entity's CPNI among the Verizon Companies, to their agents, contractors, and partners, and to the Vodafone Companies. (The "Vodafone Companies" refers to Vodafone Group PLC, Vodafone Group Service Limited, their affiliates and partner networks.) Entity has a right to disapprove of these uses of CPNI, and may withdraw or limit this consent at any time by e-mailing Verizon Wireless at cpni-notices@verizonwireless.com. Entity's consent will remain valid until Verizon Wireless receives such a notice withdrawing consent. Entity's refusal or withdrawal of consent will not affect the provision of services to which Entity subscribes.

Verizon Wireless Entity Agreement Terms and Conditions

Note to Connecticut Customers: Any questions or concerns about your service? Please call Customer Care at: 1-800-VZW 4 BIZ or *611 from your wireless phone. If we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC): Online: www.state.ct.us/dpuc; Phone: 866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Export Controls: Entity acknowledges that the export, import, and use of certain hardware, software, and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations such as those that prohibit Equipment or Wireless Service from being used in or accessed by a national of Cuba, Iran, North Korea, Sudan, Syria or any other sanctioned or embargoed country. If Entity chooses to access or use the Equipment or Wireless Service or any website or portal maintained by Verizon Wireless from locations outside the United States, Entity does so on its own initiative and will be solely responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which Entity is accessing or using the Equipment or Wireless Service or such website or portal. Entity acknowledges that Verizon Wireless has made no representations concerning the appropriateness or availability of the content on any website or portal maintained by Verizon Wireless when accessed in locations outside the United States, and accessing same from locations where their contents are illegal is prohibited.

HIPAA Compliance: In the event that Entity uses the Wireless Service (whether immediately or at any future time) to transmit, receive, store or process Protected Health Information ("PHI"), as that term is defined by the Health Information Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act as amended and as implemented by the associated regulations (the "Acts"), Entity shall (i) comply with the Acts; (ii) encrypt all PHI at rest and in motion in accordance with the Guidance provided by the Department of Health and Human Services in the Federal Register Vol. 74, No. 79 on page 19006 (dated April 27, 2009); and (iii) comply with Verizon Wireless's applicable insurance requirements. The Parties acknowledge that Entity has advised Verizon Wireless as to whether Entity has any present intention to use the Wireless Service to transmit, receive, store or process PHI, and that if Entity indicated that it does then Verizon Wireless has provided Entity with a copy of Verizon Wireless's applicable insurance requirements as currently in effect. If Entity indicated that it does not, then Entity will obtain the then-applicable insurance requirements from Verizon Wireless before such time, if any, as it commences to transmit, receive, store or process PHI.

Use of Wireless Service for Remote Medical Monitoring: In the event that Entity plans to use the Wireless Service for the purpose of remote medical monitoring, Entity shall promptly notify Verizon Wireless of its plans to do so and will comply with Verizon Wireless's then-applicable insurance requirements, as provided to Entity following such notification.

Verizon Wireless Entity Agreement Terms and Conditions

Custom 0 Minute Nationwide for Business SharePlan: Corporate Subscribers Only

This Custom 0 Minute Nationwide for Business SharePlan is NOT eligible for monthly access fee discounts.

- Unlimited National Mobile to Mobile Calling Minutes
- No Domestic Roaming or Long Distance Charges
- Unlimited Night & Weekend Minutes

Monthly Anytime Voice Minutes	Talk	Per Minute Rate After Allowance
	Monthly Access Fee	
0	\$19.99	\$0.25
Share Option	Included	
Data Sent or Received	\$1.99/MB or per data package*	

Notes: Current Nationwide Calling Plan coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features, and options. This calling plan requires Corporate Subscribers to choose a twenty-four (24) month Line Term. *Smartphones require a data package. Customer may not have more than 50% of its total Nationwide for Business SharePlan subscriber lines on this Custom 0 Minute Nationwide for Business SharePlan; otherwise, Verizon Wireless reserves the right to migrate all additional Corporate Subscribers to the Custom 200 Minute Nationwide for Business SharePlan. Activation on this Custom 0 Minute Nationwide for Business SharePlan requires Corporate Subscribers to select a 24-month Line Term.

Custom 200 Minute Nationwide for Business SharePlan: Corporate Subscribers Only

This Custom 200 Minute Nationwide for Business SharePlan is eligible for monthly access fee discounts.

- Unlimited National Mobile to Mobile Calling Minutes
- No Domestic Roaming or Long Distance Charges
- Unlimited Night & Weekend Minutes

Monthly Anytime Voice Minutes	Talk	Per Minute Rate After Allowance
	Monthly Access Fee	
200	\$34.99	\$0.25
Share Option	Included	
Data Sent or Received	\$1.99/MB or per data package*	

Notes: Current Nationwide Calling Plan coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features, and options. *Smartphones require a data package. Activation on this Custom 200 Minute Nationwide for Business SharePlan requires Corporate Subscribers to select a 24-month Line Term.

Nationwide Emergency Calling Plan: Corporate Subscribers Only

The Nationwide Emergency Calling Plan is not eligible for monthly access fee discounts.

Monthly Access Fee	\$0.00
Home Airtime Rate Per Minute	\$1.69
Verizon Wireless Long Distance Rate	Included

Notes: Current Nationwide Calling Plan coverage details can be found at www.verizonwireless.com. The Nationwide Emergency Calling Plan is available for new activations only, lines currently in service may not migrate to the Nationwide Emergency Calling Plan. Only handsets, and no data devices or advanced devices may be used with this Nationwide Emergency Calling Plan. Due to billing system limitations some Subscribers may be charged a monthly access fee of \$0.01 per month. There are no included features in the Nationwide Emergency Calling Plan and no features may be added to this plan. Participant's lines on the Nationwide Emergency Calling Plan will not count toward the Corporate and Employee Subscriber Attainment Tier. Each Participant that individually achieve and maintain a minimum of one thousand (1,000) Subscriber lines of service may activate up to two hundred (200) Corporate Subscribers on the Nationwide Emergency Calling Plan. Each Participant that individually achieve and maintain a minimum of five hundred (500) Subscriber lines of service may activate up to fifty (50) Corporate Subscribers on the Nationwide Emergency Calling Plan. Equipment must be provided by Participant.

Custom 3G/4G Mobile Broadband Emergency Data Plan: Corporate Subscribers Only*

This Custom Mobile Broadband Emergency Data Plan is NOT eligible for monthly access fee discounts or promotions.

With a PC Card or USB Modem, or notebook with Mobile Broadband Built-In

Monthly Access Fee	\$0.00
Per MB Rate	\$1.00
National Access Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
Per Minute Rate†	\$0.25 per minute
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See the Calling Plan and Feature Details in the Agreement for important information about calling plans, features and options. *Only Entities that individually have a minimum of 1,000 Corporate Subscribers in service are eligible for this plan. Entity may not have more than one hundred (100) Entity Corporate Subscriber lines on this Custom Mobile Broadband Emergency Plan at any given time.

Verizon Wireless Entity Agreement Terms and Conditions

Custom Nationwide Unlimited Push to Talk Feature: Corporate Subscribers Only

This Custom Nationwide Unlimited Push to Talk Calling Plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$0.00
Home Airtime Minutes*	0
One to One Push to Talk	Unlimited
Data Sent or Received**	\$1.99/MB or per data package

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features, and options. *Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 or 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, Subscribers will be charged \$0.25 per minute for non-Push to Talk voice calls. **Smartphones require a data package. Activation on this Custom Nationwide Unlimited Push to Talk Feature requires Corporate Subscribers to select a twenty-four (24) month Line Term. †This Custom Nationwide Unlimited Push to Talk Feature may only be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. The underlying calling plan determines the rates for voice airtime and domestic long distance.

Custom Nationwide Unlimited Push to Talk Calling Plan: Corporate Subscribers Only

This Custom Nationwide Unlimited Push to Talk Calling Plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$24.99
Home Airtime Minutes*	0
One to One Push to Talk	Unlimited
Data Sent or Received**	\$1.99/MB or per data package

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features, and options. *Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 or 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, Subscribers will be charged \$0.25 per minute for non-Push to Talk voice calls. **Smartphones require a data package. Activation on this Custom Nationwide Unlimited Push to Talk Calling Plan requires Corporate Subscribers to select a twenty-four (24) month Line Term.

Custom Mobile Broadband Connect Feature

The Custom Mobile Broadband Connect Features are NOT eligible for monthly access fee discounts and promotions.

Mobile Broadband Connect Features	
With a Mobile Broadband Connect – capable handset	
Monthly Access Fee	\$10.00†
Monthly Allowance*	1 GB
Per MB Rate After Allowance	\$0.05
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
Per Minute Rate†	\$0.25 per minute
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Due to billing system limitations in connection with this Custom Mobile Broadband Connect Feature, unbilled data usage will be aggregated and Verizon Wireless resources to monitor such usage (such as dialing #DATA or calling Participant Care) will not be able to segregate Mobile Broadband Connect usage from other types of data usage (such as Mobile Email). Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. †With any qualifying voice calling plan with a monthly access fee of \$39.99 or higher coupled with a Data Feature.

Verizon Wireless Entity Agreement Terms and Conditions

Custom 4G Mobile Broadband SharePlans*: Corporate Subscribers Only

For Internet browsing, email, or intranet access

These Custom 4G Mobile Broadband SharePlans are eligible for monthly access fee discounts.

	4G Mobile Broadband	
Monthly Access Fee	\$55.00	\$85.00
GB Allowance	5 GB	10 GB
Overage Rate	\$10.00 per GB	
NationalAccess Roaming	\$0.002 per KB (Canada) / \$0.005 per KB (Mexico)	

Notes: 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. See attached Calling Plan and Feature Details for important information about calling plans, features, and options. *Customer must maintain a minimum of five hundred (500) Corporate Subscribers on Mobile Broadband plans at all times; otherwise, Verizon Wireless reserves the right to cease offering this Custom 4G Mobile Broadband SharePlans to new Corporate Subscribers and migrate existing Corporate Subscribers on these Custom 4G Mobile Broadband SharePlans to the then-current, standard 4G Mobile Broadband Data Plans.

Sharing: Sharing is available only among Corporate Subscribers to these 4G Mobile Broadband SharePlans. Unused allowances will be distributed proportionally as a ratio of the GBs needed by each applicable line of service. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance, during the same monthly bill period.

Custom Business Email Feature: Corporate Subscribers Only

Compatible with server based email solutions

This Custom Business Email Feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee†	\$24.99
GB Allowance	3 GB
Per GB Rate After Allowance	\$10.00
NationalAccess Roaming	\$0.002 per KB (Canada) / \$0.005 per KB (Mexico)
Per Minute Rate	Per the Voice Calling Plan

Notes: 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. See attached Calling Plan and Feature Details for important information about calling plans, features, and options. †Optional Feature may only be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. The underlying calling plan determines the rates for voice airtime and domestic long distance. Activation on this Custom 3G or 4G Business Email Feature requires Corporate Subscribers to select a twenty-four (24) month Line Term.

Custom GlobalEmail Data Feature: Corporate Subscribers Only

Global Smartphones or Global BlackBerry

This Custom Global Email Feature is NOT eligible for monthly access fee discounts and promotions.

	As a feature added to an eligible Calling Plan†		
Monthly Access Fee	\$64.99		
Domestic Monthly GB Allowance	2 GB		
Domestic per GB Rate After Allowance	\$10.00 per each additional GB used		
International GB Allowance	1GB		
International per KB Rate After Allowance	Canada	Mexico	Rest of the World
	\$0.002 per KB	\$0.005 per KB	\$0.02 per KB
	Voice Usage		
Domestic Per Minute Rate††	Per the voice calling plan		
International Voice	Global Phone, and CDMA roaming rates for calls made while traveling internationally		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher.

††Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. Activation on this feature requires Corporate Subscribers to select a twenty-four (24) month Line Term.

Verizon Wireless Entity Agreement Terms and Conditions

Custom Machine to Machine (M2M) Utilities Tiered Plan

The Custom Machine to Machine (M2M) Utilities Tiered Plan is NOT eligible for discounts.

This Plan is for fixed/stationary devices only.

Monthly Access Fee per Device	Data Usage Tiers (MBs)	Price/MB
\$0.50	0 – 249.99 MB	\$1.15
	250 – 999.99 MB	\$1.00
	1,000 – 2,499.99 MB	\$0.75
	2,500 MB +	\$0.50

Note: This Custom Machine to Machine (M2M) Utilities Tiered SharePlan is restricted to Verizon Wireless network use only; domestic roaming not available. Current data coverage details can be found at www.verizonwireless.com. See attached Verizon Wireless Plan and Feature Details for important information about calling plans, features and options. Corporate Subscribers must select a twenty four (24) month Line Term. All lines on this Plan must be on a separate account profile from Customer's other Voice, Data and Machine to Machine lines. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs. Data usage from all lines active, at any time during the bill cycle, on the this plan will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate. This Plan is for fixed/stationary devices only; mobile devices are restricted from use on this plan. Customer must maintain a minimum of two hundred (200) M2M Lines on this plan.

Custom Machine to Machine (M2M) High Use SharePlan

The Custom Machine to Machine (M2M) High Use SharePlan IS eligible for Monthly Access Fee Discounts, when available.

Monthly Access Fee (with Sharing)	Data Allowance	Overage Rate per GB
\$90.00	10 GB	\$10.00/GB

Note: This Custom Machine to Machine (M2M) High Use SharePlan is restricted to Verizon Wireless network use only; domestic roaming not available. Current data coverage details can be found at www.verizonwireless.com. See attached Verizon Wireless Plan and Feature Details for important information about calling plans, features and options. Corporate Subscribers must select a minimum twelve (12) month Line Term. Lines on this Custom Machine to Machine (M2M) High Use SharePlan may only share unused KB's with other Lines on this Custom Machine to Machine (M2M) High Use SharePlan. Each sharing Line's unused KBs will pass to other sharing Lines that have exceeded their data allowance, during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines.

Verizon Wireless Entity Agreement Terms and Conditions

Verizon Wireless Plan and Feature Details

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited Messaging is included with the Talk & Text Plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included.

Friends & Family for Business: Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the global services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and

Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. The Push to Talk feature can be added to plans with a monthly access fee of \$34.99 or higher.

For optimal Push to Talk performance, all callers on a Push to Talk session must have a device that supports EV-DO Rev. A and receives EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls will go directly to Voice Mail. When you are on a voice call, you can't receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The accuracy of presence information may be affected by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and plan/feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

International Eligibility: International Eligibility requires a minimum payment history and credit approval; a contract term and security deposit may also be required. Failure to maintain these requirements may result in suspension of International Eligibility without notice. You can remove International Eligibility at any time by calling Customer Service. You are responsible for any unauthorized use of your SIM Card and will safeguard security codes. Upon termination of service, destroy your Verizon Wireless SIM Card. **See www.verizonwireless.com/global for details.**

International Long Distance: International Eligibility is required to make international calls to most countries, but calls to some North American destinations can be made without it. **Additional surcharges may apply when calling certain countries; see www.verizonwireless.com/global for details.**

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: If you use a 3G device in destinations with CDMA coverage, global voice and/or data roaming services will be immediately available at the rates applicable to those countries. In other countries, you must first meet International Eligibility requirements and may need to activate a SIM card for global voice/ data roaming services. You must subscribe to a domestic Mobile Hotspot plan to use the service globally. GSM and UMTS voice roaming is not currently available on 4G devices. GSM and UMTS roaming is not

Verizon Wireless Entity Agreement Terms and Conditions

Verizon Wireless Plan and Feature Details

currently available on 4G devices. Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using Global Phone services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless Nationwide Rate and Coverage Area.

Roaming in CDMA countries outside of the US: CDMA Roaming rates are available at www.verizonwireless.com. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the SEND or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit verizonwireless.com/vzwoptimization www.verizonwireless.com/global.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can

last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law.** [See verizonwireless.com/privacy] **Data Roaming:** In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. In other available countries, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/global

Global Data Optional Features: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and Global Data Optional Features subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install Global Data Optional Features VZAccess ManagerSM and run the OTA wizard. Global Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area

Verizon Wireless Entity Agreement Terms and Conditions

Verizon Wireless Plan and Feature Details

every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. .

Global Email SIM Cards: SIM Cards are available for use with your Global PC Card, Global Smartphone, or Global Phone. Verizon Wireless is not responsible

for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your GlobalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

Verizon Wireless Entity Agreement Terms and Conditions

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

ATTACHMENT A
Additional Pricing Offers

Text Messaging Offer: Participant's Corporate Subscribers on an eligible voice calling plan with a monthly access fee of \$34.99 or higher, qualify to choose one of the following: (1) five hundred (500) domestic Text Messages for five dollars (\$5.00) per month; (2) one thousand (1,000) domestic Text/PIX/FLIX Messages and unlimited Mobile to Mobile Messages for ten dollars (\$10.00) per month; or (3) unlimited domestic Text/PIX/FLIX Messages and unlimited Mobile to Mobile Messages for fifteen dollars (\$15.00) per month. Corporate Subscribers selecting eligible calling plans with monthly access fees of \$39.99 or higher, qualify to receive one hundred (100) domestic Text Messages at no charge. The additional one hundred (100) domestic Text Messages cannot be combined with the above Text Messaging Offers. The overage rate is \$0.10 per message, per address (sent or received), and are subject to change. Prevailing rates apply to all other messages. This offer is not discountable and cannot be combined with any other messaging offer, program, or promotion.

Participant will also qualify for quarterly promotional equipment offers that are available to Participants Corporate-liable customers. All offers are subject to availability, while supplies last.



AGENDA ITEM NO:
AGENDA DATE: December 16, 2014

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept the lowest quote for battery and charger at Starkville Primary Substation and Northeast Substation. Quotes are as follows:

SAFT: Primary Substation Battery & Charger - \$20,188.59
Northeast Substation Battery & Charger - \$26,922.50

HV Sales Company, Inc.: Primary Substation Battery & Charger - \$21,197.72
Northeast Substation Battery & Charger - \$28,268.73

AMOUNT & SOURCE OF FUNDING: FY 2015 Capital Budget.

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Request authorization to accept the lowest quote for battery and charger at Starkville Primary Substation and Northeast Substation.

SUGGESTED MOTION: “Move approval for Starkville Electric Department to accept the lowest quote for battery and charger at Starkville Primary Substation and Northeast Substation.”



H V SALES COMPANY, INC.

A Professional Sales Organization for Electrical Equipment
www.hvsales.com

December 4, 2014

Tommy Sullivan
Starkville Electric Department
605 Highway 182 East
Starkville, MS 39759

Re: Bid for Starkville Electric Department – Battery Replacements at Primary & Northeast Starkville Substations

Dear Mr. Sullivan:

I am pleased to offer this quotation.

Primary Substation:

Batteries: Ninety (90) SPH 70 NiCad Cells = \$19,788

Battery Rack: Rack Type SGN 4-21 = \$650.16

Containment: Enviroguard EAGLE-AK-21-87 = \$759.56

Total Price for Primary Substation: \$21,197.72

Northeast Starkville Substation:

Batteries: Ninety (90) SPH 90 NiCad Cells = \$23,644

Battery Charger: EnerGenius IQ Q120-016-511 = \$3,113.46

Battery Rack: Rack Type E-SGL 2-18 = \$762.93

Containment: Enviroguard EAGLE-AK-24-75 = \$748.34

Total Price for Northeast Starkville Substation: \$28,268.73

BATON ROUGE

4520 S. Sherwood Forest Suite 104-272
Baton Rouge, LA 70816
Phone: 225-291-2314
Fax: 225-291-3543

HOUSTON

2933 Landing Edge Lane
Dickinson, TX 77539
Phone: 281-337-5400
Fax: 281-337-5422

MEMPHIS

9245 Poplar Ave Suite 8 = 143
Germantown, TN 38138
Phone: 901-748-0562
Fax: 901-748-0564

OXFORD

1739 University Ave #173
Oxford, MS 38655
Phone: 662-638-3545
Fax: 662-638-3547



H V SALES COMPANY, INC.

A Professional Sales Organization for Electrical Equipment
www.hvsales.com

The total price for this bid for all Substations is \$49,466.45.

Disposal of existing SBM 56 NiCAD batteries at each station will be covered by Safe America, Inc. Starkville Electric Department will only have to pay for shipping to the recycling facility.

Batteries, Chargers, Rack and Containment: FOB Factory. Actual Freight Added to Invoice

Delivery: NiCad Cells & Rack - 12-14 weeks ARO
Charger - 3-4 weeks ARO
Containment - 3-4 weeks ARO

Net 30 Days

Thank you for this opportunity.

Sincerely,

Jason Simon
Account Manager

BATON ROUGE

4520 S. Sherwood Forest Suite 104-272
Baton Rouge, LA 70816
Phone: 225-291-2314
Fax: 225-291-3543

HOUSTON

2933 Landing Edge Lane
Dickinson, TX 77539
Phone: 281-337-5400
Fax: 281-337-5422

MEMPHIS

9245 Poplar Ave Suite 8 + 142
Cermantown, TN 38138
Phone: 901-748-0562
Fax: 901-748-0564

OXFORD

1739 University Ave #173
Oxford, MS 38655
Phone: 662-638-3545
Fax: 601-638-3547



Saft America, Inc.

3 Powdered Metals Drive
North Haven, CT 06473

☎ (203) 985-2700 ☎ (203) 985-2739

Visit US at www.saftbatteries.com

Bill Cote
☎ (203) 985-2721
E-mail: bill.cote@saftbatteries.com

Quotation No.	QWTC141203- starkvilleelectricdept
Revision No.	00

Friday, December 05, 2014

To: Tommy Sullivan Starkville Electric Department 605 Highway 182 East Starkville, MS 39759 ☎ ☎	Saft Rep: Saft America Inc. 3 Powdered Metal Drive North Haven, CT 06473 ☎ (203) 985-2734 ☎ (203) 985-2739
--	--

Item	Qty	Description	NET Each (US \$)	Extended (US \$)
1	1	SPH70 , 70Ah, Nickel-Cadmium, 1.2VDC Per Cell 125VDC system consisting of 90 x SPH70's (90 cells) Battery includes hardware (Inter-cell connector bars), Inter-Step cables	\$18,846.	\$18,846.
2	1	SN4210, SGN 4-21 , 4 Step Rack Length: 82.68", Width: 16.93", Height: 19.09", Height w/Battery: 31.18"	\$619.20	\$619.20
3	1	EAGLE-K-21-87 , Spill Containment System Eagle, Floor Anchor, Standard Nab Pills & SOC's	\$723.39	\$723.39
4	1	SPH90 , 90Ah, Nickel-Cadmium, 1.2VDC Per Cell 125VDC system consisting of 90 x SPH70's (90 cells) Battery includes hardware (Inter-cell connector bars), Inter-Step and Inter-Tier cables	\$22,518	\$22,518
5	1	EnerGenius IQ , Battery Charger Q120-016-TL511AS Microprocessor Controlled Battery Charger Input: 120VAC, 1 Phase, 60 Hz Output: 120VDC, 16 Amp Features and Options to Include: Filtered charger: 100 mV ripple w/ battery Dual microprocessor controlled, front panel user interface On-board battery checking Black box data recorder Package A: Summary Form C alarm relay- Activates on any of the following alarms: AC fail, Charger fail, Low DC Volts, High DC volts, end of discharge, ground fault, and battery check fail Digital amp and volt meter Q1 Enclosure C-UL listed Five year warranty	\$2,965.20	\$2,965.20

**Saft America, Inc.**

3 Powdered Metals Drive

North Haven, CT 06473

☎ (203) 985-2700

☎ (203) 985-2739

Visit us at www.saftbatteries.com

6	1	SL2185 , 2- Tier, 2- Row Length: 70.87", Width: 19.69", Height: 50.79", Height w/Battery: 64.18"	\$726.60	\$726.60
7	1	EAGLE-K-24-75 , Spill Containment Sytem Eagle, Floor Anchor, Standard Nab Pills & SOC's	\$712.70	\$712.70

Technical:

Battery Sizing done by others

Disposal of existing SBM 56 NiCAD batteries at each station will be covered by Saft America, Inc.

Starkville Electric Department will only have to pay for shipping to the recycling facility.

Terms of Sale:

Offer: This offer is made Subject to Contract

Terms: **Saft's Terms and Conditions of Sale shall apply in full**

Payment: Net thirty days from date of invoice, subject to credit approval

Validity: 30 days net

Ship Point: Battery & Rack - Ex-works Factory - North Haven, CT 06473

Charger - Ex-works Factory - Longmont, CO 80501

Spill Containment - Montclair, CA 91763

Lead-Time: 10-11 weeks, after the receipt of a purchase order/ release, product subject to prior sale.

Prices: Firm & fixed for deliveries through the end of March 2015'

Additional: Freight / Duties & Tax: Extra - Not included in quote

Best regards,

William Cote

William Cote

Technical Sales Coordinator

Saft America, Inc.

PRIMARY SUB TOTAL = \$20,188.59

NORTHEAST SUB TOTAL = \$26,922.50

GRAND TOTAL = \$47,111.09



AGENDA ITEM NO:
AGENDA DATE: December 16, 2014

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Electric Department to enter into an agreement with TVA and Southwire to continue Southwire's 5 Minute Response Interruptible Program. Southwire's initial term for our offered 5MR rate expired November 2014.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Request authorization for Starkville Electric Department to enter into an agreement with TVA and Southwire to continue Southwire's 5 Minute Response Interruptible Program.

SUGGESTED MOTION: "Move approval for Starkville Electric Department to enter into an agreement with TVA and Southwire to continue Southwire's 5 Minute Response Interruptible Program."

5 MR AGREEMENT

Date: _____

Contract No. 9428

THIS AGREEMENT (5 MR Agreement) is made and entered into by and among the following parties:

COMPANY: SOUTHWIRE COMPANY

Legal Status: a corporation created and existing under and by virtue of the laws of the State of Georgia

Mail Notices

to: Plant Manager

at: Southwire Company
Post Office Box 967
Starkville, Mississippi 39760

Telephone numbers for suspension notices: 662-418-4409 is the number of the dedicated line designated in accordance with subsection 3.6.3 below.

If no one is reached at the dedicated line, TVA may (without obligation) also provide suspension notices at the following number(s): 662-312-1905 and 662-617-5094.

DISTRIBUTOR: CITY OF STARKVILLE, MISSISSIPPI

Legal Status: a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi

Mail Notices

to: General Manager

at: Starkville Electric Department
Post Office Box 927
Starkville, Mississippi 39760-0927

TVA: TENNESSEE VALLEY AUTHORITY

Legal Status: a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act)

Mail Notices

to: Senior Manager, Power Customer Contracts

at: Tennessee Valley Authority
400 West Summit Hill Drive, WT 3D-K
Knoxville, Tennessee 37902-1401

W I T N E S S E T H:

WHEREAS, Distributor purchases power from TVA for resale under Power Contract TV-48326A, dated February 8, 1978, as amended; and

WHEREAS, the power supply contract between Distributor and Company, dated February 1, 2012 (Company Contract), provides for a contract demand of 3,600 kW for a remaining term of at least five years for the operation of Company's plant in Starkville, Mississippi; and

WHEREAS, Distributor and Company wish to participate in TVA's 5 Minute Response (5 MR) Interruptible Program under which a portion of Company's contract demand will be designated as 5 MR interruptible power; and

WHEREAS, Company, Distributor, and TVA wish to supplement and amend the Company Contract in the respects necessary to provide for such participation during the term of this 5 MR Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the provisions of the TVA Act, the parties enter into this 5 MR Agreement by agreeing as follows:

SECTION 1 - DEFINITIONS

As used in this 5 MR Agreement:

1.1 **"5 MR Demand"** for any clock half-hour shall mean the amount (up to and including the 5 MR available in that half-hour), if any, by which the Total Demand for that half-hour exceeds the Protected Demand.

1.2 **"Billing Period"** shall mean the period of time from the Meter-Reading Time in one calendar month to the Meter-Reading Time in the next calendar month used to determine the power and energy amounts for which Company is to be billed.

1.3 **"Demand Ratchet"** shall mean the exception language set out in the section headed "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts" of the Rate Schedule which establishes the level below which billing demand cannot fall.

1.4 **"Effective Interruptible Demand"** shall mean the kW amount of 5 MR Demand that TVA, in its reasonable judgment, deems to be available for suspension at the time of the 200 highest hourly average kW amounts of TVA's system load each year.

1.5 **"Excess Demand"** for any clock half-hour shall mean the amount, if any, by which the Total Demand for that half-hour exceeds the aggregate amount of (a) the Protected Demand and (b) the 5 MR Demand for that clock half-hour.

1.6 **"Guidelines"** shall mean the Suspension Noncompliance Guidelines attached to and made a part of this 5 MR Agreement. The Guidelines may be changed or adjusted by TVA from time-to-time upon 60 days' notice; provided, however, that (a) any Credit Reduction Charge amount provided for by the Guidelines may only be changed or adjusted as provided for in 3.5 below and (b) with respect to Guideline 6 - Termination, no change or adjustment to the Guidelines shall reduce (i) the noncompliance threshold giving rise to TVA's termination right to an amount less than 10 percent or (ii) the notice period for any such termination to less than 60 days.

1.7 **"Meter-Reading Time"** for any calendar month shall mean 0000 hours Central Prevailing Time, on the first day of the following calendar month, except that Distributor, after first obtaining TVA's concurrence, may change the time and date of the meter reading upon notice to Company and TVA.

1.8 “Offpeak Contract Demand” shall mean the total kW amount of power made available during Offpeak Hours under the Company Contract.

1.9 “Offpeak Hours” shall mean the hours designated as offpeak hours under the section headed “Determination of Onpeak and Offpeak Hours” of the Rate Schedule.

1.10 “Onpeak 5 MR Demand” shall mean the 5 MR Demand established during the Onpeak Hours.

1.11 “Onpeak Contract Demand” shall mean the total kW amount of power made available during Onpeak Hours under the Company Contract.

1.12 “Onpeak Hours” shall mean the hours designated as onpeak hours under the section headed “Determination of Onpeak and Offpeak Hours” of the Rate Schedule.

1.13 “Proprietary Information” shall mean any and all information related to projected forecasts of TVA’s power system operations and other forecasts relative to potential suspensions of 5 MR disclosed by TVA to Company whether via the System or otherwise.

1.14 “Protected Demand” shall mean the portion of the Onpeak Contract Demand and the Offpeak Contract Demand specified in 3.1 below that is not subject to suspension of availability under 3.6 below.

1.15 “Rate Schedule” shall mean Distributor’s rate schedule applicable for billing Company under the Company Contract, as it may be modified, changed, replaced, or adjusted from time to time as provided under contractual arrangements between Distributor and TVA (together with the currently effective Adjustment Addendum).

1.16 “Summer Period” shall mean the billing months designated as the Summer Period under the section headed “Determination of Seasonal Periods” of the Rate Schedule.”

1.17 “System” shall mean the computer-based information system or other information system designated by TVA under 3.7 below.

1.18 “Total Demand” for each clock half-hour shall be the average amount during that half-hour of Company’s load measured in kW.

1.19 “Transition Period” shall mean the billing months designated as the Transition Period under the section headed “Determination of Seasonal Periods” of the Rate Schedule.”

1.20 “Winter Period” shall mean the billing months designated as the Winter Period under the section headed “Determination of Seasonal Periods” of the Rate Schedule.”

SECTION 2 - TERM AND TERMINATION

2.1 Effective Date and Term. This 5 MR Agreement shall become effective as of 0000 hours Central Prevailing Time on _____ (Effective Date). Except as otherwise provided, it shall continue in effect through the first Meter-Reading Time that falls at least 5 years after the Effective Date of this 5 MR Agreement.

2.2 Termination of 5 MR Agreement. This 5 MR Agreement may be terminated:

- (a) by any party effective on or after the 3rd anniversary of the Effective Date by such party giving at least 2 years' notice;
- (b) by Company in the event that any annual decrease in the 5 MR Credit Amount is more than 12 percent, upon at least 15 days' notice to TVA prior to the effective date of such decrease;
- (c) by Company in the event that any annual increase in the 5 MR Credit Reduction Charge is more than 12 percent, upon at least 15 days' notice to TVA prior to the effective date of such increase;
- (d) by TVA or Distributor in accordance with the Guidelines; or
- (e) by TVA or Distributor upon at least 60 days' notice if: (i) Company does not maintain a current Load Reduction Plan, (ii) Company's Effective Interruptible Demand drops below 500 kW, or (iii) Company fails to respond properly to a test of any system that would be utilized by TVA to suspend 5 MR in accordance with 3.6 below.

2.3 Termination of Company Contract. Notwithstanding anything in the Company Contract that may be construed to the contrary, except as otherwise provided below, the parties agree that during the term of this 5 MR Agreement, no notice of termination or notice of non-renewal by Company or Distributor to terminate the Company Contract shall be effective sooner than the date on which termination of this 5 MR Agreement can be achieved under 2.2 (a) above. It is expressly recognized that this 5 MR Agreement and the Company Contract may be terminated by Distributor, or power supply from Distributor under the Company Contract may be suspended, in accordance with the Rules and Regulations of Distributor.

SECTION 3 - 5 MR

3.1 Protected Demand and 5 MR Availability. Subject to the other provisions of this 5 MR Agreement and the Company Contract, during the term of this 5 MR Agreement the provisions of the Company Contract providing for Company's contract demand shall be deemed amended in the respects necessary to provide:

- (a) that 2,100 kW of Company's Onpeak Contract Demand and Offpeak Contract Demand is designated to be Protected Demand,
- (b) that 1,500 kW shall be the portion of Company's Onpeak Contract Demand designated as 5 MR and subject to suspension of availability under 3.6 below,
- (c) that 1,500 kW shall be the portion of Company's Offpeak Contract Demand designated as 5 MR and subject to suspension of availability under 3.6 below, and
- (d) that Distributor shall make the 5 MR portion of Company's Onpeak Contract Demand and Offpeak Contract Demand available, in such amounts as TVA, in its judgment, is able to supply, up to and including the kW amount of 5 MR specified in (b) and (c) above.

Further, it is expressly recognized and agreed that the Protected Demand and the kW amount of 5 MR made available under this 5 MR Agreement may be adjusted by TVA in accordance with the Guidelines.

3.2 Determination of Billing Amounts. For purposes of determining the charges under the Rate Schedule, the following shall apply:

3.2.1 Billing Demand. The highest Total Demand in the Onpeak Hours of a Billing Period and the highest Total Demand in the Offpeak Hours of a Billing Period shall be the onpeak and offpeak billing demands, respectively; provided, however, that said onpeak and offpeak billing demands (collectively referred to as “billing demands”) shall in no case be less than the amount calculated under the Demand Ratchet.

3.2.2 Excess Demand. For purposes of applying the charges set out in the section headed “Base Charges” of the Rate Schedule, the additional amount to be applied as a part of the demand charge applicable to:

- (a) the amount “by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher,” in the Summer Period and Winter Period, and
- (b) the amount “by which the customer's offpeak billing demand exceeds its offpeak contract demand” in the Transition Period,

shall for purposes of this 5 MR Agreement, this additional amount shall be applied to each kW of Company's highest Excess Demand established during a Billing Period.

3.3 Conflicts. In the event of any conflict between the Rate Schedule and this 5 MR Agreement, this 5 MR Agreement shall control. In the event of any conflicts between the Company Contract and this 5 MR Agreement, this 5 MR Agreement shall control.

3.4 Administrative Costs Charge. To help recover administrative and other costs of making the 5 MR program available (Administrative Costs), Distributor's monthly power invoice to Company shall include, and Company shall pay, a monthly Administrative Costs Charge (currently \$350). This charge shall be due and payable each month on the due date for the monthly power invoice. Not more frequently than annually, by at least 60 days' notice to Company, TVA may increase or decrease the Administrative Costs Charge to reflect changes in TVA's or Distributor's Administrative Costs.

3.5 5 MR Credit.

3.5.1 Credit Amount. In each month of the Summer Period and the Winter Period, a credit shall be applied to Company's bill (Credit Amount). During each month of the Summer Period, the Credit Amount shall be \$8.40 per kW of the highest Onpeak 5 MR Demand established in those months. During each month of the Winter Period, the Credit Amount shall be \$3.60 per kW of the highest Onpeak 5 MR Demand established in those months. In each month of the Transition Period, no Credit Amount shall apply to Company's bill under this 5 MR Agreement.

It is expressly recognized and agreed that Company shall remain obligated to discontinue its 5 MR takings for periods of suspension that may include hours during a Transition Period or other Offpeak Hours.

3.5.2 Credit Reduction Charge. In each Billing Period during which Company fails to suspend its 5 MR takings as required under 3.6 below, a charge (Credit Reduction Charge) shall be applied to Company's bill as set out in the Guidelines.

It is expressly recognized that application of the Credit Reduction Charge shall be without prejudice to any other rights of Distributor or TVA that may arise due to any failure by Company to comply with a 5 MR suspension.

3.5.3 Adjustments. Not more frequently than once in any 12-month period, by at least 60 days' notice to Company, TVA may change or adjust:

(a) the Credit Amount provided for in 3.5.1 above, and/or

(b) any Credit Reduction Charge amount provided for in the Guidelines,

to assure TVA of such cost recovery as TVA determines to be necessary to meet the then-existing circumstances; provided, however, that any such changed or adjusted amounts shall be applied to all customers to which 5 MR is made available.

3.6 Reliability Suspensions of Availability

3.6.1 5 MR Subject to Suspension by Notice. TVA may suspend the availability of 5 MR upon 5 minutes' notice to Company. Such availability of 5 MR may be suspended at any time that TVA determines, in its sole judgment, that such a suspension is necessary or appropriate to address the reliability of the TVA system or the reliability of any portion of the TVA system.

Any such suspension shall become effective, and Company shall cease taking 5 MR, at the expiration of the 5-minute notice period. Notwithstanding anything that may be construed to the contrary, the availability of 5 MR remains at all times subject to the provisions of subsection 4.3 below covering interference with availability or use of power.

3.6.2 Suspension Periods. For billing purposes, each period of suspension shall begin when the suspension becomes effective and shall end at the time notice is given of the restoration of the availability of 5 MR; provided, however, that if such notice is not given before the end of the Billing Period in which a period of suspension begins, that period of suspension shall be deemed to end at the end of the Billing Period and a new period of suspension shall be deemed to begin at the start of the next Billing Period and continue until the time notice is given of the restoration of the availability of 5 MR.

3.6.3 Telephone Line for Suspension Notices. Company shall at all times maintain, in accordance with guidelines furnished or approved by TVA, a telephone line (or an alternative system approved by TVA) dedicated to the receipt of notices under this paragraph.

3.6.4 Load Reduction Plan. It is recognized that prior to the Effective Date of this agreement Company provided Distributor a plan certified by its authorized representative

(Load Reduction Plan) describing the actions that will be taken by Company to suspend its 5 MR takings as required under this subsection 3.6. Company shall update the Load Reduction Plan annually and provide Distributor with the updated plan by March 1 of each year. Annual updates of the Load Reduction Plan, acceptable to Distributor and TVA, shall be certified by an authorized representative of Company. It is expressly recognized that (a) Company has previously completed a Load Demonstration in accordance with the Guidelines and (b) Guideline 3 does not apply.

3.7 Power System Information.

- (a) For Company's convenience, TVA may from time to time provide Company with information related to projected forecasts of TVA's power system operations and other forecasts relative to potential suspensions of 5 MR availability via a System designated by TVA for obtaining access to such information or via other means. All such forecast information shall be deemed to be Proprietary Information and it is expressly recognized and agreed that Company's obligations with respect to such Proprietary Information provided during the term of this 5 MR Agreement shall survive its termination or expiration. The System will be owned, operated, and maintained by TVA.

As a condition of access to the System and in consideration of TVA's making Proprietary Information available to Company, (i) Company agrees not to divulge Proprietary Information to third parties without the written consent of TVA, and (ii) Company further agrees not to use the Proprietary Information disclosed to it by TVA to compete with TVA or for any purpose other than those set forth in this section 3. Nothing in this paragraph shall prevent Company from making disclosures to other parties that are required by law; provided, however, Company shall endeavor to secure the agreement of such other party to maintain the information in confidence. In the event that Company is unable to secure such agreement, Company shall notify TVA with reasonable promptness so that TVA may join Company in the pursuit of such an agreement of confidence, or take any other action it deems appropriate.

- (b) For Company's access to the System, Company shall provide, at its expense, such software, hardware, or other equipment as may be necessary. In addition, Company shall be responsible for any telephone or other communications charges incurred in connecting to the System in the manner designated by TVA. Company shall access the System only in accordance with guidelines furnished or approved by TVA and shall use the System only in connection with obtaining information about 5 MR under this 5 MR Agreement.
- (c) Nothing in this subsection 3.7 shall restrict or limit TVA's right to suspend 5 MR provided for in subsection 3.6 above and TVA may suspend 5 MR under said subsection 3.6 without regard to whether or not a potential suspension has been projected. Further, the failure or inability for any reason of Company to access information about a potential suspension, through the System or otherwise, shall not alter Company's obligation to comply with any suspension of 5 MR.
- (d) TVA makes no statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, of merchantability, fitness for a particular use or purpose, accuracy, or completeness, of any estimates, information, service, or equipment furnished or made available to Company under this subsection 3.7. Company hereby waives, and

releases the United States of America, TVA, and their directors, officers, agents, and employees from any and all claims, demands, or causes of action, including, without limitation, consequential damages, arising out of or in any way connected with any estimates, information, service, or equipment furnished or made available under this section.

SECTION 4 - MISCELLANEOUS PROVISIONS

4.1 Notices.

4.1.1 Notice. Any notice required by this 5 MR Agreement shall be deemed properly given if posted by TVA electronically on the System as defined under 3.7 above, e-mailed to the designated Company contact, or delivered in writing to the address specified by this 5 MR Agreement: (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

4.1.2 Certain Notices May Be Oral. Notices between the authorized operating representatives of the parties may be oral, except for notice of termination under section 2 of this 5 MR Agreement, which must be in writing. Notices that may be oral shall be confirmed as provided by one of the methods in 4.1.1 above. Notwithstanding anything else in this subsection 4.1, notices of suspension under subsection 3.6 may be oral and shall not require confirmation by TVA consistent with subsection 4.1.1 above.

4.1.3 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by either party by similar notice.

4.2 Relationship of Distributor, Company, and TVA.

4.2.1 Company to Remain a Customer of Distributor. It is expressly recognized that Company remains a customer of Distributor and is not a directly served customer of TVA. TVA is a party to this 5 MR Agreement only because of the unique nature of 5 MR. Distributor retains responsibility for all power service and customer relations matters except as provided otherwise with respect to 5 MR. TVA and Company may at any time communicate directly concerning matters relating to 5 MR; further TVA shall have sole responsibility for

(a) requiring reductions in availability of 5 MR, and

(b) maintenance of records of the status of the availability of 5 MR.

4.2.2 Additional Contract Amendments. No assignment of Company Contract or amendments of Company Contract relating to contract demand or term, shall be effective unless they are approved by TVA.

4.3 Interference With Availability of Power. The term "force majeure" shall be deemed to be a cause reasonably beyond the control of Distributor or TVA, such as, but without limitation to, injunction, administrative order, strike of employees, war, invasion, fire, accident, floods, backwater caused by floods, acts of God, or inability to obtain or ship essential services, materials, or equipment because of the effect of similar causes on suppliers or carriers. Acts of

God shall include without limitation the effects of drought if the drought is of such severity as to have a probability of occurrence not more often than an average of once in 40 years.

It is recognized by the parties that the availability of power to Company may be interrupted or curtailed from time to time during the term of this contract because of force majeure or otherwise. Company shall be solely responsible for providing and maintaining such equipment in its plant and such emergency operating procedures as may be required to safeguard persons on its property, its property, and its operations from the effects of such interruptions or curtailments. Company assumes all risk of loss, injury, or damage to Company resulting from such interruptions or curtailments.

4.4 Rate Schedule. It is recognized that, as of the Effective Date of this 5 MR Agreement, Company takes service from Distributor under a rate schedule that provides for different onpeak and offpeak demand charges (TOU Schedule). During the term of this 5 MR Agreement, Company shall not make arrangements with Distributor for service under any rate schedule other than a TOU Schedule without also amending this 5 MR Agreement to properly accommodate such service.

4.5 Metering. All of Distributor's revenue meters used to determine Company's power takings must have 5-minute interval capabilities in order to participate in 5 MR. In the event TVA identifies that the revenue meters are not providing 5-minute interval readings, this 5 MR Agreement will be suspended until such time the 5-minute interval revenue meters are installed and providing 5-minute interval data.

IN WITNESS WHEREOF, the parties have caused this 5 MR Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

SOUTHWIRE COMPANY

By _____
Title:

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:

TENNESSEE VALLEY AUTHORITY

By _____
Senior Manager
Power Customer Contracts

Suspension Noncompliance Guidelines

Guideline 1 - Definition of terms:

5-Minute Period: For any clock hour, the first 5-consecutive-minute clock interval measured from the beginning of that hour and each 5-consecutive-minute clock interval thereafter in that hour.

Average Noncompliant Load: During any suspension of the availability of 5 MR, the average kW amount by which Company's average load during each 5-Minute Period of the suspension period exceeds its Protected Demand, up to and including the amount of 5 MR available under subsection 3.1 of the Overlay.

Credit Reduction Charge: The charge that shall apply to Company in the event of a Noncompliance situation.

Company: Shall have the same definition as in the Overlay.

Guidelines: Shall have the same definition as in the Overlay.

Load Demonstration: A live test of Company's ability to achieve its Protected Demand level within 5 minutes' notice. If such live test is not an actual TVA suspension, Company shall provide Distributor and TVA at least 48 hours' notice of such Load Demonstration. If TVA calls for a suspension of the availability of 5 MR, and if Company is successful in achieving its Protected Demand level within 5 minutes' notice, such successful suspension shall count as Company's Load Demonstration. A Load Demonstration shall be completed within 24 months of the beginning of the Overlay.

Maximum Noncompliant Load: During any suspension of the availability of 5 MR, the maximum kW amount by which Company's average load in any 5-Minute Period of the suspension period exceeds the Protected Demand, up to and including the amount of 5 MR available under subsection 3.1 of the Overlay.

Noncompliance: The situation when TVA suspends the availability of 5 MR and Company does not suspend its entire 5 MR takings during any 5-Minute Period of a suspension in accordance with subsection 3.6 of the Overlay.

Noncompliance Percentage: The percentage calculated by dividing the Maximum Noncompliant Load by the kW amount of 5 MR made available under subsection 3.1 of the Overlay.

Overlay: The 5 MR Agreement (as it may be amended) to which these Guidelines are attached.

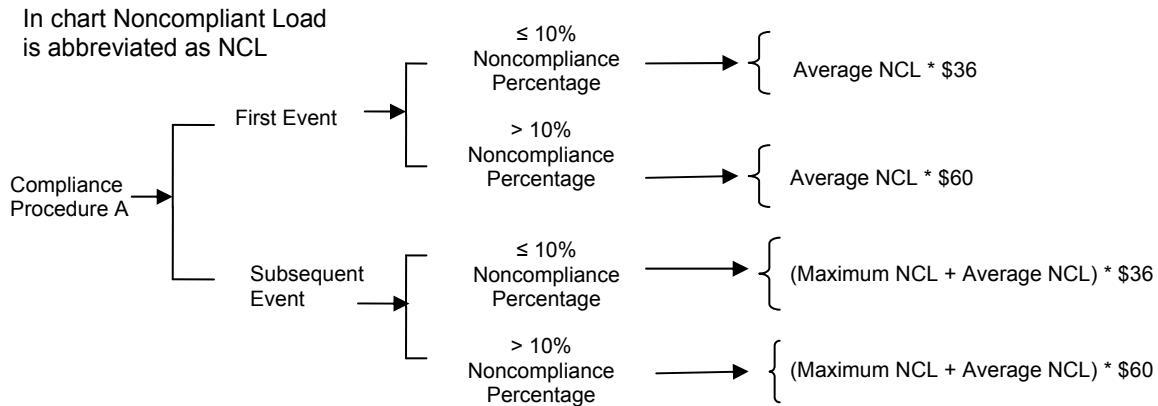
Protected Demand: Shall have the same definition as in the Overlay.

Guideline 2 - Company has completed Load Demonstration: In the event of a Noncompliance, if Company has completed its Load Demonstration or if it is in the first 24 months of the Overlay, a Credit Reduction Charge of:

- a) \$36 per kW if Company has a less than or equal to 10% Noncompliance Percentage during a suspension, or
- b) \$60 per kW if Company has a greater than 10% Noncompliance Percentage during a suspension

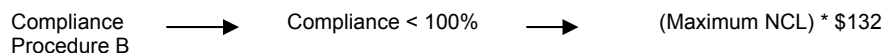
shall be applied (i) to the Average Noncompliant Load following the first Noncompliance and (ii) to the sum of the Maximum Noncompliant Load and the Average Noncompliant Load for any subsequent Noncompliance.

GUIDELINE 2 CREDIT REDUCTION CHARGE CHART



Guideline 3 - Company has not completed Load Demonstration: In the event of a Noncompliance, if Company has not completed its Load Demonstration within 24 months of the effective date of the Overlay, a Credit Reduction Charge of \$132 per kW shall be applied to Company's Maximum Noncompliant Load.

GUIDELINE 3 CREDIT REDUCTION CHARGE CHART



Guideline 4 - Credit Reduction Charge cap: Each Credit Reduction Charge shall be capped so that the maximum charge will not exceed the aggregate amount of 5 MR credits that Distributor has paid Company, during the most recent 12 months, by more than 20 percent. If Company has not been in the 5 MR program for 12 months, the Credit Reduction Charge would be capped at the amount of credits TVA calculates Company would receive over a year based on the average of monthly 5 MR Demands established by Company while participating in the 5 MR program (and the average monthly Load Factors where applicable) plus 20 percent.

Guideline 5 - Adjustment of Protected Demand: TVA may increase the Protected Demand of Company by an amount equal to the Maximum Noncompliant Load upon at least 60 days' notice following any Noncompliance.

Guideline 6 - Termination: It is recognized that suspension compliance is the essence of the Overlay. Accordingly, it is expressly agreed that after the first Noncompliance under Guideline 2, on any subsequent Noncompliance, if such Noncompliance is over 10 percent, TVA or Distributor may terminate the Overlay upon not less than 60 days' notice. In the event of a Noncompliance under Guideline 3, TVA shall terminate the Overlay upon not less than 60 days' notice.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12/16/14
PAGE: 1 of 1

SUBJECT: MOTION TO APPROVE THE LOW QUOTE FROM APAC TO PERFORM ASPHALT PATCH REPAIRS.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward C. Kemp

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION:

Staff Recommends Approval

There are several very large asphalt patches that are in dire need of repair. These patches were caused by repairing or replacement of water main and the locations include: Helen Circle, Short Beattie, Jackson St to Lafayette St parking lot. These patches have been open for several months and it is hoped to get these fixed before the winter weather arrives.

Since these repairs are very large, it is recommended to utilize a contractor who operates an asphalt paver to insure that the roadway is left in a smooth, uniform manner.
The Street Department does not currently have an asphalt paver.

We received two quotes which are as follows:

APAC \$7.52/ Square Foot
Falcon \$7.64/ Square Foot

Suggested Motion: MOTION TO APPROVE APAC AS THE LOW QUOTE AND AUTHORIZE THE CITY ENGINEER TO OVERSEE REPAIRS AT SHORT BEATTIE, HELEN CIRCLE, AND THE JACKSON ST TO LAFAYETTE ST PARKING LOT.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12/16/14
PAGE: 1 of 1

SUBJECT: MOTION TO APPROVE THE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT FOR THE LYNN LANE MULTI-USE PATH AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

REQUESTING DEPARTMENT:	Engineering	DIRECTOR'S AUTHORIZATION:	Yes
-----------------------------------	-------------	--------------------------------------	-----

FOR MORE INFORMATION CONTACT: Edward C. Kemp

PRIOR BOARD ACTION:

Board has previously approved Neel Schaffer as the CE&I firm for the project.

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION:

Staff Recommends Approval

This is the contract to provide construction engineering and inspection services for the lynn lane project. An executed CE&I contract is required by MDOT and is necessary to keep the project progressing toward an early spring construction commencement timeframe.

The CE&I contract is a boiler-plate standard contract from MDOT and the City Attorney is reviewing it.

Suggested Motion: MOTION TO APPROVE THE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT FOR THE LYNN LANE MULTI-USE PATH AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT.

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: XI.F.1.
AGENDA DATE: December 16, 2014

SUBJECT: Claims Docket through December 12, 2014

AMOUNT & SOURCE OF FUNDING: FY 2014-2015 Budget

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING
December 12, 2014 IS \$2,105,860.20**

This amount includes:

Parking Garage Invoices (to be reimbursed by MDA): 1,203,944.50

And Other Grant reimbursable invoices: \$359.64

SED CLAIMS DOCKET AMOUNT \$1,041,498.75

AMOUNTS THAT HAVE BEEN PAID \$893.43

TOTAL AMOUNT TO BE PAID \$2,101,966.77

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: City Clerk, Lesa Hardin

STAFF RECOMMENDATION: Approval of the Claims Docket #12-16-14b for
Claims from all Departments through December 12, 2014 as listed.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
FLOWERS BY THE BUNCH	263811	12/11/2014	FLOWERS (LITTLEFIELD FUNERAL)	001-000-160-697		12/11/2014	87.50
RACKLEY OIL INC.	000396506	12/10/2014	DIESAL	001-000-070-251		12/10/2014	20,053.67
DELTA COM	INV0012480	12/05/2014	NOV2014 PHONE CHARGES	001-000-054-208		12/05/2014	84.51
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-CO8RA	001-000-054-205		12/05/2014	22.36
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	INSURANCE (NOV2014)	001-000-054-208		12/05/2014	10.32
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-CO8RA	001-000-054-208		12/05/2014	10.32
MITCHELL, MCNUTT, & SAM, P.A.	.287509	12/11/2014	INSURANCE (NOV2014)	001-000-054-205		12/11/2014	350.56
BARNHILL'S BAILS BONDING	1315251	12/05/2014	REMISSION FOR BOND ON JAYLEN JERNIGEN	001-000-149-691		12/05/2014	319.25
NOLAN BEVIS	1317576	12/05/2014	FOUND NOT GUILTY	001-000-149-691		12/05/2014	400.00
SHANE GIVENS	INV0012479	12/05/2014	RESTITUTION FOR TYLER LONG	001-000-330-135		12/05/2014	100.00
DENNIS FRIESEN	1321352	12/11/2014	TICKET WAS RETIRED	001-000-149-691		12/11/2014	178.00
WAL MART-GENERAL CITY	08577	12/09/2014	SANTA GIFT DONATIONS	001-000-160-698		12/09/2014	27.06
MISS MUNICIPAL WORKERS	6072	12/09/2014	POLICY#0290WC2014	001-000-054-205		12/09/2014	21,149.33
COMPENSATIO			WORKER' COMP COVERAGE				
MISS MUNICIPAL WORKERS	6072	12/09/2014	POLICY#0290WC2014	001-000-054-208		12/09/2014	6,106.79
COMPENSATIO			WORKER' COMP COVERAGE				
EAST MISSISSIPPI LUMBER CO.	1319796	12/11/2014	RESTITUTION FROM NATHAN DEAN	001-000-330-135		12/11/2014	1,440.00
WAL MART	1314652	12/11/2014	RESTITUTION FROM AKIA JOHNSON	001-000-330-135		12/11/2014	138.00
Outstanding Total:							50,467.35
Department 000 - UNDESIGNATED Total:							50,467.35
Department: 100 - BOARD OF ALDERMEN							
Outstanding							
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES BY DEPT	001-100-604-330		12/12/2014	280.07
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-100-604-330		12/05/2014	62.75
Outstanding Total:							342.82
Department 100 - BOARD OF ALDERMEN Total:							342.82

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department 110 - MUNICIPAL COURT							
Outstanding							
UNISTAR-SPARCO	12222228	12/05/2014	ACROBAT 11 WINDOWS	001-110-501-200		12/05/2014	297.30
COMPUTERS, INC			FROM ABOVE SOFTWARE				
STRICKLAND COMPANIES	348569-0	12/11/2014	COURT OFFICE SUPPLIES	001-110-501-200		12/11/2014	142.64
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-110-604-330		12/05/2014	73.33
CANON SOLUTIONS AMERIC	861873	12/12/2014	UCORU-NOV2014 MONTHLY	001-110-604-330		12/12/2014	9.77
			USAGE				
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA	001-110-620-370		12/05/2014	6.02
			INSURANCE (NOV2014)				
REYNOLDS/RENASANT	596102	12/11/2014	JODI HOGUE	001-110-620-370		12/11/2014	175.00
INSURANCE AGENCY							
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES	001-110-604-330		12/12/2014	141.86
			BY DEPT				
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-110-604-330		12/05/2014	62.75
MISS MUNICIPAL WORKERS	6072	12/09/2014	POLICY#0290WC2014	001-110-491-135		12/09/2014	413.64
COMPENSATIO			WORKER COMP COVERAGE				
Outstanding Total:							1,322.31
Department 120 - MAYORS OFFICE							
Outstanding							
MAGNOLIA HOME	1822	12/09/2014	CADENCE BANK INSPECTION	001-120-600-300		12/09/2014	3,700.00
INSPECTION							
NATIONAL ELEVATOR	0173128	12/09/2014	CADENCE INSPECTION	001-120-600-300		12/09/2014	228.30
INSPECTION SERVICES, INC.							
CANON SOLUTIONS AMERIC	852766	12/08/2014	UCO22 -MAYOR'S OFFICE	001-120-604-330		12/08/2014	5.00
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-120-604-330		12/05/2014	73.34
CANON SOLUTIONS AMERIC	861873	12/12/2014	UCORU-NOV2014 MONTHLY	001-120-604-330		12/12/2014	9.77
			USAGE				
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA	001-120-691-550		12/05/2014	2.58
			INSURANCE (NOV2014)				
MAGPPA	INV0012472	12/05/2014	RENEWAL (LHARDIN'15)	001-120-690-555		12/05/2014	35.00
			(L.MCLAURIN'15)				
			(T.ADAMS'14)				
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES	001-120-604-330		12/12/2014	184.98
			BY DEPT				
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-120-604-330		12/05/2014	62.75
CANON SOLUTIONS AMERIC	862649	12/12/2014	UCO22-	001-120-604-330		12/12/2014	5.00
			MAYORSOFFICEMAIN'T-DEC2				
CANON SOLUTIONS AMERIC	864292	12/12/2014	UC152-	001-120-604-330		12/12/2014	36.42
			MAYORSOFFICEUSAGE- NOV				
SWEET PEPPERS DEU	0040	12/09/2014	SAND/CLUB12"TRAY,	001-120-503-202		12/09/2014	75.88
			12"COOKIE, GALTEA,				
			2x16ozPOT'SAL				
Outstanding Total:							4,419.02

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Paid							
PARKER WISEMAN	INV0012483	12/05/2014	PER DIEM : FTTH COUNCIL AMERICAS PREMIER TRAVEL	001-120-610-350		12/05/2014	94.00
PARKER WISEMAN	INV0012483	12/05/2014	PER DIEM : FTTH COUNCIL AMERICAS PREMIER TRAVEL	001-120-610-350		12/05/2014	775.43
MARRIOTT - RALEIGH CITY CENTER	INV0012484	12/05/2014	HOTEL PARKING - MAYOR PARKER WISEMAN - FTTH	001-120-610-350		12/05/2014	24.00
Paid Total:							893.43

Department 120 - MAYORS OFFICE Total: **5,312.45**

Department 123 - IT

Outstanding

GARNER COMPUTER SERVICES	1046011	12/11/2014	WIRELESS AP, HOFFMAN BOX, LABOR/SUPPORT	001-123-918-805		12/11/2014	2,995.00
CANON SOLUTIONS AMERIC	861357	12/12/2014	UCOVO-NOV2014 MONTHLY USAGE	001-123-604-330		12/12/2014	36.58
UNISTAR-SPARCO COMPUTERS, INC	1222160	12/11/2014	PATCH CABLES	001-123-918-805		12/11/2014	128.12
UNISTAR-SPARCO COMPUTERS, INC	1222281	12/11/2014	PRINTER RIBBON	001-123-501-200		12/11/2014	127.28
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-123-604-330		12/05/2014	73.34
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-123-604-330		12/05/2014	73.33
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-123-604-330		12/05/2014	73.34
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	001-123-620-370		12/05/2014	1.72
WAUKAWAY DISTRIBUTORS, INC	CLR1214-49	12/11/2014	COOLER RENT	001-123-501-200		12/11/2014	10.00
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES BY DEPT	001-123-604-330		12/12/2014	141.86
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-123-604-330		12/05/2014	62.75
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-123-604-330		12/05/2014	62.75
MISS MUNICIPAL WORKERS COMPENSATIO	6072	12/09/2014	POLICY#0290WC2014 WORKER COMP COVERAGE	001-123-491-135		12/09/2014	476.28
Outstanding Total:							4,262.35

Department 123 - IT Total: **4,262.35**

Department 142 - CITY CLERKS OFFICE

Outstanding

GOLDEN TRIANGLE PLANNING & DEVELOPM	3214	12/05/2014	LOCAL MATCHING FUNDS FOR GTPDD ADMIN GRANTS	001-142-600-338		12/05/2014	5,000.00
BATSON CHILDREN'S HOSPITAL	INV0012491	12/08/2014	in HONOR of JOSEPHINE "JOJO" LENDER	001-142-600-340		12/08/2014	1,000.00

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MISS MUNICIPAL WORKERS COMPENSATIO	6072	12/09/2014	POLICY#0290WC2014 WORKER COMP COVERAGE	001-142-491-135		12/09/2014	292.29

Outstanding Total: 6,292.29

Department 142 - CITY CLERKS OFFICE Total: 6,292.29

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

DELTA COM	INV0012480	12/05/2014	NOV2014 PHONE CHARGES	001-145-630-400		12/05/2014	109.92
BANKFIRST-VISA PAYMENT	INV0012523	12/11/2014	FEE	001-145-501-200		12/11/2014	9.41
CANON SOLUTIONS AMERIC	861873	12/12/2014	UCORU-NOV2014 MONTHLY USAGE	001-145-604-330		12/12/2014	9.77
PETTY CASH VOUCHERS	12012014	12/05/2014	VARIOUS VOUCHERS	001-145-501-200		12/05/2014	5.99
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA	001-145-691-550		12/05/2014	6.02
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	INSURANCE (NOV2014)	001-145-691-550		12/05/2014	5.16
MAGPPA	INV0012472	12/05/2014	INSURANCE (NOV2014)	001-145-690-556		12/05/2014	35.00
MAGPPA	INV0012472	12/05/2014	RENEWAL (L'HARDIN'15)	001-145-690-556		12/05/2014	35.00
MAGPPA	INV0012472	12/05/2014	(J.MCLAURIN'15)	001-145-690-556		12/05/2014	35.00
MAGPPA	INV0012472	12/05/2014	(T.ADAMS'14)	001-145-690-556		12/05/2014	35.00
MAGPPA	INV0012472	12/05/2014	RENEWAL (L'HARDIN'15)	001-145-690-556		12/05/2014	35.00
MAGPPA	INV0012472	12/05/2014	(J.MCLAURIN'15)	001-145-690-556		12/05/2014	35.00
MAGPPA	INV0012472	12/05/2014	(T.ADAMS'14)	001-145-690-556		12/05/2014	35.00
PETTY CASH VOUCHERS	INV0012526	12/11/2014	BATTERIES FOR CCO CLOCK	001-145-501-200		12/11/2014	7.27
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES BY DEPT	001-145-604-330		12/12/2014	40.01
CANON SOLUTIONS AMERIC	861809	12/12/2014	UC15W-COLOR USAGE CCO-NOV2014	001-145-604-330		12/12/2014	83.10
SULLIVAN'S OFFICE SUPPLY, INC.	172760	12/08/2014	OFFICE SUPPLIES	001-145-501-200		12/08/2014	71.65
SULLIVAN'S OFFICE SUPPLY, INC.	172769	12/08/2014	OFFICE SUPPLIES	001-145-501-200		12/08/2014	49.57
SULLIVAN'S OFFICE SUPPLY, INC.	172888	12/08/2014	OFFICE SUPPLIES	001-145-501-200		12/08/2014	63.54
JOANNA MCLAURIN	INV0012506	12/08/2014	MILEAGE - WINTER EDU CONF.	001-145-610-350		12/08/2014	137.00
STARKVILLE ELECTRIC	INV0012514	12/09/2014	MSU NEW STUDENT DIRECTORY	001-145-502-201		12/09/2014	500.00

Outstanding Total: 1,168.41

Department 145 - OTHER ADMINISTRATIVE Total: 1,168.41

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	590185	12/08/2014	LESA HARDIN	001-159-620-371		12/08/2014	175.00
------------------------------------	--------	------------	-------------	-----------------	--	------------	--------

Outstanding Total: 175.00

Department 159 - BONDING-CITY EMPLOYEES Total: 175.00

Expense Approval Report					Post Date	Amount
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Amount
Department: 169 - LEGAL						
Outstanding						
STARKVILLE DAILY NEWS	INV0012490	12/08/2014	ADVERTISING	001-169-615-342		120.68
MITCHELL, MCNUTT, & SAM, P.A.	287509	12/11/2014	NOV2014 GENERAL	001-169-600-302		4,203.32
MITCHELL, MCNUTT, & SAM, P.A.	287510	12/11/2014	NOV2014 UTIGATED	001-169-600-312		1,581.05
STEPHANIE	INV0012596	12/11/2014	VS. CHRISTOPHER PERKINS	001-169-600-309		200.00
MALETTE, ATTORNEY AT LA	INV0012476	12/05/2014	VS. AMANDA ROBINSON	001-169-600-309		200.00
MARK WILLIAMSON	INV0012477	12/05/2014	VS. MARCUS MCDOWELL	001-169-600-309		200.00
MARTY HAUG	1319178	12/08/2014	VS. SANDRA D WILLIAMS	001-169-600-309		200.00
SCHILLING & SCHILLING, PLL	INV0012524	12/11/2014	VS. ADRIAN GILLESPIE	001-169-600-309		200.00
CHARLES BRUCE BROWN, ATTORNEY						
Outstanding Total:						6,905.05
Department 169 - LEGAL Total:						6,905.05
Department: 180 - PERSONNEL ADMINISTRATION						
Outstanding						
CANON SOLUTIONS AMERIC	861357	12/12/2014	UCOYO-NOV2014 MONTHLY USAGE	001-180-604-330		36.58
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	001-180-691-550		1.72
Outstanding Total:						38.30
Department 180 - PERSONNEL ADMINISTRATION Total:						38.30
Department: 190 - CITY PLANNER						
Outstanding						
STARKVILLE DAILY NEWS	INV0012486	12/05/2014	ADVERTISING	001-190-604-330		63.60
STARKVILLE DAILY NEWS	INV0012486	12/05/2014	ADVERTISING	001-190-604-330		135.72
CANON SOLUTIONS AMERIC	861357	12/12/2014	UCOYO-NOV2014 MONTHLY USAGE	001-190-630-401		36.57
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-190-604-330		73.33
BUDDY SANDERS	11252014	12/05/2014	REIMBURSE FEDEX CHARGES	001-190-501-200		16.41
SULLIVAN'S OFFICE SUPPLY, INC.	172482	12/05/2014	PLOTTER PAPER	001-190-501-200		39.90
STARKVILLE DAILY NEWS	INV0012490	12/08/2014	ADVERTISING	001-190-604-330		401.04
RICOH AMERICAS CORP.	93561205	12/09/2014	COPIER RENTAL, COPIES	001-190-630-401		176.82
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-190-604-330		62.75
FEDEX	2-864-62720	12/09/2014	FEDEX CHARGES (NOV2014)	001-190-607-607		31.93
MISS MUNICIPAL WORKERS	6072	12/09/2014	POLICY#0290WC2014	001-190-491-135		140.93
COMPENSATIO			WORKER COMP COVERAGE			
RICOH AMERICAS CORP.	93754373	12/11/2014	RENTAL COPIES	001-190-630-401		174.73

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number
RACKLEY OIL INC.	000397576	12/09/2014	GAS	001-190-525-231

Project Account Key	Post Date	Amount
	12/09/2014	25.01
Outstanding Total:		1,378.74
Department 190 - CITY PLANNER Total:		1,378.74

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

PETTY CASH VOUCHERS	12022014	12/05/2014	CCO OFFICE SUPPLIES	001-192-510-220	12/05/2014	15.00
CINTAS	215765389	12/05/2014	CITY HALL	001-192-535-233	12/05/2014	31.11
MISS MUNICIPAL WORKERS	6072	12/09/2014	POLICY#0290WC2014	001-192-491-135	12/09/2014	301.42
COMPENSATIO			WORKER COMP COVERAGE			
STARKVILLE ELECTRIC	INV0012488	12/08/2014	SED BILL BY DEPT	001-192-625-380	12/08/2014	1,901.94
CINTAS	215767102	12/11/2014	CITY HALL	001-192-535-233	12/11/2014	31.11
Outstanding Total:						2,280.58
Department 192 - GENERAL GOVERN BLDG & PLANT Total:						2,280.58

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

CHAMBER OF COMMERCE	01012015	12/05/2014	QUARTERLY CONTRIBUTION	001-195-951-966	12/05/2014	5,000.00
CHRIS GOTTBATH	INV0012510	12/08/2014	SUPPLIES	001-195-950-967	12/08/2014	359.64
Outstanding Total:						5,359.64
Department 195 - TRANSFERS TO OTHER AGENCIES Total:						5,359.64

Department: 197 - ENGINEERING

Outstanding

METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-197-604-330	12/05/2014	73.33
CANON SOLUTIONS AMERIC	861873	12/12/2014	UCORU-NOV2014 MONTHLY USAGE	001-197-604-330	12/12/2014	9.77
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES BY DEPT	001-197-604-330	12/12/2014	40.01
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-197-604-330	12/05/2014	62.75
MISS MUNICIPAL WORKERS	6072	12/09/2014	POLICY#0290WC2014	001-197-491-135	12/09/2014	565.00
COMPENSATIO			WORKER COMP COVERAGE			
Outstanding Total:						750.86
Department 197 - ENGINEERING Total:						750.86

Department: 201 - POLICE DEPARTMENT

Outstanding

STARKVILLE FORD-LINCOLN	137656	12/08/2014	BATTERY	001-201-630-360	12/08/2014	129.95
MERCURY, IN						
ARMY NAVY PAWN SHOP	INV0012503	12/08/2014	70 SHIRTS	001-201-535-233	12/08/2014	2,100.00
MODERN MARKETING, INC.	MM1105517	12/08/2014	EVIDENCE BAGS & BOXES	001-201-501-200	12/08/2014	1,581.53
DAVIS & STANTON	28705	12/10/2014	COMMENDATION BARS / 2-BAR HOLDER	001-201-501-200	12/10/2014	315.00
STARKVILLE FORD-LINCOLN	137927	12/08/2014	LAMP ASY	001-201-630-360	12/08/2014	115.10
MERCURY, IN						

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STARKVILLE FORD-LINCOLN MERCURY, IN	137991	12/08/2014	BATTERY	001-201-630-360		12/08/2014	129.95
TRI-STAR MUFFLER & BRAKES	297809	12/10/2014	REPLACEMENTS/REPAIRS #48CROWN VIC	001-201-630-360		12/10/2014	386.10
EXPRESS OIL	02302-205110	12/05/2014	OIL CHANGE, INSPECTION STICKER, FUEL FILTER	001-201-630-360		12/05/2014	97.92
TRI-STAR MUFFLER & BRAKES	297825	12/10/2014	FRONT BRAKE	001-201-630-360		12/10/2014	203.13
RACKLEY OIL INC.	INV0012494	12/08/2014	PAIDS/REPAIRS #22CROWN V	001-201-525-231		12/08/2014	1,856.86
INTAPOL	0217892	12/08/2014	GAS FUEL CHARGES 2 MOTORCYCLE HELMENTS W/SNAPS	001-201-556-251		12/08/2014	514.97
BOB'S MOBILE RADIO	315623	12/08/2014	RADAR EQUIPMENT & MAINTENANCE	001-201-630-404		12/08/2014	340.00
MID-SOUTH UNIFORM & SUPPLY	523104	12/05/2014	SPD UNIFORM SHIRTS	001-201-535-233		12/05/2014	1,032.68
RACKLEY OIL INC.	000396595	12/05/2014	GAS FUEL CHARGES	001-201-525-231		12/05/2014	1,817.43
MAGNOLIA BOTTLED WATER CO	10794	12/05/2014	WATER	001-201-501-200		12/05/2014	89.00
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-201-604-330		12/05/2014	73.33
DELTACOM	INV0012480	12/05/2014	NOV2014 PHONE CHARGES	001-201-604-330		12/05/2014	108.97
WRIGHT EXPRESS	38894628	12/08/2014	GAS CHARGES	001-201-525-231		12/08/2014	374.44
METROCAST	INV0012497	12/08/2014	INTERNET AT SUBSTATION 151 ALFRED PERKINS	001-201-600-300		12/08/2014	137.87
RACKLEY OIL INC.	000396667	12/05/2014	GAS FUEL CHARGES	001-201-525-231		12/05/2014	35.93
EXPRESS OIL	02302-205803	12/08/2014	OIL CHANGE	001-201-630-360		12/08/2014	46.75
R&M TIRES	1098857	12/08/2014	FLAT TIRE REPAIR	001-201-630-360		12/08/2014	15.00
SULLIVAN'S OFFICE SUPPLY, INC.	172569	12/05/2014	MESSAGE BOOKS, ADDING MACHINE PAPER, SUPPLIES	001-201-501-200		12/05/2014	29.54
MID-SOUTH UNIFORM & SUPPLY	523262	12/08/2014	VESTS	001-201-556-251		12/08/2014	2,464.00
TRI-STAR MUFFLER & BRAKES	756258	12/10/2014	BATTERY (INSTALLATION/LABOR) #48	001-201-630-360		12/10/2014	164.95
SULLIVAN'S OFFICE SUPPLY, INC.	172570	12/05/2014	INK PEN REFILLS	001-201-501-200		12/05/2014	9.20
TRADE AMERICA INC.	19119	12/05/2014	COPY PAPER	001-201-501-200		12/05/2014	110.88
TRADE AMERICA INC.	19120	12/05/2014	PAPER TOWELS, LYSOL, CAR WAS SUPPLIES	001-201-501-200		12/05/2014	144.70
CINTAS FIRST AID & SAFETY	5002149790	12/05/2014	MEDS FOR CABINET	001-201-501-200		12/05/2014	294.40
TRI-STAR MUFFLER & BRAKES	756262	12/10/2014	BATTERY/LABOR	001-201-630-360		12/10/2014	157.95
R&M TIRES	1098932	12/08/2014	FLAT TIRE REPAIR	001-201-630-360		12/08/2014	30.00
R&M TIRES	1098948	12/10/2014	TIRE MOUNT/BAL/DISPOSAL/ALIGNMENT	001-201-630-360		12/10/2014	115.00
CITY OF COLUMBUS	SPD-001336-1214	12/08/2014	FORENSIC LAB SERVICES (NOV,1-28TH2014)	001-201-600-300		12/08/2014	450.00

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
WILLIAM DURS	INV0012495	12/08/2014	CLOTHING ALLOWANCE	001-201-535-233		12/08/2014	255.75
EQUIFAX INFORMATION SVCS LLC	8852998	12/10/2014	MAINT FEE	001-201-600-300		12/10/2014	115.00
INFORMATION TECHNOLOGY SVCS.	CO213228121	12/08/2014	MAINT/INSURANCE & FRAME RELAY CIRCUIT CHAR	001-201-600-300		12/08/2014	356.05
THE COMMERCIAL DISPATCH	INV0012489	12/08/2014	ADVERTISING	001-201-604-330		12/08/2014	300.00
STARKVILLE DAILY NEWS	INV0012490	12/08/2014	ADVERTISING	001-201-604-330		12/08/2014	146.22
STARKVILLE DAILY NEWS	INV0012490	12/08/2014	ADVERTISING	001-201-604-330		12/08/2014	130.50
EXPRESS OIL	02302-204352	12/05/2014	OIL CHANGE	001-201-630-360		12/05/2014	35.95
R&M TIRES	1098503	12/10/2014	FIX FLAT SPARE, ROTATION/BAL	001-201-630-360		12/10/2014	55.00
TRI-STAR MUFFLER & BRAKES	297857	12/10/2014	FRONT PADS, TURN ROTOR/LABOR	001-201-630-360		12/10/2014	204.63
JB SIMONS INC/SIMONS UNIFORMS	57165	12/10/2014	EMBLEMS	001-201-501-200		12/10/2014	1,460.00
EXPRESS OIL	02302-204681	12/05/2014	OIL CHANGE	001-201-630-360		12/05/2014	35.95
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	001-201-620-370		12/05/2014	49.88
TRI-STAR MUFFLER & BRAKES	756273	12/08/2014	BATTERY / LABOR	001-201-630-360		12/08/2014	155.95
ARMY NAVY PAWN SHOP	INV0012518	12/10/2014	ALTERATIONS	001-201-600-300		12/10/2014	403.65
OKTIBBEHA COUNTY TAX COLLECTOR	INV0012597	12/11/2014	SEIZED VEHICLE 5178 TITLE BY CITY	001-201-691-550		12/11/2014	10.00
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES BY DEPT	001-201-604-330		12/12/2014	120.03
OREILLY AUTO PARTS	0997-208592	12/08/2014	CAPSULE	001-201-630-360		12/08/2014	22.79
MID-SOUTH UNIFORM & SUPPLY	523505	12/08/2014	PANTS (GRANT)	001-201-535-233		12/08/2014	4,485.20
MID-SOUTH UNIFORM & SUPPLY	523506	12/08/2014	BAOGES & SERVICE BARS	001-201-535-233		12/08/2014	394.16
MID-SOUTH UNIFORM & SUPPLY	523507	12/08/2014	SHIRTS	001-201-535-233		12/08/2014	42.00
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-201-604-330		12/05/2014	62.75
PITTS SIGN COMPANY	INV0012501	12/08/2014	CHANGE NUMBERS ON CARS	001-201-600-300		12/08/2014	475.00
PITTS SIGN COMPANY	INV0012502	12/08/2014	NEW CAR STICKERS	001-201-600-300		12/08/2014	2,280.00
BANKFIRST-VISA PAYMENT	INV0012511	12/09/2014	VOICESHOT (NOV2014)	001-201-600-300		12/09/2014	35.00
MID-SOUTH UNIFORM & SUPPLY	523547	12/10/2014	TIES, INNER LINER	001-201-535-233		12/10/2014	909.60
OKTIBBEHA COUNTY COOPERATIVE	822927	12/10/2014	BOOTS	001-201-535-233		12/10/2014	89.75
WATERMARK PRINTERS LLC	8425	12/08/2014	750 EVIDENCE CARDS	001-201-510-220		12/08/2014	142.00
MAGNOLIA BOTTLED WATER CO	9078	12/08/2014	WATER	001-201-501-200		12/08/2014	37.50
WAL MART-GENERAL CITY	08576	12/08/2014	DVD-R & SLEEVES	001-201-556-251		12/08/2014	76.73
REYNOLDS/RENASANT INSURANCE AGENCY	595933	12/10/2014	THOMAS ROBERSON	001-201-600-300		12/10/2014	125.00

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MISS MUNICIPAL WORKERS	6072	12/09/2014	POLICY#0290WC2014	001-201-491-135		12/09/2014	22,974.85
COMPENSATIO			WORKER COMP COVERAGE				
STARKVILLE ELECTRIC	INV0012488	12/08/2014	SED BILL BY DEPT	001-201-625-380		12/08/2014	1,646.14
BOB'S MOBILE RADIO	315627	12/10/2014	REPLACEMENT RAIDO MICROPHONES	001-201-630-404		12/10/2014	240.00
4-COUNTY ELECTRIC POWER ASSOCIATION	3449	12/09/2014	ELECTRIC BILLS BY DEPT	001-201-625-380		12/09/2014	68.65
STARKVILLE ELECTRIC	INV0012512	12/09/2014	SED BILLS BY DEPT	001-201-625-380		12/09/2014	45.60
STARKVILLE ELECTRIC	INV0012514	12/09/2014	MSU NEW STUDENT DIRECTORY	001-201-615-343		12/09/2014	125.00
SPORTS CENTER	1056	12/05/2014	UNIFORMS FOR THE ACADEMY	001-201-535-233		12/05/2014	458.00
Outstanding Total:							54,041.81
Department 201 - POLICE DEPARTMENT Total:							54,041.81
Department 215 - CUSTODY OF PRISONERS							
Outstanding							
BU'S FAMILY PHARMACY	INV0012498	12/08/2014	MEDS FOR CHAD EAVES	001-215-541-237		12/08/2014	15.81
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0012496	12/08/2014	FEEDING INMATES NOV2014	001-215-541-237		12/08/2014	8,360.00
CLAY COUNTY SHERIFF DEPARTMENT	INV0012499	12/08/2014	HOUSING OF CITY INMATES NOV2014	001-215-541-237		12/08/2014	4,585.00
BU'S FAMILY PHARMACY	INV0012519	12/10/2014	MEDS FOR VICTOR ARNOLD	001-215-541-237		12/10/2014	10.99
Outstanding Total:							12,971.80
Department 215 - CUSTODY OF PRISONERS Total:							12,971.80
Department 240 - POLICE-COMMUNICATION SERV							
Outstanding							
BOB'S MOBILE RADIO	01012015	12/05/2014	MONTHLY CONTRIBUTION	001-240-630-404		12/05/2014	406.00
Outstanding Total:							406.00
Department 240 - POLICE-COMMUNICATION SERV Total:							406.00
Department 245 - DISPATCHERS							
Outstanding							
OCH AMBUULANCE SERVICE	01012015	12/05/2014	QUARTERLY CONTRIBUTION	001-245-600-383		12/05/2014	3,750.00
Outstanding Total:							3,750.00
Department 245 - DISPATCHERS Total:							3,750.00
Department 250 - NARCOTICS BUREAU							
Outstanding							
METROCAST	INV0012500	12/08/2014	INTERNET FOR NARCOTICS	001-250-600-300		12/08/2014	102.14
SYNERGETICS DIVERSIFIED COMP, INC	INV0001959	12/08/2014	RENT - NARCOTICS -DEC2014	001-250-635-368		12/08/2014	550.00
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-250-604-330		12/05/2014	62.75

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STARVILLE NARCOTICS	INV0012509	12/08/2014	VARIOUS VOUCHERS	001-250-600-304		12/08/2014	1,155.00

Outstanding Total: 1,155.00

Department 250 - NARCOTICS BUREAU Total: 1,869.89

Department: 261 - FIRE DEPARTMENT

Outstanding

IAI	67604	12/08/2014	MEMBERSHIP DUES (MCMULLEN)	001-261-554-240		12/08/2014	125.00
SHEPS CLEANERS	26731	12/08/2014	UNIFORM CLEANING	001-261-600-430		12/08/2014	18.00
SHEPS CLEANERS	26980	12/08/2014	UNIFORM CLEANING	001-261-600-430		12/08/2014	18.00
SHEPS CLEANERS	26843	12/08/2014	UNIFORM CLEANING	001-261-600-430		12/08/2014	24.00
SHEPS CLEANERS	26844	12/08/2014	UNIFORM CLEANING	001-261-600-430		12/08/2014	36.00
SUNBELT FIRE APPARATUS	106059	12/11/2014	SERVICES SCBA	001-261-630-360		12/11/2014	58.25
H&O TRUCKS & TRAILER	51442	12/08/2014	L-1 PARTS & SUPPLIES	001-261-630-360		12/08/2014	1,290.94
REPAIR L.L.C.							
SHEPS CLEANERS	27732	12/08/2014	UNIFORM CLEANING	001-261-600-430		12/08/2014	18.00
RACKLEY OIL INC.	000396593	12/08/2014	GAS FUEL CHARGES	001-261-525-231		12/08/2014	244.79
SUNBELT FIRE APPARATUS	106109	12/08/2014	SERVICE SCBA	001-261-630-360		12/08/2014	422.53
SHEPS CLEANERS	28135	12/08/2014	UNIFORM CLEANING	001-261-600-430		12/08/2014	16.00
EMERGENCY EQUIPMENT	412535	12/08/2014	RUBBER	001-261-918-805		12/08/2014	4,626.64
PROFESSIONALS			BOOTS, COAT, PANTS, BRACKE				
H&O TRUCKS & TRAILER	51854	12/08/2014	REPLACED WATER PUMP/REINSTALL ENGINE	001-261-630-360		12/08/2014	2,407.72
REPAIR L.L.C.							
RACKLEY OIL INC.	000396939	12/08/2014	OLUPAN E-5	001-261-525-231		12/08/2014	202.28
THE COMMERCIAL DISPATC	INV0012489	12/08/2014	GAS FUEL CHARGES	001-261-691-550		12/08/2014	300.00
THE COMMERCIAL DISPATC	INV0012489	12/08/2014	ADVERTISING	001-261-691-550		12/08/2014	400.00
STARVILLE DAILY NEWS	INV0012490	12/08/2014	ADVERTISING	001-261-691-550		12/08/2014	320.32
SHEPS CLEANERS	25816	12/08/2014	UNIFORM CLEANING	001-261-600-430		12/08/2014	24.00
SHEPS CLEANERS	26080	12/08/2014	UNIFORM CLEANING	001-261-600-430		12/08/2014	24.00
SHEPS CLEANERS	26081	12/08/2014	UNIFORM CLEANING	001-261-600-430		12/08/2014	10.00
CANON SOLUTIONS	1486142	12/11/2014	COPIER METER	001-261-501-200		12/11/2014	65.86
AMERICA-BURLINGTON							
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	001-261-620-370		12/05/2014	47.30
STARVILLE AUTO PARTS	5151-74965	12/08/2014	MOTOR OIL	001-261-630-360		12/08/2014	8.58
STARVILLE AUTO PARTS	5151-74971	12/08/2014	ANTIFREEZE / RADIATOR HOSE / HOSE CLAMPS	001-261-630-360		12/08/2014	80.52
WAL MART-GENERAL CITY	2469	12/11/2014	SUPPLIES	001-261-501-200		12/11/2014	14.88
WAL MART-GENERAL CITY	2718	12/11/2014	SUPPLIES	001-261-501-200		12/11/2014	5.84
WAL MART-GENERAL CITY	480	12/11/2014	SUPPLIES	001-261-501-200		12/11/2014	37.35
LOWE'S	07130	12/08/2014	GLUE SUPPLIES	001-261-555-250		12/08/2014	7.56
RACKLEY OIL INC.	000397488	12/11/2014	GAS FUEL CHARGES FOR L1 & L2	001-261-525-231		12/11/2014	233.36
LOWE'S	10123	12/08/2014	WASHER HOSE AND FILTERS	001-261-555-250		12/08/2014	84.78

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
BULLDOG TOWING & RECOVERY	33745	12/11/2014	TOW ENGINES (TO H&O FOR REPAIR)	001-261-630-360		12/11/2014	287.50
MISS MUNICIPAL WORKERS COMPENSATIO	6072	12/09/2014	POLICY#0290WC2014 WORKER' COMP COVERAGE	001-261-491-135		12/09/2014	35,743.00
RACKLEY OIL INC. EMERGENCY EQUIPMENT	000397608	12/11/2014	15W40 DELO OIL MODULE	001-261-525-231		12/11/2014	43.05
PROFESSIONALS	412673	12/11/2014	POWER /INPUT/OUTPUT C2TNG & FRT	001-261-630-360		12/11/2014	2,088.44
STARKVILLE ELECTRIC	INV0012514	12/09/2014	MSU NEW STUDENT DIRECTORY	001-261-502-201		12/09/2014	125.00
OKTIBBEHA COUNTY HEALTH DEPARTMENT	011414	12/08/2014	HEP B SHOT (L.NICHOLS)	001-261-600-319		12/08/2014	54.00
Outstanding Total:							49,513.49
Department 261 - FIRE DEPARTMENT Total:							49,513.49
Department: 262 - FIRE PREVENTION							
Outstanding							
CREATIVE PRODUCT SOURCE, INC	CP1048624	12/11/2014	FIREFIGHTER WALL CALENDERS	001-262-555-250		12/11/2014	443.65
Outstanding Total:							443.65
Department 262 - FIRE PREVENTION Total:							443.65
Department: 263 - FIRE TRAINING							
Outstanding							
IPMA-HR	24205909	12/11/2014	TESTING MATERIALS FOR ENTRY LEVEL FF	001-263-600-390		12/11/2014	655.50
CURTIS D. RANDLE	INV0012504	12/08/2014	MSFA INVESTIGATOR (NOV.16-20th2014)	001-263-600-390		12/08/2014	112.00
CURTIS D. RANDLE	INV0012505	12/08/2014	MSFA INVESTIGATOR (NOV.9-13th2014)	001-263-600-390		12/08/2014	112.00
Outstanding Total:							879.50
Department 263 - FIRE TRAINING Total:							879.50
Department: 264 - FIRE COMMUNICATIONS							
Outstanding							
ASI	28997	12/08/2014	REPAIRED/REPLACED PARTS ON BAD PHONE STAM1	001-264-604-330		12/08/2014	238.49
DELTACOM	INV0012493	12/08/2014	PHONE SYSTEM	001-264-604-330		12/08/2014	51.76
BOB'S MOBILE RADIO	01012015	12/05/2014	MONTHLY CONTRIBUTION	001-264-630-404		12/05/2014	310.00
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES BY DEPT	001-264-604-330		12/12/2014	160.04
MSU FACILITIES MANAGEMENT	120214045105	12/05/2014	TRAFFIC SIGNAL	001-264-630-404		12/05/2014	11.04
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-264-604-330		12/05/2014	62.75
Outstanding Total:							834.08
Department 264 - FIRE COMMUNICATIONS Total:							834.08

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department 267 - FIRE STATIONS AND BUILDINGS							
Outstanding							
ATMOS ENERGY	INV0012473	12/05/2014	GAS CHARGES FIRE STAM4	001-267-625-380		12/05/2014	46.37
NORTHEAST EXTERMINATIN	261013	12/08/2014	TERMITE TREATMENT FOR STAM2	001-267-558-269		12/08/2014	1,450.00
NORTHEAST EXTERMINATIN	INV0012492	12/08/2014	PEST CONTROL - ALL 5 FIRE STATIONS	001-267-558-269		12/08/2014	22.00
NORTHEAST EXTERMINATIN	INV0012492	12/08/2014	PEST CONTROL - ALL 5 FIRE STATIONS	001-267-558-269		12/08/2014	22.00
NORTHEAST EXTERMINATIN	INV0012492	12/08/2014	PEST CONTROL - ALL 5 FIRE STATIONS	001-267-558-269		12/08/2014	22.00
NORTHEAST EXTERMINATIN	INV0012492	12/08/2014	PEST CONTROL - ALL 5 FIRE STATIONS	001-267-558-269		12/08/2014	22.00
NORTHEAST EXTERMINATIN	INV0012492	12/08/2014	PEST CONTROL - ALL 5 FIRE STATIONS	001-267-558-269		12/08/2014	22.00
STARKVILLE ELECTRIC	INV0012599	12/12/2014	SED BILLS BY DEPT	001-267-625-380		12/12/2014	338.97
GOLDEN TRIANGLE	3857	12/08/2014	LP TANK RENTAL	001-267-625-380		12/08/2014	24.00
PROPANE, LLC	3449	12/09/2014	ELECTRIC BILLS BY DEPT	001-267-625-380		12/09/2014	460.91
4-COUNTY ELECTRIC POWER ASSOCIATION	3449	12/09/2014	SED BILLS BY DEPT	001-267-625-380		12/09/2014	409.26
STARKVILLE ELECTRIC	INV0012512	12/09/2014					2,839.51
Department 267 - FIRE STATIONS AND BUILDINGS Total:							2,839.51
Department 281 - BUILDING/CODES OFFICE							
Outstanding							
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-281-604-330		12/05/2014	73.33
MONT'S PAPER & PACKAGIN	261020	12/05/2014	CERT OF OCCUPANCY FORM/INSPECTION FORM	001-281-501-200		12/05/2014	250.42
STARKVILLE DAILY NEWS	INV0012490	12/08/2014	SHIPPING	001-281-604-330		12/08/2014	11.40
POLLAN & ASSOC.	3473	12/09/2014	ADVERTISING	001-281-535-233		12/09/2014	358.58
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	SHIRTS	001-281-620-370		12/05/2014	6.02
CSP/IRE WIRELESS	INV0012481	12/05/2014	INSURANCE (NOV2014)	001-281-604-330		12/05/2014	62.75
R&M TIRES	1099007	12/09/2014	INTERNET SERVICES	001-281-630-360		12/09/2014	159.95
BELL BUILDING SUPPLY, INC.	97927	12/09/2014	TRUCK#7 REPAIR	001-281-555-250		12/09/2014	51.56
BELL BUILDING SUPPLY, INC.	97930	12/09/2014	MAGLITE, LITE CAMO, GOLD BATTERY	001-281-555-250		12/09/2014	8.67
MISS MUNICIPAL WORKERS COMPENSATIO	6072	12/09/2014	GOLD BATTERY	001-281-555-250		12/09/2014	88.73
BELL BUILDING SUPPLY, INC.	98115	12/09/2014	POLICY#0290WC2014	001-281-491-135		12/09/2014	-45.78
BELL BUILDING SUPPLY, INC.	98118	12/09/2014	WORKER COMP COVERAGE	001-281-555-250		12/09/2014	24.17
			SUPPLIES NOT NEEDED	001-281-555-250			
			LEDFLASHLIGHT,	001-281-555-250			
			2DFLASHLIGHT, GOLD BATTERY	001-281-555-250			

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
BANKFIRST-VISA PAYMENT	0015-8943-3394	12/08/2014	BILL JELISON INSPECTION CERTIFICATION	001-281-690-553		12/08/2014	168.00
MS ASSOC OF CODE ENFORCEMENT	INV0012516	12/09/2014	MACE EDUCATION CONFERENCE- JEFF LYLES	001-281-690-555		12/09/2014	50.00

Outstanding Total: 1,267.80

Department 281 - BUILDING/CODES OFFICE Total: 1,267.80

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM
Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	INV0012598	12/12/2014	ELECTRIC BILLS BY DEPT	001-290-625-380		12/12/2014	26.83
STARKVILLE ELECTRIC	INV0012599	12/12/2014	SED BILLS BY DEPT	001-290-625-380		12/12/2014	26.32
STARKVILLE ELECTRIC	INV0012488	12/08/2014	SED BILLS BY DEPT	001-290-625-380		12/08/2014	18.78
4-COUNTY ELECTRIC POWER ASSOCIATION	3449	12/09/2014	ELECTRIC BILLS BY DEPT	001-290-625-380		12/09/2014	128.25
STARKVILLE ELECTRIC	INV0012512	12/09/2014	SED BILLS BY DEPT	001-290-625-380		12/09/2014	56.42

Outstanding Total: 256.60

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 256.60

Department: 301 - STREET DEPARTMENT

Outstanding

WELDING WORKS & TRUCK ASSY	1454	12/10/2014	CUT STEEL OUT OF SIGN / LABOR	001-301-630-400		12/10/2014	75.00
IVY AUTO PARTS, LLC.	482898	12/10/2014	FUEL LINE HOSE/ FUEL FILTE HOSE CLAMPS/ MINATURE LAMP	001-301-555-250		12/10/2014	14.43
STARKVILLE AUTO PARTS	5151-74622	12/10/2014	BATTERY/ CORE DEP/ SOLENOID/ BATTERY CABLE GO/GO/SWITCH/ MIRROR SET/BRUSH/MINIBRUSH SPARK PLUG	001-301-555-250		12/10/2014	12.90
IVY AUTO PARTS, LLC.	482994	12/10/2014	FLAT OUTSID TIRE	001-301-630-360		12/10/2014	151.87
IVY AUTO PARTS, LLC.	483025	12/10/2014	SWITCH (2)	001-301-555-250		12/10/2014	36.95
STARKVILLE AUTO PARTS	5151-74641	12/10/2014	SWITCHBUTTON, RING TERMINAL, GAUGE WIRES	001-301-555-250		12/10/2014	2.49
GATEWAY TIRE & SERVICE CENTER	1102535868	12/10/2014	CONTROL SWITCH	001-301-555-250		12/10/2014	38.50
IVY AUTO PARTS, LLC.	483092	12/10/2014	MAIL HAND SINKER 80/120 & PLYWOOD	001-301-555-250		12/10/2014	27.48
STARKVILLE AUTO PARTS	5151-74709	12/10/2014	TAPE / 1-BEAM LEVEL	001-301-555-250		12/10/2014	26.26
BELL BUILDING SUPPLY, INC.	96648	12/10/2014	REBAR 1/2"x20'	001-301-555-250		12/10/2014	139.50
BELL BUILDING SUPPLY, INC.	96695	12/10/2014	NOV2014 CHARGES	001-301-604-330		12/10/2014	220.10
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-301-604-330		12/05/2014	28.48
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	001-301-604-330		12/05/2014	55.92
DELTAACOM	INV0012480	12/05/2014	ST 9.5 MM RAP TONS	001-301-555-250		12/05/2014	73.33
APAC-MISSISSIPPI, INC	4000051094	12/10/2014	MOBIL TERRESTIC	001-301-555-250		12/10/2014	73.34
RACKLEY OIL INC.	000396780	12/10/2014				12/10/2014	44.97
							460.11
							87.50

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MMC MATERIALS, INC.	351201	12/10/2014	3000PSI	001-301-560-270		12/10/2014	282.00
CINTAS FIRST AID & SAFETY	5002149788	12/10/2014	FIRST AID CABINET SUPPLIES	001-301-555-250		12/10/2014	33.60
STARKVILLE AUTO PARTS	5151-74841	12/10/2014	SUPPLIES	001-301-555-250		12/10/2014	130.98
BELL BUILDING SUPPLY, INC.	97211	12/10/2014	REBAR 1/2"x20'	001-301-555-250		12/10/2014	20.97
CUSTOM PRODUCTS CORPORATION	256884	12/10/2014	SUPPLIES	001-301-565-272		12/10/2014	615.08
STARKVILLE AUTO PARTS	5151-74876	12/10/2014	OIL FILTER / DELIO 15W40 OI	001-301-555-250		12/10/2014	112.69
CALCO CONTRACTING, LLC	288	12/05/2014	THERMOPLASTIC STOP BARS ON CARVER DRIVE	001-301-560-270		12/05/2014	598.00
APAC-MISSISSIPPI, INC	4000051349	12/10/2014	9.5 MM RAP ASPHALT	001-301-560-270		12/10/2014	235.94
APAC-MISSISSIPPI, INC	4000051389	12/10/2014	SC-1 TY 8 (RAP15) ASPHALT	001-301-560-270		12/10/2014	439.53
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-CO8RA INSURANCE (NOV2014)	001-301-620-370		12/05/2014	11.18
MMC MATERIALS, INC.	351608	12/10/2014	3000PSI CONCRETE / SMALL LOAD	001-301-560-270		12/10/2014	147.00
REGIONS FINANCIAL CORPORATION	INV0012470	12/05/2014	JAN2015	001-301-820-874		12/05/2014	561.68
REGIONS FINANCIAL CORPORATION	INV0012470	12/05/2014	JAN2015	001-301-830-873		12/05/2014	33.58
CINTAS	215765391	12/05/2014	STREET	001-301-535-233		12/05/2014	104.53
PAUL'S WELDING	5489	12/10/2014	WELD ZIPPER	001-301-630-360		12/10/2014	1,020.00
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-301-604-330		12/05/2014	62.75
OKT COUNTY BOARD OF SUPERVISORS	INV0012520	12/10/2014	PO#A-0470 CRS2	001-301-555-250		12/10/2014	775.00
WATERS TRUCK & TRACTOR CO. INC.	1-24380032	12/10/2014	MOTOR 35H STARTER	001-301-555-250		12/10/2014	473.73
WELDING WORKS & TRUCK ASSY	1481	12/10/2014	REPAIR HAND RAIL ON SITE	001-301-630-360		12/10/2014	450.00
WELDING WORKS & TRUCK ASSY	1482	12/10/2014	CUT & REPAIRED FILLER PLATE FOR MAN HOLE	001-301-630-360		12/10/2014	165.00
DIXIE WHOLESAL	438082	12/10/2014	MANHOLE COVER/RISER	001-301-555-250		12/10/2014	416.55
BELL BUILDING SUPPLY, INC.	98002	12/10/2014	WEDGE ANCHOR 1/2x2 3/4 CASTERS	001-301-555-250		12/10/2014	27.59
IVY AUTO PARTS, LLC.	484192	12/10/2014	CLEAR RTV CART / CAULKING GUN	001-301-555-250		12/10/2014	47.96
IVY AUTO PARTS, LLC.	484234	12/10/2014	POLICY#0290WC2014 WORKER COMP COVERAGE	001-301-491-135		12/09/2014	7,240.72
MISS MUNICIPAL WORKERS COMPENSATIO	INV0012521	12/10/2014	PO#A-0477 CRS2	001-301-555-250		12/10/2014	775.00
SUPERVISORS	5001551243	12/10/2014	ELASTIC STRIP / SERVICE CHARGE	001-301-555-250		12/10/2014	19.73
CINTAS	215767104	12/11/2014	STREET	001-301-535-233		12/11/2014	104.53
NUNLEY TRUCKING CO., INC.	17135	12/10/2014	ONE LOAD OF 89=26.40TON	001-301-560-270		12/10/2014	671.62

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CLARKE MOSQUITO CONTRO	5063254	12/10/2014	BIOMIST MOSQ SPRAY/FRT	001-301-515-221		12/10/2014	1,544.48

Outstanding Total: 18,808.93

Department 301 - STREET DEPARTMENT Total: 18,808.93

Department: 302 - STREET LIGHTING

Outstanding

STARVVILLE ELECTRIC	INV0012488	12/08/2014	SED BILL BY DEPT	001-302-625-380		12/08/2014	327.93
4-COUNTY ELECTRIC POWER ASSOCIATION	3449	12/09/2014	ELECTRIC BILLS BY DEPT	001-302-625-380		12/09/2014	8,717.20
STARVVILLE ELECTRIC	INV0012512	12/09/2014	SED BILLS BY DEPT	001-302-625-380		12/09/2014	27,566.59

Outstanding Total: 36,611.82

Department 302 - STREET LIGHTING Total: 36,611.82

Department: 360 - ANIMAL CONTROL

Outstanding

RACKLEY OIL, INC.	INV0012494	12/08/2014	GAS FUEL CHARGES	001-360-525-231		12/08/2014	50.91
RACKLEY OIL, INC.	000396595	12/05/2014	GAS FUEL CHARGES	001-360-525-231		12/05/2014	55.14
BOB'S MOBILE RADIO	01012015	12/05/2014	MONTHLY CONTRIBUTION	001-360-630-404		12/05/2014	9.00
OKTBBEHA COUNTY	01012015	12/05/2014	QUARTERLY CONTRIBUTION	001-360-951-955		12/05/2014	26,500.00
HUMANE SOCIETY, IN							
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	001-360-620-370		12/05/2014	1.72
ANIMAL CARE EQUIPMENT & SVS	31513	12/08/2014	CABLE LEAD AND LEASHES	001-360-555-250		12/08/2014	66.82
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	001-360-604-330		12/05/2014	62.75
MISS MUNICIPAL WORKERS COMPENSATIO	6072	12/09/2014	POLICY#0290WC2014 WORKER COMP COVERAGE	001-360-491-135		12/09/2014	262.28

Outstanding Total: 27,008.62

Department 360 - ANIMAL CONTROL Total: 27,008.62

Department: 500 - LIBRARIES

Outstanding

STARVVILLE/OKTBBEHA LIBRARY	01012015	12/05/2014	QUARTERLY CONTRIBUTION	001-500-900-802		12/05/2014	42,600.00
-----------------------------	----------	------------	------------------------	-----------------	--	------------	-----------

Outstanding Total: 42,600.00

Department 500 - LIBRARIES Total: 42,600.00

Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK

Outstanding

MS STATE UNIVERSITY AGRICENTER	01012015	12/05/2014	QUARTERLY CONTRIBUTION	001-541-625-380		12/05/2014	7,500.00
--------------------------------	----------	------------	------------------------	-----------------	--	------------	----------

Outstanding Total: 7,500.00

Department 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total: 7,500.00

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 550 - PARKS AND REC DEPARTMENT							
Outstanding							
PARK COMMISSION	01012015	12/05/2014	FY2014-2015 MONTH OF JANUARY 2015	001-550-951-956		12/05/2014	78,366.67
Outstanding Total:							78,366.67
Department 550 - PARKS AND REC DEPARTMENT Total:							78,366.67
Department: 600 - CAPITAL PROJECTS							
Outstanding							
APAC-MISSISSIPPI, INC	4000050878	12/10/2014	MT 9.5MM ASPHALT	001-600-912-815		12/10/2014	1,551.59
APAC-MISSISSIPPI, INC	4000050915	12/10/2014	MT 9.5 MM ASPHALT	001-600-912-815		12/10/2014	452.03
STARVILE ELECTRIC	INV0012513	12/09/2014	STREET LIGHTS	001-600-721-813		12/09/2014	1,884.00
STARVILE ELECTRIC	INV0012513	12/09/2014	UNIVERSITY DRIVE LIGHTS	001-600-721-813		12/09/2014	950.11
STARVILE ELECTRIC	10000060	12/08/2014	STREET LIGHT BULBS	001-600-721-813		12/08/2014	509.25
MITCHELL, MCNUTT, & SAM, P.A.	287509.	12/11/2014	CARVER DRIVE	001-600-912-822		12/11/2014	1,925.74
Outstanding Total:							7,272.72
Department 600 - CAPITAL PROJECTS Total:							7,272.72
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS							
Outstanding							
STARVILE MAIN STREET ASSOCIATION	00117.	12/11/2014	SHUTTLE SVCS - VANDERBILT	001-653-702-708		12/11/2014	419.00
STARVILE MAIN STREET ASSOCIATION	00117	12/11/2014	SHUTTLE SVCS - TN MARTIN	001-653-702-708		12/11/2014	306.50
Outstanding Total:							725.50
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:							725.50
Department: 800 - DEBT SERVICE							
Outstanding							
MS DEVELOPMENT AUTHORITY	INV0012467	12/05/2014	GMS#327 SERVICE ZONE CAP JAN2015	001-800-820-829		12/05/2014	3,757.15
MS DEVELOPMENT AUTHORITY	INV0012467	12/05/2014	GMS#327 SERVICE ZONE CAP JAN2015	001-800-830-827		12/05/2014	370.72
MS DEVELOPMENT AUTHORITY	INV0012468	12/05/2014	GMS#326 SERVICE ZONE CAP JAN2015	001-800-820-829		12/05/2014	3,846.59
MS DEVELOPMENT AUTHORITY	INV0012468	12/05/2014	GMS#326 SERVICE ZONE CAP JAN2015	001-800-830-827		12/05/2014	281.28
Outstanding Total:							8,255.74
Department 800 - DEBT SERVICE Total:							8,255.74
Fund 001 - GENERAL FUND Total:							442,280.28
Fund: 003 - RESTRICTED FIRE FUND							
Department: 560 - MISSING DESCRIPTION FOR DEPT - 560							
Outstanding							
OSHKOSH CAPITAL	5054873	12/11/2014	LEASE#66812000 VEHICLES	003-560-820-874		12/11/2014	95,413.78

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name Payable Number Post Date

OSHKOSH CAPITAL 5054873 12/11/2014

Description (Item) Account Number

LEASE#06812000 VEHICLES 003-560-830-873

Project Account Key Post Date Amount

12/11/2014 8,900.14

Outstanding Total: 104,313.92

Department 560 - MISSING DESCRIPTION FOR DEPT - 560 Total: 104,313.92

Fund 003 - RESTRICTED FIRE FUND Total: 104,313.92

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

NESCO ELECTRICAL 51979244.001 12/11/2014

DISTRIBUTORS

NESCO ELECTRICAL 51980168.001 12/11/2014

DISTRIBUTORS

RACKLEY OIL INC. 000395280 12/11/2014

CANON SOLUTIONS 263779 12/11/2014

AMERICA-BURLINGTON

JOHN DAVID WYNN, JR 35 12/11/2014

GARSTE/PROGRESS LLC 29038 12/11/2014

CSPIRE WIRELESS INV0012481 12/05/2014

MISS MUNICIPAL WORKERS 6072 12/09/2014

COMPENSATIO

VOLT BALLAST / FLUORESCENT LAMP 015-505-630-400

ORANGE WIRE NUTS 015-505-630-400

REGULAR UNLEADED GAS 015-505-525-231

FUEL CHARGES 015-505-600-338

COPIES

10.45HRS WORKED-WEED EAT & MOWING SERVICES 015-505-600-338

100LL REAL LATCH MFG PID:1019719 / S&H 015-505-691-550

INTERNET SERVICES 015-505-604-330

POLICY#0290WC2014 015-505-491-135

WORKER' COMP COVERAGE

Outstanding Total: 728.76

Department 505 - AIRPORT Total: 728.76

Fund 015 - AIRPORT FUND Total: 728.76

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

METROCAST INV0012474 12/05/2014

GOLDEN TRIANGLE WASTE 12867 12/05/2014

SVC.

GOLDEN TRIANGLE WASTE 12871 12/05/2014

SVC.

GATEWAY TIRE & SERVICE 1102540833 12/05/2014

CENTER

GATEWAY TIRE & SERVICE 1102543419 12/05/2014

CENTER

GOLDEN TRIANGLE REG INV0012475 12/05/2014

SOLID WASTE MAN

GOLDEN TRIANGLE REG INV0012487 12/08/2014

SOLID WASTE MAN

STARKVILLE DAILY NEWS INV0012490 12/08/2014

NOV2014 CHARGES 022-322-604-330

RUBY TUESDAY NOV2014 022-322-600-379

MCDONALDS NOV2014 022-322-600-379

TRUCK#96 022-322-630-400

TRUCK#88 022-322-630-400

SOLID WASTE TICKETS #434 022-322-600-379

SOLID WASTE TICKETS 022-322-600-379

ADVERTISING 022-322-604-330

12/05/2014 73.33

12/05/2014 475.00

12/05/2014 1,115.00

12/05/2014 307.31

12/05/2014 15.00

12/05/2014 31,355.48

12/08/2014 28,718.19

12/08/2014 252.70

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	022-322-620-370		12/05/2014	18.06
CINTAS	215765395	12/05/2014	SANITATION	022-322-535-233		12/05/2014	197.10
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	022-322-604-330		12/05/2014	62.75
MISS MUNICIPAL WORKER'S COMPENSATIO	6072	12/09/2014	POLICY#0290WC2014 WORKER COMP COVERAGE	022-322-491-135		12/09/2014	15,928.55
QUILL CORPORATION	CMC000287	12/08/2014	CREDIT MEMO REF#960248 PER VENDOR	022-322-501-200		12/08/2014	-45.78
STARKVILLE WAREHOUSE COMPANY	INV0012522	12/10/2014	SPACE 56 (DEC2014)	022-322-551-239		12/10/2014	360.00
CINTAS	215767108	12/11/2014	SANITATION	022-322-535-233		12/11/2014	197.10

Outstanding Total: 79,029.79

Department 322 - SANITATION DEPARTMENT Total: 79,029.79

Department: 325 - RUBBISH

Outstanding

BELL BUILDING SUPPLY, INC.	96748	12/05/2014	PAINT BRUSHES	022-325-555-250		12/05/2014	30.14
BANCORPSOUTH	01012015	12/05/2014	#002-0070314-007 CHASSISS W/NEW WAY 34YARD	022-325-820-874		12/05/2014	3,323.32
BANCORPSOUTH	01012015	12/05/2014	#002-0070314-007 CHASSISS W/NEW WAY 34YARD	022-325-830-873		12/05/2014	113.45
EQUIPMENT FINANCE	INV0012469	12/05/2014	JAN2015	022-325-820-874		12/05/2014	2,649.02
REGIONS FINANCIAL CORPORATION	INV0012469	12/05/2014	JAN2015	022-325-830-873		12/05/2014	87.32
REGIONS FINANCIAL CORPORATION	006638.	12/11/2014	TAX OWED	022-325-501-203		12/11/2014	2.78

Outstanding Total: 6,206.03

Department 325 - RUBBISH Total: 6,206.03

Department: 341 - LANDSCAPING

Outstanding

INGRAM EQUIPMENT COMPANY, LLC	S239-IN	12/05/2014	CHASSIS REPAIRS	022-341-630-360		12/05/2014	5,386.92
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	022-341-604-330		12/05/2014	73.33
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	022-341-620-370		12/05/2014	5.16
CINTAS	215765395	12/05/2014	SANITATION	022-341-535-233		12/05/2014	53.66
MISS MUNICIPAL WORKER'S COMPENSATIO	6072	12/09/2014	POLICY#0290WC2014 WORKER COMP COVERAGE	022-341-491-135		12/09/2014	3,363.95
CINTAS	215767108	12/11/2014	SANITATION	022-341-535-233		12/11/2014	53.66

Outstanding Total: 8,936.68

Department 341 - LANDSCAPING Total: 8,936.68

Fund 022 - SANITATION Total: 94,172.50

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 023 - LANDFILL ACCOUNT							
Department: 323 - SANITARY LANDFILL							
Outstanding							
FASTENAL COMPANY	MSSTAS3631	12/05/2014	28"SAFETY CONE / CAUTION TAPE	023-323-630-400		12/05/2014	233.14
THOMPSON MACHINERY	WO110038538	12/05/2014	REPAIR TO DCR BLOWN HOSES/BROKEN BLADES	023-323-630-400		12/05/2014	2,944.87
ROCK HILL WATER ASSOCIATION	INV0012485	12/05/2014	NOV	023-323-625-380		12/05/2014	57.00
BANCORPSOUTH EQUIPMENT FINANCE	#24	12/05/2014	CONTRACT#002-0070314-008 (NOV.18,2014)	023-323-820-874		12/05/2014	1,352.85
BANCORPSOUTH EQUIPMENT FINANCE	#24	12/05/2014	CONTRACT#002-0070314-008 (NOV.18,2014)	023-323-830-873		12/05/2014	36.35
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	023-323-620-370		12/05/2014	0.86
CINTAS	CM0000289	12/11/2014	CREDIT MEMO PER VENDOR OVERPAYMENT	023-323-535-233		12/11/2014	-83.81
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES BY DEPT	023-323-604-330		12/12/2014	80.02
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0012598	12/12/2014	ELECTRIC BILLS BY DEPT	023-323-625-380		12/12/2014	134.43
CINTAS	215765394	12/05/2014	LANDFILL POLICY#0290WC2014	023-323-535-233		12/05/2014	35.00
MISS MUNICIPAL WORKERS COMPENSATIO	6072	12/09/2014	WORKER' COMP COVERAGE	023-323-491-135		12/09/2014	1,300.96
CINTAS	215767107	12/11/2014	LANDFILL	023-323-535-233		12/11/2014	35.00
Outstanding Total:							6,126.67
Department 323 - SANITARY LANDFILL Total:							6,126.67
Fund 023 - LANDFILL ACCOUNT Total:							6,126.67
Fund: 107 - COMPUTER ASSESSMENTS							
Department: 112 - COMPUTER ASSESSMENTS							
Outstanding							
TYLER TECHNOLOGIES	025-111089	12/05/2014	COURT ONLINE (DEC2014)	107-112-600-303		12/05/2014	175.00
TYLER TECHNOLOGIES	025-112914	12/11/2014	COURT ONLINE (JAN2014)	107-112-600-303		12/11/2014	175.00
Outstanding Total:							350.00
Department 112 - COMPUTER ASSESSMENTS Total:							350.00
Fund 107 - COMPUTER ASSESSMENTS Total:							350.00
Fund: 311 - PARKING MILL PROJECT							
Department: 656 - PARKING MILL PROJECT							
Outstanding							
DALE PARTNERS	50203	12/12/2014	32338.00	311-656-600-333		12/12/2014	32,338.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MALOUF CONSTRUCTION CORP	INV0012508	12/08/2014	STARKVILLE PARKING GARAGE - PHASE 2	311-656-912-850		12/08/2014	1,171,606.50

Outstanding Total: 1,203,944.50

Department 656 - PARKING MILL PROJECT Total: 1,203,944.50

Fund 311 - PARKING MILL PROJECT Total: 1,203,944.50

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

K.A.E'S KREATIONS	2211.	12/09/2014	GILLESPIE ST. CENTER REPLACED WINDOW FRAME/BLINDS	375-551-907-942		12/09/2014	3,695.00
WAL MART- PARK AND REC ACCOUNT	05567	12/10/2014	CULINARY SUPPLIES	375-551-907-942		12/10/2014	120.42
WAL MART- PARK AND REC ACCOUNT	07767	12/10/2014	SUPPLIES	375-551-907-942		12/10/2014	128.79
R&M TIRES	1098900	12/09/2014	OIL FILTER, MOTOR OIL, OILCHANGE	375-551-907-942		12/09/2014	45.45
HOWELL'S PEST CONTROL	INV0012517	12/10/2014	SPORTSLEX GS WS	375-551-907-942		12/10/2014	90.00
NEWELL PAPER COMPANY	732326	12/09/2014	JANITORIAL SUPPLIES	375-551-907-942		12/09/2014	147.93
NEWELL PAPER COMPANY	732705	12/09/2014	JANITORIAL SUPPLIES	375-551-907-942		12/09/2014	267.12
TCC FACILITIES	924	12/09/2014	JANITORIAL SERVICE NOV2014	375-551-907-942		12/09/2014	1,600.00
MANAGEMENT, INC							
RACKLEY OIL INC.	00011302	12/09/2014	GAS	375-551-907-942		12/09/2014	94.27
LOWE'S	07702	12/09/2014	AC#99007173273 SUPPLIES	375-551-907-942		12/09/2014	28.65
ATCO INTERNATIONAL	10420664	12/09/2014	SUPPLIES	375-551-907-942		12/09/2014	337.28
SPORTSIGNUP	124343	12/09/2014	NOV2014 SERVICES	375-551-907-942		12/09/2014	807.00
LOWE'S	06716	12/09/2014	AC#99007173273 SUPPLIES	375-551-907-942		12/09/2014	18.12
LOWE'S	07895	12/09/2014	AC#99007173273 SUPPLIES	375-551-907-942		12/09/2014	9.39
OREILLY AUTO PARTS	0997-208821	12/10/2014	ANTIFREEZ	375-551-907-942		12/10/2014	51.96
OREILLY AUTO PARTS	0997-208871	12/10/2014	BATTERY, TERM PROTECT	375-551-907-942		12/10/2014	122.83
LOWE'S	17943	12/09/2014	AC#99007173273 SUPPLIES	375-551-907-942		12/09/2014	63.63
OREILLY AUTO PARTS	0997-20896	12/10/2014	PER VENDOR CREDIT OFF INVOICE#0997-208871	375-551-907-942		12/10/2014	-15.00
HILL MANUFACTURING COMPANY, INC.	833832-78	12/10/2014	MOP HEADS, JANITORIAL SUPPLIES	375-551-907-942		12/10/2014	247.72
CHARLES ROSE	597407	12/10/2014	RADIATOR, ENGINE COOLANT FLUSH/PREVENTIV	375-551-907-942		12/10/2014	369.99
WAL MART- PARK AND REC ACCOUNT	04067	12/10/2014	IPPSDEFRTX / COMBO INK	375-551-907-942		12/10/2014	94.85
LOWE'S	07798	12/09/2014	AC#99007173273 SUPPLIES	375-551-907-942		12/09/2014	335.23

Outstanding Total: 8,660.63

Department 551 - PARK & REC TOURISM Total: 8,660.63

Fund 375 - PARK AND REC TOURISM Total: 8,660.63

Expense Approval Report						Post Dates: 12/5/2014 - 12/12/2014	
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 400 - WATER & SEWER DEPARTMENTS							
Department: 000 - UNDESIGNATED							
Outstanding							
DIXIE WHOLESALE WATERWORKS	437067	12/08/2014	SUPPLIES	400-000-070-250		12/08/2014	3,018.36
DIXIE WHOLESALE WATERWORKS	437433	12/11/2014	SUPPLIES	400-000-070-250		12/11/2014	2,140.95
DIXIE WHOLESALE WATERWORKS	437429	12/11/2014	SUPPLIES	400-000-070-250		12/11/2014	343.92
CENTRAL PIPE SUPPLY, INC.	2288	12/05/2014	3/4", 1", 1 1/2", 2" COMP COUPL SUPPLIES	400-000-070-250		12/05/2014	891.84
DIXIE WHOLESALE WATERWORKS	437715	12/10/2014	SUPPLIES	400-000-070-250		12/10/2014	4,834.84
LAWSON PRODUCTS, INC.	9302909589	12/11/2014	SUPPLIES	400-000-070-250		12/11/2014	231.98
Outstanding Total:							11,461.89
Department 000 - UNDESIGNATED Total:							11,461.89
Department: 721 - NEW CONSTRUCTION REHAB							
Outstanding							
RONNIE JONES CONSTRUCTION, INC	9291-STARK	12/11/2014	FILL SAND	400-721-630-566		12/11/2014	1,616.16
RONNIE JONES CONSTRUCTION, INC	9298-STARK	12/11/2014	FILL SAND	400-721-630-566		12/11/2014	2,021.32
COMPLIANCE ENVIROSYSTEMS, LLC	1361-2	12/10/2014	SUPPLIES	400-721-600-338		12/10/2014	54,005.43
APAC-MISSISSIPPI, INC	4000050574	12/11/2014	ASPHALT - ST9.5MM RAP	400-721-630-563		12/11/2014	449.09
RONNIE JONES CONSTRUCTION, INC	121765	12/11/2014	GABION STONE	400-721-630-566		12/11/2014	1,026.75
BELL BUILDING SUPPLY, INC.	95790	12/10/2014	SAKRETE	400-721-555-250		12/10/2014	20.75
BELL BUILDING SUPPLY, INC.	95795	12/10/2014	SAKRETE	400-721-555-250		12/10/2014	20.75
DIXIE WHOLESALE WATERWORKS	437208	12/10/2014	4" CLASS 150C-900 DR18	400-721-630-566		12/10/2014	244.00
STARKVILLE AUTO PARTS OKTIBBEHA COUNTY	5151-74594 816986	12/10/2014 12/10/2014	STARTER FLUID TOP SOIL	400-721-630-400 400-721-555-250		12/10/2014 12/10/2014	7.18 72.00
COOPERATIVE BELL BUILDING SUPPLY, INC.	96439	12/10/2014	48"HANDLE	400-721-555-250		12/10/2014	4.39
FASTENAL COMPANY	MSSTA54028	12/11/2014	DIPPED GLOVES / STRING KNIT GLOVES	400-721-555-250		12/11/2014	14.30
OKTIBBEHA COUNTY COOPERATIVE	820091	12/10/2014	LCR ALPHABURLY PRO	400-721-535-233		12/10/2014	84.86
PRISOCK DIRT CONSTRUCTION	INV0012592	12/11/2014	RESEARCH PARK/300 TRADITIONS-RELOCATE WATERLINE	400-721-630-564		12/11/2014	2,005.00
PRISOCK DIRT CONSTRUCTION	INV0012593	12/11/2014	BRUSH CUTTING & CLEANING OUT SEWER LINES	400-721-630-564		12/11/2014	4,927.50

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number
COMPLIANCE	1361-3	12/10/2014	SUPPLIES	400-721-600-338
ENVIROSYSTEMS, LLC				
BELL BUILDING SUPPLY, INC.	95156	12/10/2014	SAKRETE	400-721-555-250
BANCORPSOUTH	01252015	12/05/2014	JAN2015	400-721-820-874
EQUIPMENT FINANCE				
TERRY STIDHAM	624470	12/11/2014	CITY PARKING LOT TO WATER LINE SULLIVANS	400-721-630-564
CINTAS	215765388	12/05/2014	REHAB	400-721-535-233
STARKVILLE AUTO PARTS	5151-75008	12/10/2014	MOTOR OIL	400-721-630-400
CSPIRE WIRELESS	INV0012481	12/05/2014	INTERNET SERVICES	400-721-604-330
MISS MUNICIPAL WORKERS	6072	12/09/2014	POLICY#0290WC2014 WORKER COMP COVERAGE	400-721-691-135
COMPENSATIO			REHAB	400-721-535-233
CINTAS	215767101	12/11/2014		

Outstanding Total: 23.23
96,672.91

Department 721 - NEW CONSTRUCTION REHAB Total: 96,672.91

Department 723 - WATER DEPARTMENT

Outstanding

STARKVILLE AUTO PARTS	5151-73881	12/10/2014	HYD FLUID 2 BUCKETS	400-723-630-400
STARKVILLE AUTO PARTS	5151-73885	12/10/2014	PLASTIC FUNNELS	400-723-630-400
MISSISSIPPI 811	150207	12/10/2014	ACTUAL USAGE (11/1/2013- 10/31/2014)	400-723-691-550
COLUMBUS RUBBER & GASKET CO., INC.	486555-001	12/10/2014	HOSE ASSEMBLY & SUPPLIES	400-723-630-400
CANON SOLUTIONS AMERIC	861357	12/12/2014	UCOYO-NOV2014 MONTHLY USAGE	400-723-604-330
RACKLEY OIL, INC.	86818/1	12/10/2014	PADLOCK / CHAIN / DISCOUNT	400-723-585-277
POWERSTROKE EQUIPMENT SALES & SVC	0611	12/10/2014	REPAIR PUMP&SAW	400-723-630-400
POWERSTROKE EQUIPMENT SALES & SVC	0619	12/10/2014	CHAIN, FILES, SHARPEN CHAIN	400-723-630-400
FASTENAL COMPANY	MS2TAS4066	12/11/2014	VENDING USAGE	400-723-555-250
GATEWAY TIRE & SERVICE CENTER	1102536643	12/10/2014	ON SITE REPAIR OF FLAT ON BACKHOLE	400-723-630-400
STARKVILLE AUTO PARTS	5151-74739	12/10/2014	AIR FILTERS, HYDFILTER, HHC, HYDFLUID, OIL	400-723-630-400
EAST MISSISSIPPI LUMBER CO.	87212/1	12/10/2014	2x6-20' SPRUCE/ 2x4-16' SPRUCE /DISCOUNT	400-723-585-277
BELL BUILDING SUPPLY, INC.	96842	12/10/2014	PLIERS, CLEANER, SCREWDRIVER	400-723-555-250
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	400-723-604-330
METROCAST	INV0012474	12/05/2014	NOV2014 CHARGES	400-723-604-330
APAC-MISSISSIPPI, INC	4000051047	12/11/2014	BC-1 SUPPLIES	400-723-587-279
APAC-MISSISSIPPI, INC	4000051065	12/11/2014	SC1 TV8	400-723-587-279
MNC MATERIALS, INC.	351004	12/11/2014	3000 PSI / BAG FIBER	400-723-587-279

	12/10/2014	79.90
	12/10/2014	3.48
	12/10/2014	5,496.98
	12/10/2014	555.44
	12/12/2014	36.57
	12/10/2014	17.48
	12/10/2014	222.92
	12/10/2014	35.98
	12/11/2014	352.70
	12/10/2014	141.00
	12/10/2014	577.41
	12/10/2014	118.14
	12/10/2014	32.99
	12/05/2014	73.34
	12/05/2014	73.33
	12/11/2014	887.89
	12/11/2014	453.50
	12/11/2014	792.00

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
RICKY REVES	709540	12/10/2014	BUILD (S) 4X8 CABINETS FOR CITY WATER DEPT	400-723-630-360		12/10/2014	1,350.00
THE WELDING WORKS LLC	1478	12/10/2014	CONCRETE FORMS & REPAIR	400-723-587-279		12/10/2014	950.00
THE WELDING WORKS LLC	1479	12/10/2014	REPAIR BULK HEAD / REPLACE HYDRAULINE	400-723-630-400		12/10/2014	910.00
TRADE AMERICA INC.	19109	12/10/2014	VASLINE, CARTRIDGES	400-723-585-277		12/10/2014	241.63
TRADE AMERICA INC.	19112	12/11/2014	SEWER DEGREASER	400-723-577-274		12/11/2014	1,635.75
TRADE AMERICA INC.	19113	12/10/2014	DARTCUPS, RAID	400-723-585-277		12/10/2014	108.32
CINTAS FIRST AID & SAFETY	5002149789	12/11/2014	MEDS CABINET SUPPLIES/SERVICE CHARGE	400-723-585-277		12/11/2014	175.66
STARKVILLE AUTO PARTS	5151-74839	12/10/2014	OIL FILTER	400-723-630-400		12/10/2014	34.76
BELL BUILDING SUPPLY, INC	97155	12/10/2014	KNEE PADS	400-723-555-250		12/10/2014	22.99
HANDYMAN RENTALS	006739	12/10/2014	SHARPEN SAW BLADE	400-723-630-400		12/10/2014	6.00
BUGS B GONE	221358	12/10/2014	PEST CONTROL	400-723-691-550		12/10/2014	15.00
NEXAIR, LLC	03377098	12/09/2014	CYLINDER MAINT - WATER	400-723-555-250		12/09/2014	73.62
NEXAIR, LLC	03384645	12/09/2014	CYLINDER MAINT (AUTO)	400-723-555-250		12/09/2014	243.81
BUGS B GONE	222944	12/10/2014	PEST CONTROL	400-723-691-550		12/10/2014	90.00
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	400-723-620-370		12/05/2014	1.72
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	400-723-620-370		12/05/2014	16.34
OKTIBBEHA COUNTY COOPERATIVE	822017	12/10/2014	REPAIR PUMP SUPPLIES	400-723-630-400		12/10/2014	116.90
TERRY STIDHAM	624472	12/11/2014	HWY 12 METER BOX	400-723-630-400		12/11/2014	1,610.00
JASON TOWNSEND	INV0012594	12/11/2014	REIMBURSE PLUMBING CHARGES	400-723-691-550		12/11/2014	313.08
VERIZON WIRELESS	9736477172	12/12/2014	DEC2014 PHONE CHARGES BY DEPT	400-723-604-330		12/12/2014	189.39
CINTAS	215765392	12/05/2014	AUTO	400-723-535-233		12/05/2014	39.29
CINTAS	215765393	12/05/2014	WATER	400-723-535-233		12/05/2014	135.74
RACKLEY OIL INC.	000397331	12/10/2014	DELO 15W40 OIL/10W40 HAVOLINE/ EXCISE	400-723-630-400		12/10/2014	83.73
FEDEX	2-864-62720	12/09/2014	FEDEX CHARGES (NOV2014)	400-723-691-550		12/09/2014	65.48
OKTIBBEHA COUNTY COOPERATIVE	822633	12/10/2014	KNEE PADS	400-723-585-277		12/10/2014	43.98
FASTENAL COMPANY	MSSTA54270	12/11/2014	VENDING USAGE	400-723-555-250		12/11/2014	169.51
FASTENAL COMPANY	MSSTA54289	12/11/2014	PIVOTING GRINDER	400-723-555-250		12/11/2014	224.24
UNITED RENTALS (NORTH AMERICA), INC.	124756283-001	12/10/2014	CHAIN DIAMOND / 16"GRIT CHAIN	400-723-630-400		12/10/2014	1,256.00
THE WELDING WORKS LLC	1480	12/10/2014	SERVICES AND REPAIRS	400-723-630-400		12/10/2014	3,350.00
TRADE AMERICA INC.	19114	12/10/2014	YELLOW POST-IT NOTES	400-723-585-277		12/10/2014	14.90
M. B. HAMPTON	4444	12/10/2014	CONCRETE REPAIR	400-723-587-279		12/10/2014	2,475.00
MISS MUNICIPAL WORKERS COMPENSATIO	6072	12/09/2014	POLICY#0290WC2014 WORKER' COMP COVERAGE	400-723-491-135		12/09/2014	1,435.36

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MISS MUNICIPAL WORKERS COMPENSATIO	6072	12/09/2014	POLICY#0290WC2014 WORKER COMP COVERAGE	400-723-491-135		12/09/2014	6,370.38
GOLDEN TRIANGLE PLANNING & DEVELOPM	3274	12/11/2014	TALKING WARRIOR WATER	400-723-600-364		12/11/2014	458.50
CINTAS	215767105	12/11/2014	AUTO	400-723-535-233		12/11/2014	39.29
CINTAS	215767106	12/11/2014	WATER	400-723-535-233		12/11/2014	135.74
BELL BUILDING SUPPLY, INC.	76146	12/10/2014	PIPE COPPER /FLARING TOO	400-723-555-250		12/10/2014	92.48
BELL BUILDING SUPPLY, INC.	79467	12/10/2014	BLK BUSH / GAL NIP SUPPLE	400-723-555-250		12/10/2014	5.36
BELL BUILDING SUPPLY, INC.	76543	12/10/2014	NUTDRIVER	400-723-555-250		12/10/2014	24.99
BELL BUILDING SUPPLY, INC.	88099	12/10/2014	BLOCK SOLID	400-723-555-250		12/10/2014	61.00
Outstanding Total:							34,536.99

Department 723 - WATER DEPARTMENT Total: 34,536.99

Department: 726 - WASTEWATER TREATMENT PLANT

Outstanding

METTLER TOLEDO, INC	641060260	12/10/2014	FULL PREVENTIVE MAINT ONSITE/CALIBRATE.FUEL CHARGE	400-726-555-250		12/10/2014	319.50
HACH	9054114	12/10/2014	SUPPLIES	400-726-577-274		12/10/2014	818.84
HACH	9056164	12/10/2014	SUPPLIES	400-726-577-274		12/10/2014	810.59
STARKVILLE AUTO PARTS	62470	12/10/2014	REPAIR COOLANT LEAK & CHECK BATTERY LIGHT	400-726-630-400		12/10/2014	1,384.13
HACH	9058138	12/10/2014	SUPPLIES	400-726-577-274		12/10/2014	27.95
TRADE AMERICA INC.	19060	12/10/2014	GLOVES, LINERS, TOWELS, DISTILLED WATER	400-726-555-250		12/10/2014	186.59
EAST MISSISSIPPI LUMBER CO.	86930/1	12/10/2014	SUPPLIES / DISCOUNT	400-726-555-250		12/10/2014	34.76
STARKVILLE AUTO PARTS	5151-74549	12/10/2014	PRESSURE GAUGE, FRT.MOTOR OIL	400-726-630-400		12/10/2014	88.16
ARGUS ANALYTICAL, INC	1019867	12/10/2014	WEEKLY TEST 11/19/14 NPDES	400-726-600-314		12/10/2014	234.00
HYDRA SVC., INC	106696	12/10/2014	8"x20"HOSE/8"x50"HOSE/8" 90ELBOW	400-726-630-400		12/10/2014	2,077.00
ORMAN'S WELDING & FAB, INC.	24913	12/10/2014	INSTALL PUMP #3 AT TRIMCANE	400-726-630-428		12/10/2014	450.00
SOUTHERN PIPE AND SUPPLY CO., INC	8188041-00	12/11/2014	3/4x3/4 BRASS MINPT STIRT CONN	400-726-555-250		12/11/2014	42.52
HACH	9129754	12/10/2014	SUPPLIES	400-726-577-274		12/10/2014	753.87
DELTA COM	INV0012480	12/05/2014	NOV2014 PHONE CHARGES	400-726-630-400		12/05/2014	72.97
NESCO ELECTRICAL DISTRIBUTORS	51980734.001	12/11/2014	INSUL-TAP CONN / NYLON CABLE TIES	400-726-555-250		12/11/2014	187.07
SULLIVAN'S OFFICE SUPPLY, INC.	172553	12/10/2014	OFFICE SUPPLIES	400-726-501-200		12/10/2014	105.34
ARGUS ANALYTICAL, INC	1019949	12/10/2014	WEEKLY TEST 11/25/14 NPDES	400-726-600-314		12/10/2014	234.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TRADE AMERICA INC.	19117	12/10/2014	GLOVES, DISTILLED WATER, TUFF/08, CAN LINERS	400-726-555-250		12/10/2014	267.01
REGIONS FINANCIAL CORPORATION	01232015	12/05/2014	#001-0007521-005 JAN2015 SEWERLETTER&FREIGHTLINE	400-726-820-874		12/05/2014	14,057.55
REGIONS FINANCIAL CORPORATION	01232015	12/05/2014	#001-0007521-005 JAN2015 SEWERLETTER&FREIGHTLINE	400-726-830-873		12/05/2014	496.88
ORMAN'S WELDING & FAB, INC.	249333	12/10/2014	PULL PUMP 1 @ SHERWOOD	400-726-630-400		12/10/2014	180.00
ORMAN'S WELDING & FAB, INC.	24935	12/10/2014	CHANGE OUT CHECK VALVE AT PONY PASTURE	400-726-630-400		12/10/2014	180.00
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA	400-726-604-330		12/05/2014	1.72
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	INSURANCE (NOV2014)	400-726-620-370		12/05/2014	4.30
VERIZON WIRELESS	97364-77172	12/12/2014	INSURANCE (NOV2014)	400-726-604-330		12/12/2014	40.01
STARCKVILLE ELECTRIC	INV0012599	12/12/2014	DEC2014 PHONE CHARGES BY DEPT	400-726-625-380		12/12/2014	2,324.69
CINTAS	215765390	12/05/2014	SED BILLS BY DEPT	400-726-535-233		12/05/2014	6.64
STARCKVILLE AUTO PARTS	5151-74997	12/10/2014	WASTE WATER	400-726-630-400		12/10/2014	124.63
FEDEX	2-864-62720	12/09/2014	LOCKING FUEL CAP / 800LB. HAND TRUCK	400-726-691-550		12/09/2014	179.28
MISS MUNICIPAL WORKERS	6072	12/09/2014	FEDEX CHARGES (NOV2014)	400-726-491-135		12/09/2014	2,601.91
COMPENSATIO			POLICY#0290WC2014				
STARCKVILLE ELECTRIC	INV0012488	12/08/2014	WORKER COMP COVERAGE	400-726-625-380		12/08/2014	67.60
DUTCH LUBRICANTS	CM0000288	12/08/2014	SED BILL BY DEPT	400-726-525-231		12/08/2014	-60.73
CINTAS	215767103	12/11/2014	CREDIT MEMO REF#2302550	400-726-535-233		12/11/2014	6.64
4-COUNTY ELECTRIC POWER ASSOCIATION	3449	12/09/2014	WASTE WATER	400-726-625-380		12/09/2014	744.15
STARCKVILLE ELECTRIC	INV0012512	12/09/2014	ELECTRIC BILLS BY DEPT	400-726-625-380		12/09/2014	22,921.60
HACH	8910588	12/10/2014	SED BILLS BY DEPT	400-726-577-274		12/10/2014	139.59
ENVIRONMENTAL	731062	12/10/2014	SUPPLIES	400-726-577-274		12/10/2014	175.24
RESOURCE ASSOCIATES			COMPLEX				
			NUTRIENTS/SUPPLIES				

Outstanding Total: 52,286.00

Department 726 - WASTEWATER TREATMENT PLANT Total: 52,286.00

Department: 730 - BOND AND OTHER FUND DEBT							
Outstanding							
MS DEVELOPMENT	01012015	12/05/2014	GMS#556 SERVICE ZONE	400-730-924-898		12/05/2014	2,438.10
AUTHORITY			CAP JAN2015				
MS DEVELOPMENT	INV0012466	12/05/2014	GMS#539 SERVICE ZONE	400-730-924-898		12/05/2014	4,907.11
AUTHORITY			CAP JAN2015				
BANCORP SOUTH	INV0012471	12/05/2014	2.6 GO BONDS JAN2015	400-730-890-896		12/05/2014	16,904.52

Outstanding Total: 24,249.73

Department 730 - BOND AND OTHER FUND DEBT Total: 24,249.73

Expense Approval Report

Post Dates: 12/5/2014 - 12/12/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 740 - DRINKING WATER TREATMENT							
Outstanding							
MS CROSS CONNECTION AND BACKFLOW CO	28427	12/08/2014	CCC PROGRAM MNT (DEC2014)	400-740-600-338		12/08/2014	282.00
CERIDIAN BENEFIT SERVICES	332802778	12/05/2014	CERIDIAN-COBRA INSURANCE (NOV2014)	400-740-620-370		12/05/2014	2.58
MISS MUNICIPAL WORKERS COMPENSATIO	6072	12/09/2014	POLICY#0290WC2014 WORKER COMP COVERAGE	400-740-491-135		12/09/2014	341.88
STARKVILLE ELECTRIC	INV0012488	12/08/2014	SED BILL BY DEPT	400-740-625-380		12/08/2014	17,693.13
4-COUNTY ELECTRIC POWER ASSOCIATION	3449	12/09/2014	ELECTRIC BILLS BY DEPT	400-740-625-380		12/09/2014	5,798.63
STARKVILLE ELECTRIC	INV0012512	12/09/2014	SED BILLS BY DEPT	400-740-625-380		12/09/2014	1,957.20

Outstanding Total: 26,075.42Department 740 - DRINKING WATER TREATMENT Total: 26,075.42Fund 400 - WATER & SEWER DEPARTMENTS Total: 245,282.94Grand Total: 2,105,860.20

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	442,280.28	893.43
003 - RESTRICTED FIRE FUND	104,313.92	0.00
015 - AIRPORT FUND	728.76	0.00
022 - SANITATION	94,172.50	0.00
023 - LANDFILL ACCOUNT	6,126.67	0.00
107 - COMPUTER ASSESSMENTS	350.00	0.00
311 - PARKING MILL PROJECT	1,203,944.50	0.00
375 - PARK AND REC TOURISM	8,660.63	0.00
400 - WATER & SEWER DEPARTMENTS	245,282.94	0.00
Grand Total:	2,105,860.20	893.43

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	21,522.25	0.00
001-000-054-208	DUE FROM PARKS & REC	6,201.62	0.00
001-000-070-251	FUEL INVENTORY	20,053.67	0.00
001-000-149-691	MUNICIPAL COURT BON	897.25	0.00
001-000-160-697	DONATION FIRE	87.50	0.00
001-000-160-698	DONATION POLICE	27.06	0.00
001-000-330-135	COURT CLERK SETTLEME	1,678.00	0.00
001-100-604-330	COMMUNICATIONS	342.82	0.00
001-110-491-135	WORKER'S COMPENSATI	413.64	0.00
001-110-501-200	SUPPLIES	439.94	0.00
001-110-604-330	COMMUNICATIONS	287.71	0.00
001-110-620-370	INSURANCE	181.02	0.00
001-120-503-202	COMMITTEE SUPPORT	75.88	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,928.30	0.00
001-120-604-330	COMMUNICATIONS	377.26	0.00
001-120-610-350	TRAVEL	893.43	893.43
001-120-690-555	DUES	35.00	0.00
001-120-691-550	MISCELLANEOUS	2.58	0.00
001-123-491-135	WORKER'S COMPENSATI	476.28	0.00
001-123-501-200	SUPPLIES	137.28	0.00
001-123-604-330	COMMUNICATIONS	523.95	0.00
001-123-620-370	INSURANCE	1.72	0.00
001-123-918-805	MACHINERY AND EQUIP	3,123.12	0.00
001-142-491-135	WORKER'S COMPENSATI	292.29	0.00
001-142-600-338	CONTRACT SERVICES	5,000.00	0.00
001-142-600-340	MAYOR YOUTH COUNCI	1,000.00	0.00
001-145-501-200	SUPPLIES	207.43	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-145-502-201	REFERENCE PUBLICATIO	500.00	0.00
001-145-604-330	COMMUNICATIONS	132.88	0.00
001-145-610-350	TRAVEL	137.00	0.00
001-145-630-400	EQUIPMENT REPAIR &	109.92	0.00
001-145-690-556	OTHER DUES	70.00	0.00
001-145-691-550	MISCELLANEOUS	11.18	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	4,203.32	0.00
001-169-600-309	LEGAL EXPENSES	1,000.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	1,581.05	0.00
001-169-615-342	LEGAL ADVERTISING & N	120.68	0.00
001-180-604-330	COMMUNICATIONS	36.58	0.00
001-180-691-550	MISCELLANEOUS	1.72	0.00
001-190-491-135	WORKER'S COMPENSATI	140.93	0.00
001-190-501-200	SUPPLIES	56.31	0.00
001-190-525-231	GAS & OIL	25.01	0.00
001-190-604-330	COMMUNICATIONS	736.44	0.00
001-190-607-607	HISTORIC PRES COMMIS	31.93	0.00
001-190-630-401	OFFICE EQUIP MAINT	388.12	0.00
001-192-491-135	WORKER'S COMPENSATI	301.42	0.00
001-192-510-220	SUPPLIES - TOOLS	15.00	0.00
001-192-535-233	UNIFORMS	62.22	0.00
001-192-625-380	UTILITIES	1,901.94	0.00
001-195-950-967	TRANSFER HEALTHY HO	359.64	0.00
001-195-951-966	TRANSFER TO CHAMBER	5,000.00	0.00
001-197-491-135	WORKER'S COMPENSATI	565.00	0.00
001-197-604-330	COMMUNICATIONS	185.86	0.00
001-201-491-135	WORKER'S COMPENSATI	22,974.85	0.00
001-201-501-200	SUPPLIES	4,071.75	0.00
001-201-510-220	SUPPLIES - TOOLS	142.00	0.00
001-201-525-231	GAS & OIL	4,084.66	0.00
001-201-535-233	UNIFORMS	9,767.14	0.00
001-201-556-251	POLICE SUPPLIES	3,055.70	0.00
001-201-600-300	PROFESSIONAL SERVICE	4,377.57	0.00
001-201-604-330	COMMUNICATIONS	941.80	0.00
001-201-615-343	PRINTING & BINDING	125.00	0.00
001-201-620-370	INSURANCE	49.88	0.00
001-201-625-380	UTILITIES	1,760.39	0.00
001-201-630-360	SHOP REPAIRS & MAINT	2,101.07	0.00
001-201-630-404	RADIO MAINTENANCE /	580.00	0.00
001-201-691-550	MISCELLANEOUS	10.00	0.00
001-215-541-237	OPERATING SUPPLIES	12,971.80	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-245-600-383	AMBULANCE	3,750.00	0.00
001-250-600-300	PROFESSIONAL SERVICE	102.14	0.00
001-250-600-304	INFORMANT FEES	1,155.00	0.00
001-250-604-330	COMMUNICATIONS	62.75	0.00
001-250-635-368	RENT	550.00	0.00
001-261-491-135	WORKER'S COMPENSATI	35,743.00	0.00
001-261-501-200	SUPPLIES	123.93	0.00
001-261-502-201	REFERENCE PUBLICATION	125.00	0.00
001-261-525-231	GAS & OIL	723.48	0.00
001-261-554-240	FIRE INVESTIGATION	125.00	0.00
001-261-555-250	SUPPLIES & SMALL TOO	92.34	0.00
001-261-600-319	PHYSICAL EXAMINATION	54.00	0.00
001-261-600-430	UNIFORM CLEANING	188.00	0.00
001-261-620-370	INSURANCE	47.30	0.00
001-261-630-360	SHOP REPAIRS & MAINT	6,644.48	0.00
001-261-691-550	MISCELLANEOUS	1,020.32	0.00
001-261-918-805	MACHINERY AND EQUIP	4,626.64	0.00
001-262-555-250	SUPPLIES & SMALL TOO	443.65	0.00
001-263-600-390	FIRE TRAINING	879.50	0.00
001-264-604-330	COMMUNICATIONS	513.04	0.00
001-264-630-404	RADIO MAINTENANCE /	321.04	0.00
001-267-558-269	BUILDING MAINTENANCE	1,560.00	0.00
001-267-625-380	UTILITIES	1,279.51	0.00
001-281-491-135	WORKER'S COMPENSATI	88.73	0.00
001-281-501-200	SUPPLIES	250.42	0.00
001-281-535-233	UNIFORMS	358.58	0.00
001-281-555-250	SUPPLIES & SMALL TOO	38.62	0.00
001-281-604-330	COMMUNICATIONS	147.48	0.00
001-281-620-370	INSURANCE	6.02	0.00
001-281-630-360	SHOP REPAIRS & MAINT	159.95	0.00
001-281-690-553	TRAINING	168.00	0.00
001-281-690-555	DUES	50.00	0.00
001-290-625-380	UTILITIES	256.60	0.00
001-301-491-135	WORKER'S COMPENSATI	7,240.72	0.00
001-301-515-221	ENVIRONMENTAL CONT	1,644.48	0.00
001-301-535-233	UNIFORMS	209.06	0.00
001-301-555-250	SUPPLIES & SMALL TOO	4,116.17	0.00
001-301-560-270	CONSTRUCTION MATERI	2,374.09	0.00
001-301-565-272	STREET'S SIGNS & PAINT	615.08	0.00
001-301-604-330	COMMUNICATIONS	254.39	0.00
001-301-620-370	INSURANCE	11.18	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-630-360	SHOP REPAIRS & MAINT	1,673.50	0.00
001-301-630-400	EQUIPMENT REPAIR &	75.00	0.00
001-301-820-874	PRINCIPAL	561.68	0.00
001-301-830-873	INTEREST	33.58	0.00
001-302-625-380	UTILITIES	36,611.82	0.00
001-360-491-135	WORKER'S COMPENSATI	262.28	0.00
001-360-525-231	GAS & OIL	106.05	0.00
001-360-555-250	SUPPLIES & SMALL TOO	66.82	0.00
001-360-604-330	COMMUNICATIONS	62.75	0.00
001-360-620-370	INSURANCE	1.72	0.00
001-360-630-404	RADIO MAINTENANCE /	9.00	0.00
001-360-951-955	TRANSFER TO HUMANE	26,500.00	0.00
001-500-900-802	LIBRARY	42,600.00	0.00
001-541-625-380	UTILITIES	7,500.00	0.00
001-550-951-956	TRANSFER TO PARKS &	78,366.67	0.00
001-600-721-813	TRAFFIC LIGHT MAINT	3,343.36	0.00
001-600-912-815	SPORTSPLEX PAVING RE	2,003.62	0.00
001-600-912-822	CARVER DRIVE	1,925.74	0.00
001-653-702-708	MSU SHUTTLE	725.50	0.00
001-800-820-829	SERVICE ZONE PRINCIPA	7,603.74	0.00
001-800-830-827	SERVICE ZONE INTEREST	652.00	0.00
003-560-820-874	PRINCIPAL	95,413.78	0.00
003-560-830-873	INTEREST	8,900.14	0.00
015-505-491-135	WORKER'S COMPENSATI	296.21	0.00
015-505-525-231	GAS & OIL	43.14	0.00
015-505-600-338	CONTRACT SERVICES	86.37	0.00
015-505-604-330	COMMUNICATIONS	62.75	0.00
015-505-630-400	EQUIPMENT REPAIR &	166.49	0.00
015-505-691-550	MISCELLANEOUS	73.80	0.00
022-322-491-135	WORKER'S COMPENSATI	15,928.55	0.00
022-322-501-200	SUPPLIES	-45.78	0.00
022-322-535-233	UNIFORMS	394.20	0.00
022-322-551-239	GARBAGE BAGS	360.00	0.00
022-322-600-379	REGIONAL LANDFILL EXP	61,663.67	0.00
022-322-604-330	COMMUNICATIONS	388.78	0.00
022-322-620-370	INSURANCE	18.06	0.00
022-322-630-400	EQUIPMENT REPAIR &	322.31	0.00
022-325-501-203	OFFICE SUPPLIES	2.78	0.00
022-325-555-250	SUPPLIES & SMALL TOO	30.14	0.00
022-325-820-874	PRINCIPAL	5,972.34	0.00
022-325-830-873	INTEREST	200.77	0.00
022-341-491-135	WORKER'S COMPENSATI	3,363.95	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-341-535-233	UNIFORMS	107.32	0.00
022-341-604-330	COMMUNICATIONS	73.33	0.00
022-341-620-370	INSURANCE	5.16	0.00
022-341-630-360	SHOP REPAIRS & MAINT	5,386.92	0.00
023-323-491-135	WORKER'S COMPENSATI	1,300.96	0.00
023-323-535-233	UNIFORMS	-13.81	0.00
023-323-604-330	COMMUNICATIONS	80.02	0.00
023-323-620-370	INSURANCE	0.86	0.00
023-323-625-380	UTILITIES	191.43	0.00
023-323-630-400	EQUIPMENT REPAIR &	3,178.01	0.00
023-323-820-874	PRINCIPAL	1,352.85	0.00
023-323-830-873	INTEREST	36.35	0.00
107-112-600-303	DATA PROCESSING	350.00	0.00
311-656-600-333	ADMINISTRATIVE SERVICES	32,338.00	0.00
311-656-912-850	CONSTRUCTION	1,171,606.50	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	8,660.63	0.00
400-000-070-250	INVENTORY	11,461.89	0.00
400-721-491-135	WORKER'S COMPENSATI	3,092.54	0.00
400-721-535-233	UNIFORMS	131.32	0.00
400-721-555-250	SUPPLIES & SMALL TOO	148.79	0.00
400-721-600-338	CONTRACT SERVICES	63,061.16	0.00
400-721-604-330	COMMUNICATIONS	62.75	0.00
400-721-630-400	EQUIPMENT REPAIR &	58.66	0.00
400-721-630-563	CONSTRUCTION MATERI	449.09	0.00
400-721-630-564	CONTRACT LABOR	8,342.50	0.00
400-721-630-566	CONSTRUCTION MATERI	4,908.23	0.00
400-721-820-874	EQUIPMENT LEASE PRIN	16,417.87	0.00
400-723-491-135	WORKER'S COMPENSATI	7,805.74	0.00
400-723-535-233	UNIFORMS	350.06	0.00
400-723-555-250	SUPPLIES & SMALL TOO	1,303.69	0.00
400-723-577-274	CHEMICALS	1,635.75	0.00
400-723-585-277	OTHER REP & MAINT - S	720.11	0.00
400-723-587-279	STREET MAINTENANCE S	5,558.39	0.00
400-723-600-364	BILLING SERVICES	458.50	0.00
400-723-604-330	COMMUNICATIONS	372.63	0.00
400-723-620-370	INSURANCE	18.06	0.00
400-723-630-360	SHOP REPAIRS & MAINT	1,350.00	0.00
400-723-630-400	EQUIPMENT REPAIR &	8,983.52	0.00
400-723-691-550	MISCELLANEOUS	5,980.54	0.00
400-726-491-135	WORKER'S COMPENSATI	2,601.91	0.00
400-726-501-200	SUPPLIES	105.34	0.00
400-726-525-231	GAS & OIL	-60.73	0.00

Account Summary			
Account Number	Account Name	Expense Amount	Payment Amount
400-726-535-233	UNIFORMS	13.28	0.00
400-726-555-250	SUPPLIES & SMALL TOO	1,037.45	0.00
400-726-577-274	CHEMICALS	2,726.08	0.00
400-726-600-314	CONTRACT TESTING SER	468.00	0.00
400-726-604-330	COMMUNICATIONS	41.73	0.00
400-726-620-370	INSURANCE	4.30	0.00
400-726-625-380	UTILITIES	26,058.04	0.00
400-726-630-400	EQUIPMENT REPAIR &	4,106.89	0.00
400-726-630-428	REMOTE PUMP STATIO	450.00	0.00
400-726-691-550	MISCELLANEOUS	179.28	0.00
400-726-820-874	EQUIPMENT LEASE PRIN	14,057.55	0.00
400-726-830-873	EQUIPMENT LEASE INTE	496.88	0.00
400-730-890-896	DRINKING WATER LOAN	16,904.52	0.00
400-730-924-898	MDA CAP LOAN/FIRE M	7,345.21	0.00
400-740-491-135	WORKERS COMPENSATI	341.88	0.00
400-740-600-338	CONTRACT SERVICES	282.00	0.00
400-740-620-370	INSURANCE	2.58	0.00
400-740-625-380	UTILITIES	25,448.96	0.00
Grand Total:		2,105,860.20	893.43

Project Account Summary			
Project Account Key		Expense Amount	Payment Amount
None		2,105,860.20	893.43
Grand Total:		2,105,860.20	893.43

INVOICE	DATE	FO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	108	ALARM ONE									
132706	12/11/14	0	Security System Monitoring		12/17/14	59.85		.00	CHK		
VENDOR:	124	ATMOS ENERGY									
12/02/14	12/11/14	0	Utility Bill		12/17/14	603.97		.00	ACH		
VENDOR:	125	AT & T									
11/22/14	12/11/14	0	Phone Bill		12/17/14	476.45		.00	CHK		
VENDOR:	138	ACAM GOUCH									
12/11/14	12/11/14	0	Uniform Reimbursement		12/17/14	84.94		.00	ACH		
VENDOR:	139	ACC BUSINESS									
143144881	12/11/14	0	Internet Services		12/17/14	1299.20		.00	CHK		
VENDOR:	209	BLOSSMAN PROPANE GAS & APPL.									
110335;110349	12/11/14	0	Propane		12/17/14	36.57		.00	CHK		
VENDOR:	303	C SPIRE WIRELESS									
11/30/14	12/11/14	0	Phone Bill		12/17/14	1172.27		.00	CHK		
VENDOR:	306	CITY OF STARKVILLE									
11/15/14	12/11/14	0	Tax & Administration		12/17/14	112916.67		.00	CHK		
12/11/14	12/11/14	0	Tax & Administration		12/17/14	112916.67		.00	CHK		
VENDOR TOTAL:						225833.34					

STARKVILLE ELECTRIC DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/17/14 ACCOUNT 23200

UNPAID INVOICES

PAGE 2
RUN DATE 12/11/14 12:46 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	DATE	VOID DATE	CHECK/ACR	SEQ
VENDOR:	308	CITY OF STARKVILLE											
12/8/14	12/11/14	0	City Fuel Pump Bill		12/17/14	4079.65	.00	CHK					
VENDOR:	311	CARWELD											
R 14110838	12/11/14	5551	Monthly Gas Cylinder Rentals		12/17/14	112.21	.00	CHK					
VENDOR:	318	CLAYTON VILLAGE MINI STG											
11/27/14	12/11/14	0	Storage Unit Rental		12/17/14	190.00	.00	ACH					
VENDOR:	339	CASI											
107036214130000	12/11/14	0	Collection Fee		12/17/14	37.54	.00	CHK					
VENDOR:	348	DELL MARKETING L.P.											
XJRD50266;XJKFWX	12/11/14	5349	Miscellaneous Supplies		12/17/14	9.00	.00	CHK					
VENDOR:	400	IVY AUTO PARTS											
475600	12/11/14	5359	Max FSF Stop Leak		12/17/14	6.99	.00	ACH					
VENDOR:	451	DITTO'S/PROGRAPHICS, INC.											
63694	12/11/14	5531	Copies of 911 Addresses		12/17/14	81.19	.00	CHK					
VENDOR:	604	EASTERN COMPANY											
MSSTA54123;MSSTA	12/11/14	5537	AMI Gatekeeper Supplies		12/17/14	68.08	.00	ACH					
VENDOR TOTAL:						68.08							

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYPE	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	691	GATEWAY	FIRESERVICE CENTER								
1102536194	12/11/14	5532	New Tires for Truck #30		12/17/14	378.60	.00	CHK			
VENDOR TOTAL:						378.60					
VENDOR:	696	GARNER	LUMLEY ELECTRIC								
506024	12/11/14	5483	Supplies for AMI Gatekeepers		12/17/14	1158.50	.00	ACH			
506813	12/11/14	5368	Barrel Locks & Locking Rings		12/17/14	4302.50	.00	ACH			
507029	12/11/14	5457	Box Pad & Company Locks		12/17/14	1293.00	.00	ACH			
VENDOR TOTAL:						6754.00					
VENDOR:	809	HOWARD	INDUSTRIES, INC.								
248386-446830	12/11/14	5508	LED Luminaries		12/17/14	6687.00	.00	ACH			
VENDOR TOTAL:						6687.00					
VENDOR:	812	HELENA	CHEMICAL COMPANY								
62087094	12/11/14	5506	Bermuda Release Spraying		12/17/14	1022.14	.00	CHK			
VENDOR TOTAL:						1022.14					
VENDOR:	1205	LONE'S									
9483;2546;1809;1	12/11/14	5564	Misc. Supplies for Various J		12/17/14	359.29	.00	CHK			
VENDOR TOTAL:						359.29					
VENDOR:	1400	MESCO									
S1975994.001	12/11/14	5445	Gatekeeper Supplies		12/17/14	119.98	.00	ACH			
S1977933.001	12/11/14	5500	Supplies for AMI Project		12/17/14	505.55	.00	ACH			
S1978922.001	12/11/14	5520	Gatekeeper Supplies		12/17/14	186.51	.00	ACH			
S1979866.001	12/11/14	5529	Material Order		12/17/14	41.36	.00	ACH			
S1981159.001	12/11/14	5531	AMI Gatekeeper Supplies		12/17/14	417.07	.00	ACH			
VENDOR TOTAL:						1270.47					
VENDOR:	1408	NETWORK	BILLING SYSTEMS, LLC								
143345479	12/11/14	0	Phone Bill		12/17/14	182.38	.00	ACH			
VENDOR TOTAL:						182.38					

INVOICE	DATE	PO NBR DESCRIPTION	EMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID PAID/VOID AMOUNT	CHECK/ DATE ACH SEQ
VENDOR:	1420	NORTH MISSISSIPPI							
NOVEMBER 2014	12/11/14	0 Meter Reading		12/17/14	18408.97	.00	ACH		
VENDOR:	1522	OFFICE PRODUCTS PLUS INC.							
698264-1	12/11/14	5400 Office Supplies		12/17/14	63.48	.00	ACH		
VENDOR:	1525	OKTIBBEHA CO. CO-OP							
822432	12/11/14	5550 Yearly Work Boot Purchase		12/17/14	185.56	.00	ACH		
823195	12/11/14	5556 Yearly Work Pant Purchase		12/17/14	179.14	.00	ACH		
VENDOR TOTAL:					364.70				
VENDOR:	1536	PALMER'S SERVICE CENTER							
11/25/14	12/11/14	5552 Monthly Service Bill for File		12/17/14	7722.89	.00	ACH		
VENDOR:	1620	PTTS SIGNS							
12/2/14	12/11/14	5499 Parking Lot Closed Sign		12/17/14	200.00	.00	CHK		
VENDOR TOTAL:					200.00				
VENDOR:	1790	R & F COMFORT SYSTEMS							
17037	12/11/14	5558 AC Unit for SW Substation		12/17/14	1331.42	.00	CHK		
VENDOR TOTAL:					1331.42				
VENDOR:	1800	RACKLEY OIL, INC.							
396626	12/11/14	5540 Motor Oil for Truck Fleet		12/17/14	43.05	.00	ACH		
VENDOR TOTAL:					43.05				
VENDOR:	1886	SEDC							
10671	12/11/14	0 Billing Services		12/17/14	18408.00	.00	ACH		
VENDOR TOTAL:					18408.00				

INVOICE	DATE	PO NR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1887	S & S LINE SERVICE										
1560-1563	12/11/14	0 Right of Way Clearing			12/17/14	8132.60		.00	ACH			
						VENDOR TOTAL:	8132.60					
VENDOR:	1891	S & K DOOR & SPECIALTY CO										
52887	12/11/14	5539 Bay Door Repair - Warehouse			12/17/14	1000.00		.00	CHK			
						VENDOR TOTAL:	1000.00					
VENDOR:	1893	SCHWEITZER ENGINEERING LAB										
1210-14605	12/11/14	5454 Faulted Circuit Indicators			12/17/14	1863.00		.00	ACH			
						VENDOR TOTAL:	1863.00					
VENDOR:	1910	STARKVILLE ELECTRIC										
11/25/14	12/11/14	0 Utility Bill			12/17/14	11.80		.00	CHK			
						VENDOR TOTAL:	11.80					
VENDOR:	1930	STAN ACY										
12/11/14	12/11/14	0 Travel Reimbursement - VSCP			12/17/14	311.80		.00	ACH			
						VENDOR TOTAL:	311.80					
VENDOR:	1931	STARKVILLE SANITATION DEPT										
12/11/14	12/11/14	0 November Collections			12/17/14	220776.29		.00	CHK			
						VENDOR TOTAL:	220776.29					
VENDOR:	1933	STARKVILLE WATER DEPT										
12/11/14	12/11/14	0 November Collections			12/17/14	488246.71		.00	CHK			
						VENDOR TOTAL:	488246.71					
VENDOR:	1940	STUART C. IRBY										
S008591031.009	12/11/14	5441 2 Ton Ratchet Chain Hoists			12/17/14	1420.86		.00	ACH			
S008645962.001	12/11/14	5515 Thermax Winter Glove Liners			12/17/14	401.40		.00	ACH			
						VENDOR TOTAL:	1822.26					

INVOICE	DATE	PO NBR	DESCRIPTION	TENURE -YR	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEC
VENDOR: 1945 SULLIVAN'S											
172593;172787;17	12/11/14	5534	Office Supplies		12/17/14	415.49	.00	ACH			
VENDOR TOTAL:						415.49					
VENDOR: 1997 SOUTHEASTERN TESTING LAB											
341504	12/11/14	5557	Rubber Gloves Cleaned & Test		12/17/14	181.50	.00	ACH			
VENDOR TOTAL:						181.50					
VENDOR: 1999 T & C SPECIALTY DISTRIBUTORS											
10410-EN	12/11/14	5415	750 kcmil TRD Cable		12/17/14	20099.50	.00	CHK			
VENDOR TOTAL:						20099.50					
VENDOR: 2018 TRADE AMERICA											
14093;19095	12/11/14	5535	Janitorial Supplies		12/17/14	147.21	.00	ACH			
VENDOR TOTAL:						147.21					
VENDOR: 2021 TCC FACILITIES MANAGEMENT											
899	12/11/14	0	Janitorial Services		12/17/14	450.00	.00	ACH			
VENDOR TOTAL:						450.00					
VENDOR: 2040 TVEPA EDUCATION & TRAIN.											
779499	12/11/14	0	DIC Safety Meeting		12/17/14	500.00	.00	CHK			
VENDOR TOTAL:						500.00					
VENDOR: 2104 UPS											
12031F484;12031F	12/11/14	0	Postage		12/17/14	85.70	.00	CHK			
VENDOR TOTAL:						85.70					
VENDOR: 2327 WACKAMAY DISTRIBUTORS, INC.											
CLR1214-249;1546	12/11/14	0	Water		12/17/14	43.25	.00	ACH			
VENDOR TOTAL:						43.25					

STARKVILLE ELECTRIC DEPT
ERG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/17/14 ACCOUNT 23200

UNPAID INVOICES

PAGE 7
RUN DATE 12/11/14 12:46 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	FWT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 9909840 DEMONYA HARRELL											
12/11/14	12/11/14	0	Court Cost		12/17/14	64.00	.00	CHK			

VENDOR TOTAL:

64.00

GRAND TOTAL:

1041498.75



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F 2.
AGENDA DATE: 12-16-2014
PAGE: 1**

SUBJECT: REQUEST APPROVAL OF THE NOVEMBER 2014 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk or
Martesa Bishop, Deputy Clerk – Staff Accountant

AUTHORIZATION HISTORY:N/A

SUGGESTED MOTION: APPROVAL OF THE NOVEMBER 2014 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.



City of Starkville, MS

Budget Report

Group Summary

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	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	5,545,000.00	5,545,000.00	62,439.79	171,381.40	-5,373,618.60	3.09 %
220 - LICENSES AND PERMITS	228,000.00	228,000.00	27,372.40	42,647.20	-185,352.80	18.70 %
230 - INTERGOVERNMENTAL REVENUES	8,197,620.00	8,197,620.00	649,275.08	1,401,381.01	-6,796,238.99	17.09 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	250.00	250.00	0.00	0.00	-250.00	0.00 %
330 - FINES AND FORFEITS	1,348,000.00	1,348,000.00	77,298.45	180,634.20	-1,167,365.80	13.40 %
340 - MISCELLANEOUS	136,180.00	136,180.00	15,181.70	21,709.22	-114,470.78	15.94 %
360 - CHARGES FOR SERVICES	16,600.00	16,600.00	8,128.79	13,077.82	-3,522.18	78.78 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,717,200.00	2,717,200.00	169.46	418.66	-2,716,781.34	0.02 %
Department: 000 - UNDESIGNATED Total:	18,188,850.00	18,188,850.00	839,865.67	1,831,249.51	-16,357,600.49	10.07 %
Revenue Total:	18,188,850.00	18,188,850.00	839,865.67	1,831,249.51	-16,357,600.49	10.07 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	164,735.00	164,735.00	13,077.88	29,306.97	135,428.03	17.79 %
600 - CONTRACTUAL SERVICES	28,600.00	28,600.00	1,180.67	1,460.74	27,139.26	5.11 %
Department: 100 - BOARD OF ALDERMEN Total:	193,335.00	193,335.00	14,258.55	30,767.71	162,567.29	15.91 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	379,320.00	379,320.00	28,816.65	70,390.32	308,929.68	18.56 %
500 - SUPPLIES	11,000.00	11,000.00	796.53	2,112.15	8,887.85	19.20 %
600 - CONTRACTUAL SERVICES	24,814.00	24,814.00	1,113.01	7,849.88	16,964.12	31.63 %
900 - CAPITAL OUTLAY	5,300.00	5,300.00	2,794.48	2,794.48	2,505.52	52.73 %
Department: 110 - MUNICIPAL COURT Total:	420,434.00	420,434.00	33,520.67	83,146.83	337,287.17	19.78 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	0.00	0.00	73.15	144.03	-144.03	0.00 %
Department: 111 - YOUTH COURT Total:	0.00	0.00	73.15	144.03	-144.03	0.00 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	237,125.00	237,125.00	19,073.93	46,364.29	190,760.71	19.55 %
500 - SUPPLIES	7,000.00	7,000.00	180.75	320.15	6,679.85	4.57 %
600 - CONTRACTUAL SERVICES	76,300.00	76,300.00	1,421.55	5,723.17	70,576.83	7.50 %
900 - CAPITAL OUTLAY	600.00	600.00	0.00	0.00	600.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	321,025.00	321,025.00	20,676.23	52,407.61	268,617.39	16.33 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	149,750.00	149,750.00	11,455.30	28,225.76	121,524.24	18.85 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
600 - CONTRACTUAL SERVICES	50,750.00	50,750.00	1,545.82	15,995.24	34,754.76	31.52 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	63.95	196.30	64,803.70	0.30 %
Department: 123 - IT Total:	268,500.00	268,500.00	13,065.07	44,417.30	224,082.70	16.54 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 130 - ELECTIONS Total:	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	313,500.00	313,500.00	26,144.97	63,509.41	249,990.59	20.26 %
600 - CONTRACTUAL SERVICES	122,100.00	122,100.00	94,001.64	94,001.64	28,098.36	76.99 %
Department: 142 - CITY CLERKS OFFICE Total:	435,600.00	435,600.00	120,146.61	157,511.05	278,088.95	36.16 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	2,500.00	2,500.00	0.00	100.00	2,400.00	4.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	11,500.00	11,500.00	879.77	1,458.30	10,041.70	12.68 %
600 - CONTRACTUAL SERVICES	656,100.00	656,100.00	46,491.78	86,876.55	569,223.45	13.24 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	672,100.00	672,100.00	47,371.55	88,434.85	583,665.15	13.16 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	3,500.00	3,500.00	104.59	1,154.59	2,345.41	32.99 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	3,500.00	3,500.00	104.59	1,154.59	2,345.41	32.99 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	63,243.00	63,243.00	4,864.80	12,162.00	51,081.00	19.23 %
Department: 160 - ATTORNEY AND STAFF Total:	63,243.00	63,243.00	4,864.80	12,162.00	51,081.00	19.23 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	170,000.00	170,000.00	11,522.08	29,752.52	140,247.48	17.50 %
Department: 169 - LEGAL Total:	170,000.00	170,000.00	11,522.08	29,752.52	140,247.48	17.50 %
Department: 180 - PERSONNEL ADMINISTRATION						
400 - PERSONNEL SERVICES	172,025.00	172,025.00	8,388.26	19,606.72	152,418.28	11.40 %
500 - SUPPLIES	3,500.00	3,500.00	311.44	311.44	3,188.56	8.90 %
600 - CONTRACTUAL SERVICES	9,200.00	9,200.00	269.69	854.43	8,345.57	9.29 %
Department: 180 - PERSONNEL ADMINISTRATION Total:	184,725.00	184,725.00	8,969.39	20,772.59	163,952.41	11.25 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	163,550.00	163,550.00	12,507.66	30,647.72	132,902.28	18.74 %
500 - SUPPLIES	6,150.00	6,150.00	49.98	136.70	6,013.30	2.22 %
600 - CONTRACTUAL SERVICES	100,050.00	100,050.00	1,940.84	5,363.33	94,686.67	5.36 %
Department: 190 - CITY PLANNER Total:	269,750.00	269,750.00	14,498.48	36,147.75	233,602.25	13.40 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
400 - PERSONNEL SERVICES	30,955.00	30,955.00	2,335.63	5,632.83	25,322.17	18.20 %
500 - SUPPLIES	7,000.00	7,000.00	926.66	1,098.12	5,901.88	15.69 %
600 - CONTRACTUAL SERVICES	42,474.00	42,474.00	1,731.03	2,774.77	39,699.23	6.53 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	80,429.00	80,429.00	4,993.32	9,505.72	70,923.28	11.82 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL						
600 - CONTRACTUAL SERVICES	50,823.00	50,823.00	0.00	26,323.00	24,500.00	51.79 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:	52,823.00	52,823.00	0.00	26,323.00	26,500.00	49.83 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	650.00	4,350.00	13.00 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	-5,000.00	15,000.00	46,928.00	24.22 %
990 - TRANSFERS	57,500.00	57,500.00	23,000.00	35,500.00	22,000.00	61.74 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	124,428.00	124,428.00	18,000.00	51,150.00	73,278.00	41.11 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	35,000.00	35,000.00	0.00	2,494.98	32,505.02	7.13 %
Department: 196 - CEMETERY ADMINISTRATION Total:	35,000.00	35,000.00	0.00	2,494.98	32,505.02	7.13 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	172,500.00	172,500.00	13,170.92	32,314.14	140,185.86	18.73 %
500 - SUPPLIES	1,900.00	1,900.00	89.99	114.47	1,785.53	6.02 %
600 - CONTRACTUAL SERVICES	19,800.00	19,800.00	824.28	2,481.86	17,318.14	12.53 %
Department: 197 - ENGINEERING Total:	194,200.00	194,200.00	14,085.19	34,910.47	159,289.53	17.98 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	95,710.00	95,710.00	7,365.12	18,208.12	77,501.88	19.02 %
Department: 200 - POLICE ADMINISTRATION Total:	95,710.00	95,710.00	7,365.12	18,208.12	77,501.88	19.02 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,317,000.00	3,317,000.00	250,272.32	604,983.04	2,712,016.96	18.24 %
500 - SUPPLIES	264,300.00	264,300.00	15,393.53	36,667.32	227,632.68	13.87 %
600 - CONTRACTUAL SERVICES	303,775.00	303,775.00	24,876.31	85,191.66	218,583.34	28.04 %
800 - DEBT SERVICE	92,895.00	92,895.00	0.00	0.00	92,895.00	0.00 %
Department: 201 - POLICE DEPARTMENT Total:	3,977,970.00	3,977,970.00	290,542.16	726,842.02	3,251,127.98	18.27 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 204 - SEATBELT GRANT						
500 - SUPPLIES	750.00	750.00	0.00	0.00	750.00	0.00 %
Department: 204 - SEATBELT GRANT Total:	750.00	750.00	0.00	0.00	750.00	0.00 %
Department: 215 - CUSTODY OF PRISONERS						
500 - SUPPLIES	170,000.00	170,000.00	12,573.67	20,513.07	149,486.93	12.07 %
Department: 215 - CUSTODY OF PRISONERS Total:	170,000.00	170,000.00	12,573.67	20,513.07	149,486.93	12.07 %
Department: 230 - POLICE TRAINING						
600 - CONTRACTUAL SERVICES	24,295.00	24,295.00	900.00	14,996.00	9,299.00	61.72 %
Department: 230 - POLICE TRAINING Total:	24,295.00	24,295.00	900.00	14,996.00	9,299.00	61.72 %
Department: 237 - FIRING RANGE						
500 - SUPPLIES	8,000.00	8,000.00	442.92	442.92	7,557.08	5.54 %
Department: 237 - FIRING RANGE Total:	8,000.00	8,000.00	442.92	442.92	7,557.08	5.54 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	6,750.00	6,750.00	406.00	1,218.00	5,532.00	18.04 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	6,750.00	6,750.00	406.00	1,218.00	5,532.00	18.04 %
Department: 244 - WIRELESS COMMUNICATION						
800 - DEBT SERVICE	31,695.00	31,695.00	2,641.19	5,282.38	26,412.62	16.67 %
Department: 244 - WIRELESS COMMUNICATION Total:	31,695.00	31,695.00	2,641.19	5,282.38	26,412.62	16.67 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	288,200.00	288,200.00	23,673.49	56,126.53	232,073.47	19.47 %
600 - CONTRACTUAL SERVICES	14,194.00	14,194.00	-3,750.00	3,750.00	10,444.00	26.42 %
Department: 245 - DISPATCHERS Total:	302,394.00	302,394.00	19,923.49	59,876.53	242,517.47	19.80 %
Department: 250 - NARCOTICS BUREAU						
600 - CONTRACTUAL SERVICES	26,700.00	26,700.00	1,043.24	5,009.61	21,690.39	18.76 %
Department: 250 - NARCOTICS BUREAU Total:	26,700.00	26,700.00	1,043.24	5,009.61	21,690.39	18.76 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	93,853.00	93,853.00	10,450.16	21,493.63	72,359.37	22.90 %
600 - CONTRACTUAL SERVICES	3,750.00	3,750.00	0.00	488.00	3,262.00	13.01 %
900 - CAPITAL OUTLAY	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
Department: 254 - DUI GRANT Total:	105,603.00	105,603.00	10,450.16	21,981.63	83,621.37	20.82 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	91,862.00	91,862.00	7,059.92	17,448.14	74,413.86	18.99 %
Department: 260 - FIRE ADMINISTRATION Total:	91,862.00	91,862.00	7,059.92	17,448.14	74,413.86	18.99 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,301,908.00	3,301,908.00	249,488.47	584,004.85	2,717,903.15	17.69 %
500 - SUPPLIES	65,450.00	65,450.00	4,398.77	8,177.18	57,272.82	12.49 %
600 - CONTRACTUAL SERVICES	142,379.00	142,379.00	7,758.46	55,567.19	86,811.81	39.03 %
900 - CAPITAL OUTLAY	70,027.00	70,027.00	1,948.78	2,338.78	67,688.22	3.34 %
Department: 261 - FIRE DEPARTMENT Total:	3,579,764.00	3,579,764.00	263,594.48	650,088.00	2,929,676.00	18.16 %
Department: 262 - FIRE PREVENTION						
500 - SUPPLIES	6,000.00	6,000.00	0.00	453.97	5,546.03	7.57 %
Department: 262 - FIRE PREVENTION Total:	6,000.00	6,000.00	0.00	453.97	5,546.03	7.57 %
Department: 263 - FIRE TRAINING						
600 - CONTRACTUAL SERVICES	47,990.00	47,990.00	1,552.00	1,732.00	46,258.00	3.61 %
Department: 263 - FIRE TRAINING Total:	47,990.00	47,990.00	1,552.00	1,732.00	46,258.00	3.61 %
Department: 264 - FIRE COMMUNICATIONS						
600 - CONTRACTUAL SERVICES	74,169.00	74,169.00	4,903.33	8,963.54	65,205.46	12.09 %
800 - DEBT SERVICE	19,900.00	19,900.00	3,330.88	3,330.88	16,569.12	16.74 %
Department: 264 - FIRE COMMUNICATIONS Total:	94,069.00	94,069.00	8,234.21	12,294.42	81,774.58	13.07 %
Department: 267 - FIRE STATIONS AND BUILDINGS						
500 - SUPPLIES	25,000.00	25,000.00	2,744.26	4,403.46	20,596.54	17.61 %
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	4,386.55	5,982.94	44,017.06	11.97 %
Department: 267 - FIRE STATIONS AND BUILDINGS Total:	75,000.00	75,000.00	7,130.81	10,386.40	64,613.60	13.85 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	239,365.00	239,365.00	18,491.75	44,933.05	194,431.95	18.77 %
500 - SUPPLIES	7,150.00	7,150.00	97.13	703.85	6,446.15	9.84 %
600 - CONTRACTUAL SERVICES	20,404.00	20,404.00	633.69	2,981.43	17,422.57	14.61 %
Department: 281 - BUILDING/CODES OFFICE Total:	266,919.00	266,919.00	19,222.57	48,618.33	218,300.67	18.21 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	11,000.00	11,000.00	367.76	604.83	10,395.17	5.50 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	16,000.00	16,000.00	367.76	604.83	15,395.17	3.78 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	590,216.00	590,216.00	38,510.60	94,733.92	495,482.08	16.05 %
500 - SUPPLIES	132,022.00	132,022.00	13,774.15	30,383.89	101,638.11	23.01 %
600 - CONTRACTUAL SERVICES	72,100.00	72,100.00	9,070.95	22,844.08	49,255.92	31.68 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
800 - DEBT SERVICE	21,562.00	21,562.00	6,907.39	8,097.91	13,464.09	37.56 %
900 - CAPITAL OUTLAY	29,500.00	29,500.00	0.00	0.00	29,500.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	855,400.00	855,400.00	68,263.09	156,059.80	699,340.20	18.24 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	42,060.97	80,805.99	394,194.01	17.01 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	42,060.97	80,805.99	394,194.01	17.01 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	80,600.00	80,600.00	5,968.44	14,508.61	66,091.39	18.00 %
500 - SUPPLIES	4,400.00	4,400.00	219.74	535.04	3,864.96	12.16 %
600 - CONTRACTUAL SERVICES	15,900.00	15,900.00	2,166.32	5,192.95	10,707.05	32.66 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	-26,500.00	26,500.00	79,500.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	206,900.00	206,900.00	-18,145.50	46,736.60	160,163.40	22.59 %
Department: 500 - LIBRARIES						
900 - CAPITAL OUTLAY	170,400.00	170,400.00	-42,600.00	42,600.00	127,800.00	25.00 %
Department: 500 - LIBRARIES Total:	170,400.00	170,400.00	-42,600.00	42,600.00	127,800.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PAR						
600 - CONTRACTUAL SERVICES	30,000.00	30,000.00	-7,500.00	7,500.00	22,500.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Tot	30,000.00	30,000.00	-7,500.00	7,500.00	22,500.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
900 - CAPITAL OUTLAY	940,400.00	940,400.00	78,366.67	235,100.01	705,299.99	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	940,400.00	940,400.00	78,366.67	235,100.01	705,299.99	25.00 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	13,000.00	13,000.00	615.60	615.60	12,384.40	4.74 %
900 - CAPITAL OUTLAY	645,000.00	645,000.00	13,366.90	42,686.88	602,313.12	6.62 %
Department: 600 - CAPITAL PROJECTS Total:	658,000.00	658,000.00	13,982.50	43,302.48	614,697.52	6.58 %
Department: 605 - BROWNFIELD GRANT						
600 - CONTRACTUAL SERVICES	190,000.00	190,000.00	60,034.71	67,408.46	122,591.54	35.48 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 605 - BROWNFIELD GRANT Total:	200,000.00	200,000.00	60,034.71	67,408.46	132,591.54	33.70 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	14,000.00	14,000.00	1,862.25	5,362.25	8,637.75	38.30 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	14,000.00	14,000.00	1,862.25	5,362.25	8,637.75	38.30 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	1,409,704.00	1,409,704.00	8,255.74	492,383.97	917,320.03	34.93 %
Department: 800 - DEBT SERVICE Total:	1,409,704.00	1,409,704.00	8,255.74	492,383.97	917,320.03	34.93 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	803,483.00	803,483.00	0.00	0.00	803,483.00	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 900 - INTERFUND TRANSACTIONS Total:	803,483.00	803,483.00	0.00	0.00	803,483.00	0.00 %
Expense Total:	18,188,850.00	18,188,850.00	1,184,179.81	3,474,458.93	14,714,391.07	19.10 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-344,314.14	-1,643,209.42	-1,643,209.42	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	17,500.00	17,500.00	0.00	1,218.00	-16,282.00	6.96 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	34,467.00	34,467.00	0.00	0.00	-34,467.00	0.00 %
Department: 000 - UNDESIGNATED Total:	51,967.00	51,967.00	0.00	1,218.00	-50,749.00	2.34 %
Revenue Total:	51,967.00	51,967.00	0.00	1,218.00	-50,749.00	2.34 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	20,500.00	20,500.00	0.00	0.00	20,500.00	0.00 %
600 - CONTRACTUAL SERVICES	4,467.00	4,467.00	137.87	342.15	4,124.85	7.66 %
900 - CAPITAL OUTLAY	27,000.00	27,000.00	0.00	0.00	27,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	51,967.00	51,967.00	137.87	342.15	51,624.85	0.66 %
Expense Total:	51,967.00	51,967.00	137.87	342.15	51,624.85	0.66 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-137.87	875.85	875.85	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	125,000.00	125,000.00	0.00	0.00	-125,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	69,000.00	69,000.00	0.00	0.00	-69,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	194,000.00	194,000.00	0.00	0.00	-194,000.00	0.00 %
Revenue Total:	194,000.00	194,000.00	0.00	0.00	-194,000.00	0.00 %
Expense						
Department: 560 - MISSING DESCRIPTION FOR DEPT - 560						
500 - SUPPLIES	25,500.00	25,500.00	0.00	0.00	25,500.00	0.00 %
800 - DEBT SERVICE	104,314.00	104,314.00	0.00	0.00	104,314.00	0.00 %
900 - CAPITAL OUTLAY	64,186.00	64,186.00	0.00	0.00	64,186.00	0.00 %
Department: 560 - MISSING DESCRIPTION FOR DEPT - 560 Total:	194,000.00	194,000.00	0.00	0.00	194,000.00	0.00 %
Expense Total:	194,000.00	194,000.00	0.00	0.00	194,000.00	0.00 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 010 - MULTI-UNIT DRUG TASK FORCE						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Revenue Total:	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Expense						
Department: 252 - DRUG TASK FORCE						
900 - CAPITAL OUTLAY	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Department: 252 - DRUG TASK FORCE Total:	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Expense Total:	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Fund: 010 - MULTI-UNIT DRUG TASK FORCE Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	271,356.00	271,356.00	60,258.45	60,258.45	-211,097.55	22.21 %
340 - MISCELLANEOUS	32,400.00	32,400.00	3,928.33	7,856.66	-24,543.34	24.25 %
360 - CHARGES FOR SERVICES	66,858.00	66,858.00	5,124.37	9,314.19	-57,543.81	13.93 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	103,223.00	103,223.00	0.00	0.00	-103,223.00	0.00 %
Department: 000 - UNDESIGNATED Total:	473,837.00	473,837.00	69,311.15	77,429.30	-396,407.70	16.34 %
Revenue Total:	473,837.00	473,837.00	69,311.15	77,429.30	-396,407.70	16.34 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	35,500.00	35,500.00	3,094.40	7,736.00	27,764.00	21.79 %
500 - SUPPLIES	11,650.00	11,650.00	199.17	591.44	11,058.56	5.08 %
600 - CONTRACTUAL SERVICES	263,800.00	263,800.00	31,748.40	35,219.49	228,580.51	13.35 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	59,664.00	59,664.00	0.00	0.00	59,664.00	0.00 %
900 - CAPITAL OUTLAY	103,223.00	103,223.00	0.00	0.00	103,223.00	0.00 %
Department: 505 - AIRPORT Total:	473,837.00	473,837.00	35,041.97	43,546.93	430,290.07	9.19 %
Expense Total:	473,837.00	473,837.00	35,041.97	43,546.93	430,290.07	9.19 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	34,269.18	33,882.37	33,882.37	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Revenue Total:	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Expense						
Department: S15 - RESTRICTED FAA PROJECTS						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	260,000.00	260,000.00	0.00	0.00	260,000.00	0.00 %
Department: S15 - RESTRICTED FAA PROJECTS Total:	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
Expense Total:	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	7,110.90	7,110.90	0.00 %
340 - MISCELLANEOUS	2,707,000.00	2,707,000.00	280,583.64	540,460.90	-2,166,539.10	19.97 %
Department: 000 - UNDESIGNATED Total:	2,707,000.00	2,707,000.00	280,583.64	547,571.80	-2,159,428.20	20.23 %
Revenue Total:	2,707,000.00	2,707,000.00	280,583.64	547,571.80	-2,159,428.20	20.23 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	804,000.00	804,000.00	63,926.56	157,395.61	646,604.39	19.58 %
500 - SUPPLIES	282,000.00	282,000.00	146,407.77	156,315.59	125,684.41	55.43 %
600 - CONTRACTUAL SERVICES	715,785.00	715,785.00	47,605.14	112,659.58	603,125.42	15.74 %
800 - DEBT SERVICE	34,676.00	34,676.00	0.00	0.00	34,676.00	0.00 %
900 - CAPITAL OUTLAY	126,388.00	126,388.00	53,494.57	53,494.57	72,893.43	42.33 %
Department: 322 - SANITATION DEPARTMENT Total:	1,962,849.00	1,962,849.00	311,434.04	479,865.35	1,482,983.65	24.45 %
Department: 324 - MDEQ RECYCLE GRANT						
500 - SUPPLIES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Department: 324 - MDEQ RECYCLE GRANT Total:	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	185,496.00	185,496.00	7,861.37	19,393.40	166,102.60	10.45 %
500 - SUPPLIES	45,500.00	45,500.00	2,917.59	6,574.52	38,925.48	14.45 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	853.32	2,200.55	18,799.45	10.48 %
800 - DEBT SERVICE	165,296.00	165,296.00	13,046.68	21,255.70	144,040.30	12.86 %
Department: 325 - RUBBISH Total:	417,292.00	417,292.00	24,678.96	49,424.17	367,867.83	11.84 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	222,785.00	222,785.00	15,487.28	38,307.62	184,477.38	17.19 %
500 - SUPPLIES	36,074.00	36,074.00	3,475.36	6,212.92	29,861.08	17.22 %
600 - CONTRACTUAL SERVICES	43,000.00	43,000.00	4,189.03	10,825.45	32,174.55	25.18 %
Department: 341 - LANDSCAPING Total:	301,859.00	301,859.00	23,151.67	55,345.99	246,513.01	18.34 %
Expense Total:	2,707,000.00	2,707,000.00	359,264.67	584,635.51	2,122,364.49	21.60 %
Fund: 022 - SANITATION Surplus (Deficit):	0.00	0.00	-78,681.03	-37,063.71	-37,063.71	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	189,249.00	189,249.00	9,478.27	9,478.27	-179,770.73	5.01 %
360 - CHARGES FOR SERVICES	55,000.00	55,000.00	0.00	0.00	-55,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	244,249.00	244,249.00	9,478.27	9,478.27	-234,770.73	3.88 %
Revenue Total:	244,249.00	244,249.00	9,478.27	9,478.27	-234,770.73	3.88 %
Expense						
Department: 323 - SANITARY LANDFILL						
400 - PERSONNEL SERVICES	123,000.00	123,000.00	9,323.47	21,542.22	101,457.78	17.51 %
500 - SUPPLIES	23,314.00	23,314.00	560.63	1,938.49	21,375.51	8.31 %
600 - CONTRACTUAL SERVICES	38,250.00	38,250.00	4,233.07	8,379.77	29,870.23	21.91 %
800 - DEBT SERVICE	39,685.00	39,685.00	6,338.40	10,896.80	28,788.20	27.46 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 323 - SANITARY LANDFILL Total:	244,249.00	244,249.00	20,455.57	42,757.28	201,491.72	17.51 %
Expense Total:	244,249.00	244,249.00	20,455.57	42,757.28	201,491.72	17.51 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	-10,977.30	-33,279.01	-33,279.01	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 105 - 1994 2% RESTAURANT TAX						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Revenue Total:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Expense						
Department: 650 - 1994 2% RESTAURANT TAX						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Department: 650 - 1994 2% RESTAURANT TAX Total:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Expense Total:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Fund: 105 - 1994 2% RESTAURANT TAX Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 106 - LAW ENFORCEMENT GRANTS						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Revenue Total:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Expense						
Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR						
900 - CAPITAL OUTLAY	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR Total:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Expense Total:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Fund: 106 - LAW ENFORCEMENT GRANTS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	60,000.00	60,000.00	0.00	4,338.25	-55,661.75	7.23 %
Department: 000 - UNDESIGNATED Total:	60,000.00	60,000.00	0.00	4,338.25	-55,661.75	7.23 %
Revenue Total:	60,000.00	60,000.00	0.00	4,338.25	-55,661.75	7.23 %
Expense						
Department: 112 - COMPUTER ASSESSMENTS						
600 - CONTRACTUAL SERVICES	60,000.00	60,000.00	6,879.00	30,934.35	29,065.65	51.56 %
Department: 112 - COMPUTER ASSESSMENTS Total:	60,000.00	60,000.00	6,879.00	30,934.35	29,065.65	51.56 %
Expense Total:	60,000.00	60,000.00	6,879.00	30,934.35	29,065.65	51.56 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-6,879.00	-26,596.10	-26,596.10	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 118 - HOME PROGRAM GRANT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	100,000.00	100,000.00	399.99	399.99	-99,600.01	0.40 %
Department: 000 - UNDESIGNATED Total:	100,000.00	100,000.00	399.99	399.99	-99,600.01	0.40 %
Revenue Total:	100,000.00	100,000.00	399.99	399.99	-99,600.01	0.40 %
Expense						
Department: 404 - HOME PROGRAM GRANT						
900 - CAPITAL OUTLAY	100,000.00	100,000.00	0.00	399.99	99,600.01	0.40 %
Department: 404 - HOME PROGRAM GRANT Total:	100,000.00	100,000.00	0.00	399.99	99,600.01	0.40 %
Expense Total:	100,000.00	100,000.00	0.00	399.99	99,600.01	0.40 %
Fund: 118 - HOME PROGRAM GRANT Surplus (Deficit):	0.00	0.00	399.99	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10.00	10.00	0.36	0.74	-9.26	7.40 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,199.00	2,199.00	0.00	0.00	-2,199.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,209.00	2,209.00	0.36	0.74	-2,208.26	0.03 %
Revenue Total:	2,209.00	2,209.00	0.36	0.74	-2,208.26	0.03 %
Expense						
Department: 655 - MIDDLETON MARKETPLACE PROJ TIF						
900 - CAPITAL OUTLAY	2,209.00	2,209.00	0.00	0.00	2,209.00	0.00 %
Department: 655 - MIDDLETON MARKETPLACE PROJ TIF Total:	2,209.00	2,209.00	0.00	0.00	2,209.00	0.00 %
Expense Total:	2,209.00	2,209.00	0.00	0.00	2,209.00	0.00 %
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND Surplus (Deficit)	0.00	0.00	0.36	0.74	0.74	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 150 - FEDERAL FORFEITED FUNDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.47	0.96	0.96	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	50.00	50.00	0.00	0.00	-50.00	0.00 %
Department: 000 - UNDESIGNATED Total:	50.00	50.00	0.47	0.96	-49.04	1.92 %
Revenue Total:	50.00	50.00	0.47	0.96	-49.04	1.92 %
Expense						
Department: 217 - FEDERAL FORFEITED FUNDS						
900 - CAPITAL OUTLAY	50.00	50.00	0.00	0.00	50.00	0.00 %
Department: 217 - FEDERAL FORFEITED FUNDS Total:	50.00	50.00	0.00	0.00	50.00	0.00 %
Expense Total:	50.00	50.00	0.00	0.00	50.00	0.00 %
Fund: 150 - FEDERAL FORFEITED FUNDS Surplus (Deficit):	0.00	0.00	0.47	0.96	0.96	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 202 - CITY BOND & INTEREST						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	771,000.00	771,000.00	0.00	0.00	-771,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	771,000.00	771,000.00	0.00	0.00	-771,000.00	0.00 %
Revenue Total:	771,000.00	771,000.00	0.00	0.00	-771,000.00	0.00 %
Expense						
Department: 850 - CITY BOND & INTEREST						
800 - DEBT SERVICE	771,000.00	771,000.00	0.00	398,550.13	372,449.87	51.69 %
Department: 850 - CITY BOND & INTEREST Total:	771,000.00	771,000.00	0.00	398,550.13	372,449.87	51.69 %
Expense Total:	771,000.00	771,000.00	0.00	398,550.13	372,449.87	51.69 %
Fund: 202 - CITY BOND & INTEREST Surplus (Deficit):	0.00	0.00	0.00	-398,550.13	-398,550.13	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 203 - SCHOOL BOND & INTEREST						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.00	18.19	18.19	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	474,188.16	474,188.16	0.00	0.00	-474,188.16	0.00 %
Department: 000 - UNDESIGNATED Total:	474,188.16	474,188.16	0.00	18.19	-474,169.97	0.00 %
Revenue Total:	474,188.16	474,188.16	0.00	18.19	-474,169.97	0.00 %
Expense						
Department: 860 - SCHOOL BOND & INTEREST						
900 - CAPITAL OUTLAY	474,188.16	474,188.16	0.00	474,188.16	0.00	100.00 %
Department: 860 - SCHOOL BOND & INTEREST Total:	474,188.16	474,188.16	0.00	474,188.16	0.00	100.00 %
Expense Total:	474,188.16	474,188.16	0.00	474,188.16	0.00	100.00 %
Fund: 203 - SCHOOL BOND & INTEREST Surplus (Deficit):	0.00	0.00	0.00	-474,169.97	-474,169.97	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - PARKING MILL PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	6,000,000.00	6,000,000.00	0.00	0.00	-6,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	6,000,000.00	6,000,000.00	0.00	0.00	-6,000,000.00	0.00 %
Revenue Total:	6,000,000.00	6,000,000.00	0.00	0.00	-6,000,000.00	0.00 %
Expense						
Department: 656 - PARKING MILL PROJECT						
600 - CONTRACTUAL SERVICES	357,000.00	357,000.00	0.00	0.00	357,000.00	0.00 %
900 - CAPITAL OUTLAY	5,643,000.00	5,643,000.00	1,150,783.50	1,465,997.11	4,177,002.89	25.98 %
Department: 656 - PARKING MILL PROJECT Total:	6,000,000.00	6,000,000.00	1,150,783.50	1,465,997.11	4,534,002.89	24.43 %
Expense Total:	6,000,000.00	6,000,000.00	1,150,783.50	1,465,997.11	4,534,002.89	24.43 %
Fund: 311 - PARKING MILL PROJECT Surplus (Deficit):	0.00	0.00	-1,150,783.50	-1,465,997.11	-1,465,997.11	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	620,000.00	620,000.00	57,851.28	123,696.85	-496,303.15	19.95 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	405,520.00	405,520.00	0.00	0.00	-405,520.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,025,520.00	1,025,520.00	57,851.28	123,696.85	-901,823.15	12.06 %
Revenue Total:	1,025,520.00	1,025,520.00	57,851.28	123,696.85	-901,823.15	12.06 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	381,670.00	381,670.00	0.00	0.00	381,670.00	0.00 %
900 - CAPITAL OUTLAY	643,850.00	643,850.00	11,896.98	30,441.13	613,408.87	4.73 %
Department: 551 - PARK & REC TOURISM Total:	1,025,520.00	1,025,520.00	11,896.98	30,441.13	995,078.87	2.97 %
Expense Total:	1,025,520.00	1,025,520.00	11,896.98	30,441.13	995,078.87	2.97 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	45,954.30	93,255.72	93,255.72	0.00 %

Budget Report

For Fiscal: 2014-2015 Period Ending: 11/30/2014

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 400 - WATER & SEWER DEPARTMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,100,000.00	2,100,000.00	57,314.22	781,978.35	-1,318,021.65	37.24 %
340 - MISCELLANEOUS	220,000.00	220,000.00	0.00	0.00	-220,000.00	0.00 %
360 - CHARGES FOR SERVICES	5,354,300.00	5,354,300.00	1,028,846.62	1,397,478.92	-3,956,821.08	26.10 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,100,000.00	2,100,000.00	0.00	0.00	-2,100,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	9,774,300.00	9,774,300.00	1,086,160.84	2,179,457.27	-7,594,842.73	22.30 %
Revenue Total:	9,774,300.00	9,774,300.00	1,086,160.84	2,179,457.27	-7,594,842.73	22.30 %
Expense						
Department: 721 - NEW CONSTRUCTION REHAB						
400 - PERSONNEL SERVICES	315,050.00	315,050.00	20,172.44	50,991.54	264,058.46	16.19 %
500 - SUPPLIES	46,170.00	46,170.00	2,471.20	4,710.07	41,459.93	10.20 %
600 - CONTRACTUAL SERVICES	1,379,600.00	1,379,600.00	122,065.36	199,771.54	1,179,828.46	14.48 %
800 - DEBT SERVICE	65,683.00	65,683.00	0.00	16,417.87	49,265.13	25.00 %
900 - CAPITAL OUTLAY	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00 %
Department: 721 - NEW CONSTRUCTION REHAB Total:	1,876,503.00	1,876,503.00	144,709.00	271,891.02	1,604,611.98	14.49 %
Department: 723 - WATER DEPARTMENT						
400 - PERSONNEL SERVICES	1,300,524.00	1,300,524.00	97,083.15	236,997.64	1,063,526.36	18.22 %
500 - SUPPLIES	330,700.00	330,700.00	67,360.01	86,147.98	244,552.02	26.05 %
600 - CONTRACTUAL SERVICES	819,900.00	819,900.00	97,629.44	171,825.96	648,074.04	20.96 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	65,000.00	65,000.00	0.00	3,748.95	61,251.05	5.77 %
800 - DEBT SERVICE	58,220.00	58,220.00	0.00	0.00	58,220.00	0.00 %
900 - CAPITAL OUTLAY	730,608.00	730,608.00	245.00	245.00	730,363.00	0.03 %
Department: 723 - WATER DEPARTMENT Total:	3,304,952.00	3,304,952.00	262,317.60	498,965.53	2,805,986.47	15.10 %
Department: 726 - WASTEWATER TREATMENT PLANT						
400 - PERSONNEL SERVICES	308,125.00	308,125.00	13,856.09	39,580.31	268,544.69	12.85 %
500 - SUPPLIES	60,600.00	60,600.00	6,302.22	10,532.73	50,067.27	17.38 %
600 - CONTRACTUAL SERVICES	694,550.00	694,550.00	26,956.98	188,729.53	505,820.47	27.17 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
800 - DEBT SERVICE	58,220.00	58,220.00	0.00	14,554.43	43,665.57	25.00 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Department: 726 - WASTEWATER TREATMENT PLANT Total:	1,246,495.00	1,246,495.00	47,115.29	253,397.00	993,098.00	20.33 %
Department: 730 - BOND AND OTHER FUND DEBT						
800 - DEBT SERVICE	718,000.00	718,000.00	49,594.74	123,439.21	594,560.79	17.19 %
Department: 730 - BOND AND OTHER FUND DEBT Total:	718,000.00	718,000.00	49,594.74	123,439.21	594,560.79	17.19 %
Department: 740 - DRINKING WATER TREATMENT						
400 - PERSONNEL SERVICES	195,900.00	195,900.00	14,464.92	35,429.70	160,470.30	18.09 %
500 - SUPPLIES	397,650.00	397,650.00	10,289.35	38,083.66	359,566.34	9.58 %
600 - CONTRACTUAL SERVICES	466,900.00	466,900.00	47,343.30	86,959.00	379,941.00	18.62 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
900 - CAPITAL OUTLAY	37,500.00	37,500.00	0.00	0.00	37,500.00	0.00 %
Department: 740 - DRINKING WATER TREATMENT Total:	1,147,950.00	1,147,950.00	72,097.57	160,472.36	987,477.64	13.98 %
Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS						
600 - CONTRACTUAL SERVICES	41,400.00	41,400.00	0.00	24,108.00	17,292.00	58.23 %
900 - CAPITAL OUTLAY	1,439,000.00	1,439,000.00	252,876.49	252,900.49	1,186,099.51	17.57 %
Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS Total:	1,480,400.00	1,480,400.00	252,876.49	277,008.49	1,203,391.51	18.71 %
Expense Total:	9,774,300.00	9,774,300.00	828,710.69	1,585,173.61	8,189,126.39	16.22 %
Fund: 400 - WATER & SEWER DEPARTMENTS Surplus (Deficit):	0.00	0.00	257,450.15	594,283.66	594,283.66	0.00 %
Report Surplus (Deficit):	0.00	0.00	-1,253,698.39	-3,356,566.15	-3,356,566.15	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	-344,314.14	-1,643,209.42	-1,643,209.42
002 - RESTRICTED POLICE FUND	0.00	0.00	-137.87	875.85	875.85
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00
010 - MULTI-UNIT DRUG TASK FO	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	34,269.18	33,882.37	33,882.37
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	0.00	0.00
022 - SANITATION	0.00	0.00	-78,681.03	-37,063.71	-37,063.71
023 - LANDFILL ACCOUNT	0.00	0.00	-10,977.30	-33,279.01	-33,279.01
105 - 1994 2% RESTAURANT TAX	0.00	0.00	0.00	0.00	0.00
106 - LAW ENFORCEMENT GRANT	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	-6,879.00	-26,596.10	-26,596.10
118 - HOME PROGRAM GRANT	0.00	0.00	399.99	0.00	0.00
125 - MIDDLETON MARKETPLACE	0.00	0.00	0.36	0.74	0.74
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.47	0.96	0.96
202 - CITY BOND & INTEREST	0.00	0.00	0.00	-398,550.13	-398,550.13
203 - SCHOOL BOND & INTEREST	0.00	0.00	0.00	-474,169.97	-474,169.97
311 - PARKING MILL PROJECT	0.00	0.00	-1,150,783.50	-1,465,997.11	-1,465,997.11
375 - PARK AND REC TOURISM	0.00	0.00	45,954.30	93,255.72	93,255.72
400 - WATER & SEWER DEPARTM	0.00	0.00	257,450.15	594,283.66	594,283.66
Report Surplus (Deficit):	0.00	0.00	-1,253,698.39	-3,356,566.15	-3,356,566.15

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: 1
AGENDA DATE: December 16, 2014**

SUBJECT: Request approval to accept the lowest and best bids received for January 2015 through December 2015, source of supply listing for Starkville General City.

Amount & Source of Funding:

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: City Clerk's Office; Lesa Hardin or Joanna McLaurin
662-323-2525

Authorizing History:

STAFF RECOMMENDATION: Request approval to accept the lowest and best bids received for January 2015 through December 2015, source of supply listing for Starkville General City.

Possible motion- "Move approval to accept the lowest and best bids received for January 2015 through December 2015 source of supply listing for Starkville General City."

CITY OF STARKVILLE 2015 SOURCE OF SUPPLY BID TALLY SHEET

PUBLIC WORKS: WATER / SEWER DEPARTMENT

Contact Person: Doug Devlin
Telephone Number: (662) 323-3133 ext 131

Spec. Section #	Description	Dixie Wholesale Waterworks	Central Pipe Supply, Inc	G & C Supply Company	Consolidated Pipe/Supply
1.0 Ductile Iron Fittings & Access Pcks	6" x 6" Tee MJ x Flange less accessories	\$ 117.46	96.00	109.90	95.00
	6" x 6" Tee MJ x MJ less accessories	102.17	83.50	96.50	78.00
	8" x 6" Tee MJ x Flange less accessories	141.93	116.00	132.75	120.00
	8" x 6" Tee MJ x MJ less accessories	127.25	104.00	119.60	115.00
	10" x 6" Tee MJ x Flange less accessories	No bid	No bid	226.85	185.00
	10" x 6" Tee MJ x MJ less accessories	163.96	134.00	153.40	155.00
	12" x 6" Tee MJ x Flange less accessories	No bid	223.50	256.75	215.00
	12" x 6" Tee MJ x MJ less accessories	206.78	169.00	194.45	170.00
	6 "MJ accessory pack for DI pipe + gland	No bid	30.64	16.95	30.00
	6" MJ accessory pack for PVC pipe+ gland	No bid	35.89	17.50	32.00
	6" flange accessory pack	No bid	8.65	11.00	9.50
	8 "MJ accessory pack for DI pipe+ gland	No bid	41.90	19.00	40.00
	8" MJ access pk for	No bid	48.00	19.75	43.00

	PVC pipe+ gland				
	8" flange accessory pack	No bid	9.30	12.50	10.00
	10" MJ accessory pack for DI pipe+ gland	No bid	58.38	27.95	58.00
	10" MJ accessory pack for PVC pipe+ gland	No bid	77.60	28.25	72.00
	10" flange accessory pack	No bid	18.53	24.50	20.00
	12" MJ accessory pack for DI pipe+ gland	No bid	79.54	28.75	75.00
	12" MJ accessory pack for PVC pipe+ gland	No bid	87.60	29.00	80.00
	12" flange accessory pk	No bid	18.50	26.00	24.00
2.0 Water meters	Mueller Model 420 PD disc, bronze bottom w/Mueller Mi.Node® two way transmitter potted into, and integrally mounted on, Mueller register. Min Order = \$750 in multiple of 6.		No bid	No bid	No bid
	Mueller Model 420 PD disc, Iron bottom w/Mueller Mi.Node® two way transmitter potted into, and integrally mounted on, Mueller register. Min Order = \$750 in multiple of 6.		No bid	No bid	No bid
	Mueller Model 430 PD disc, Iron bottom w/Mueller Mi.Node® two way transmitter potted into, and integrally mounted on, Mueller register. Min Order = \$750 (6)		No bid	No bid	No bid

	Badger Model 25 PD disc, IRON bottom , straight read register.		43.50	No bid	No bid
	Badger Model 25 PD disc, iron bottom , no register		34.75	No bid	No bid
	Badger Model 70 PD disc, iron bottom , straight read register.		120.00	No bid	No bid
	Badger Model 70 PD disc, iron bottom , no register		108.60	No bid	No bid
	Badger Model 120 PD disc, straight read register.		278.50	No bid	No bid
	Badger Model 120 PD disc, no register		261.45	No bid	No bid
	Badger Model 170 PD disc, straight read register.		407.40	No bid	No bid
	Badger Model 170 PD disc, no register		385.80	No bid	No bid
	Badger Model 25 ADE (ASCII protocol) register with Nicor® connector (indicate connector gender on bid response.) Female		90.40	No bid	No bid
	Badger Model 70 ADE (ASCII protocol) register with Nicor® connector (indicate connector gender on bid response.)Female		164.23	No bid	No bid
	Badger Model 120 ADE (ASCII protocol) register with Nicor® connector (indicate connector gender on bid response.)Female		307.06	No bid	No bid

	Badger Model 170 ADE (ASCII protocol) register with Nicor® connector (indicate connector gender on bid response.)Female		431.46	No bid	No bid
	Itron 60W transmitter with Nicor® connector. Opposite gender of ADE register connector bid above. Min. order = 3		118.50	No bid	No bid
	Itron 60W transmitter with Nicor® connector. Opposite gender of ADE register connector bid above. Min. order = 6		118.50	No bid	No bid
	Mueller Mi.Node® two way transmitter with Nicor® connector (gender specified on order) for use with any ADE register (ASCII protocol). Min. order = 25.		No Bid	No bid	No bid
	2.0" PD disc <u>pulse register only</u> with Itron quick connect coupling.		No Bid	No bid	No bid
	.625" x .750" PD disc <u>ADE register only</u> with Itron quick connect coupling.		67.50	No bid	No bid
	1.0" PD disc <u>ADE register only</u> with Itron quick connect coupling.		67.50	No bid	No bid
	1.5" PD disc <u>ADE register only</u> with Itron quick connect coupling		74.00	No bid	No bid

	2.0" PD disc <u>ADE</u> register only with Itron quick connect coupling.		74.00	No bid	No bid
3.0 Valve Box	5 1/4" shaft x 24"-36" bury (adjustable)	42.94	38.00	42.00	39.00
	5 1/4" shaft x 36"-48" bury (adjustable)	68.24	47.60	69.00	52.00
4.0 Meter Boxes	Concrete box for .750" and 1" meter with concrete top and cast iron meter read door.		No Bid	26.75	No bid
	Same as above, but box only.		No Bid	8.00	No bid
	Same as above, but top only.		No Bid	22.80	No bid
	Concrete box for .750" and 1" meter with composite top and meter read door for AMR radio transmitter.		No Bid	26.75	No bid
	Concrete for 1.25" – 2.0" mtr-Concrete lid		No Bid	95.00	No bid
	Concrete for 1.25" – 2.0" mtr-Metal lid		No Bid	125.00	No bid
	Cast Iron (small)	37.35	36.65	40.00	35.00
	Cast Iron (large)	114.12	90.00	42.00	195.00
5.0 Service Saddles	2" pipe x 3/4" CC outlet	17.52	14.69	14.50	19.00
5.1	2" pipe x 1" CC outlet	17.52	14.69	14.50	19.00
	4" pipe x 3/4" CC outlet		38.42	36.95	37.50
5.2	4" pipe x 1" CC outlet		38.42	36.95	37.50
	4" pipe x 1.5" CC outlet		41.83	39.98	40.90
	4" pipe x 2" NPT outlet		46.25	44.29	45.25
	6" pipe x 3/4" CC outlet		44.15	42.65	43.20
	6" pipe x 1" CC outlet		44.15	42.65	43.20
	6" pipe x 1.5" CC		47.95	45.90	46.80

	outlet				
	6" pipe x 2" NPT outlet		52.00	49.85	50.90
	8" pipe x ¾" CC outlet		51.30	49.17	50.00
	8" pipe x 1" CC outlet		51.30	49.17	50.00
	8" pipe x 1.5" CC outlet		54.70	52.34	53.50
	8" pipe x 2" NPT outlet		59.50	56.96	58.00
	10" pipe x ¾" CC outlet		62.00	59.21	70.00
	10" pipe x 1" CC outlet		62.00	59.21	70.00
	10" pipe x 1.5" CC outlet		66.65	63.75	65.00
	10" pipe x 2" NPT outlet		71.92	68.83	70.00
	12" pipe x ¾" CC outlet		72.16	69.40	70.00
	12" pipe x 1" CC outlet		72.16	69.40	70.00
	12" pipe x 1.5" CC outlet		76.60	73.88	75.00
	12" pipe x 2" NPT outlet		82.65	78.96	80.00
5.3 Tapping Sleeves (Carbon Steel Flange)	4" pipe x 4" flange less accessories		314.00	304.00	307.00
	6" pipe x 4" flange less accessories		286.18	295.58	298.00
	6" pipe x 6" flange less accessories		327.00	334.50	341.00
	8" pipe x 4" flange less accessories		313.00	325.20	328.00
	8" pipe x 6" flange less accessories		333.00	340.65	345.00
	8" pipe x 8" flange less accessories		415.00	429.75	435.00
	10" pipe x 4" flange less accessories		335.00	345.50	438.00
	10" pipe x 6" flange less accessories		355.00	356.98	360.00
	10" pipe x 8" flange less accessories		428.00	433.84	438.00
	10" pipe x 10" flange		716.00	728.00	740.00

	less accessories				
	12" pipe x 4" flange less accessories		367.00	366.39	370.00
	12" pipe x 6" flange less accessories		387.00	391.44	398.00
	12" pipe x 8" flange less accessories		465.00	466.41	475.00
	12" pipe x 10" flange less accessories		760.00	759.75	775.00
	12" pipe x 12" flange less accessories		840.00	826.98	840.00
5.3.1 Tapping Sleeves Alt (Stainless Steel Flange)	4" pipe x 4" flange less accessories		376.60	386.91	393.00
	6" pipe x 4" flange less accessories		389.00	402.50	405.00
	6" pipe x 6" flange less accessories		424.00	426.69	435.80
	8" pipe x 4" flange less accessories		405.00	414.79	420.00
	8" pipe x 6" flange less accessories		440.00	446.99	455.00
	8" pipe x 8" flange less accessories		557.00	572.56	585.00
	10" pipe x 4" flange less accessories		465.00	480.59	488.00
	10" pipe x 6" flange less accessories		505.00	517.63	527.00
	10" pipe x 8" flange less accessories		615.00	625.66	640.00
	10" pipe x 10" flange less accessories		940.00	952.59	980.00
	12" pipe x 4" flange less accessories		522.00	536.39	550.00
	12" pipe x 6" flange less accessories		575.00	591.55	605.00
	12" pipe x 8" flange less accessories		725.00	738.26	755.00
	12" pipe x 10" flange less accessories		920.00	934.88	960.00
	12" pipe x 12" flange less accessories		1062.00	1086.16	1110.00
6.0 Pipe Couplings	For 2" Sch 40/80 PVC and steel pipe diameters		35.00	34.98	35.00
	For 4" D.I. and/or		110.00	115.75	110.00

	C900 PVC				
	For 6" D.I. and/or C900 PVC		124.10	134.00	128.00
	For 8" D.I. and/or C900 PVC		180.00	186.75	178.00
	For 10" D.I. and/or C900 PVC		200.00	210.00	202.00
	For 12" D.I. and/or C900 PVC		250.00	253.50	245.00
7.0 Corporation Stops	0.75"	28.87	23.96	23.77	25.55
	1.0 "	43.65	36.23	35.94	38.70
	1.5"	No bid	95.84	103.39	112.00
	2.0 NPT male inlet by CTS outlet		172.74	170.51	185.00
8.0 Curb Stops	0.75"	39.75	33.00	32.74	35.50
	1.0"	90.89	60.50	59.96	64.00
	1.0" meter spud x male NPT		69.00	66.48	No bid
	1.5" CTS x elliptical flange		133.00	133.14	No bid
	1.5" elliptical flange x male NPT		133.10	133.19	No bid
	2.0" CTS x elliptical flange		225.00	223.45	No bid
	2.0" elliptical flange x male NPT		222.00	213.91	No bid
					No bid
9.0 Fire Hydrants	2 way x 3.5 ft. bury		No Bid	No bid	1405.00
	3 way x 3.5 ft. bury		No Bid	No bid	1630.00
10.0 Gate Valves-C509	2" NPT (FemalexFemale) Imported Acceptabe	241.97	125.00	No bid	195.00
	4" MJ x MJ less accessories Domestic Only	396.50	294.00	No bid	320.00
	4" MJ x Flange less accessoriesDomestic Only	378.55	280.00	No bid	320.00

	6" MJ x MJ less accessories Domestic Only	505.97	370.00	No bid	373.00
	6" MJ x Flange less accessories Domestic Only	505.97	375.00	No bid	373.00
	8" MJ x MJ less accessories Domestic Only	805.88	599.00	No bid	625.00
	8" MJ x Flange less accessories Domestic Only	790.64	585.00	No bid	625.00
	10" MJ x MJ less accessories Domestic Only	1256.60	915.00	No bid	960.00
	10" MJ x Flange less accessories Domestic Only		917.00	No bid	960.00
	12" MJ x MJ less accessories Domestic Only	1590.07	1190.00	No bid	1210.00
	12" MJ x Flange less access- Domestic Only		1285.00	No bid	1210.00
13.0 Sewer Tapping Saddles	4" Service		21.24	24.00	25.00
	6" Service		29.06	31.50	45.00
14.1 Cross-linked Polyethylene Tubing	.750" 100 ft. coil		No Bid	.78	.78
	.750" 300 ft. coil		No Bid	.78	.78
	.750" 500 ft. coil		No Bid	.78	.78
	1.0" 100 ft. coil		No Bid	1.19	1.25
	1.0" 300 ft. coil		No Bid	1.19	1.25
	1.5" 100 ft. coil		No Bid	4.15	4.50
	1.5" 300 ft. coil		No Bid	4.15	4.50
	2.0" 100 ft. coil		No Bid	7.19	7.50
	2.0" 300 ft. coil		No Bid	7.19	7.50
15.0 Full Circle Repair Clamps	2" x 7.5" wide		40.53	42.50	42.00
	2" x 12.5" wide		70.96	73.45	72.60
	4" x 7.5" wide		46.40	48.98	47.50
	4" x 12.5" wide		76.35	78.96	78.00
	6" x 7.5" wide		52.11	55.14	54.00
	6" x 12.5" wide		83.83	86.78	86.00
	8" x 7.5" wide		60.80	63.65	63.00

	8" x 12.5" wide		97.75	99.97	100.00
	10" x 7.5" wide		70.24	73.48	72.00
	10" x 12.5" wide		111.98	114.65	115.00
	12" x 7.5" wide		79.10	82.78	82.00
	12" x 12.5" wide		128.44	132.35	132.00
16.0 Sewer Hub Adaptr	4" clay x plastic	5.29	3.53	3.95	4.25
	4" plastic x plastic	5.29	3.53	3.95	4.25
	6" clay x plastic	10.08	6.90	8.45	8.75
	6" plastic x plastic	10.08	6.90	8.45	8.75
	8" clay x plastic	15.92	11.65	12.85	14.00
	8" plastic x plastic	15.52	11.65	12.85	14.00
	10" clay x plastic	21.62	16.70	18.95	24.00
	10" plastic x plastic	21.57	16.70	18.95	24.00
	12" clay x plastic		19.50	21.98	29.00
	12" plastic x plastic	23.92	19.50	21.98	29.00
	15" clay x plastic		31.20	36.92	40.00
	15" plastic x plastic		31.20	36.92	40.00
17.0 Manhole Rings & Covers	East Jordan Iron Works V-1600-3 (reversible) or approved equiv. Ring and cover set.		237.10	No bid	240.00
	East Jordan Iron Works V-1600-3 (reversible) or approved equiv. Ring only		115.20	No bid	130.00
	East Jordan Iron Works V-1600-3 (reversible) or approved equiv. Cover only.		137.00	No bid	150.00
	East Jordan Iron Works V-1407 (stackable ring type) or approved equiv. Ring and cover set.	239.57	198.00	No bid	240.00
	East Jordan Iron Works V-1407 (stackable ring type) or approved equiv. Ring only.	139.86	120.00	No bid	155.00
	East Jordan Iron Works V-1407 (stackable ring type) or approved equiv. Cover only.	99.72	95.00	No bid	125.00
18.0 Concrete Manhole	32" tall base without holes and without poured invert		No Bid	No bid	No bid

Bases and Riser Sections					
	Poured invert adder (6" max radius). Invert out plus 1 inlet		No Bid	No bid	No bid
	Poured invert adder (6" max radius). Invert out plus 2 inlets		No Bid	No bid	No bid
	Poured invert adder (6" max radius). Invert out plus 3 inlets		No Bid	No bid	No bid
	12" riser section		No Bid	No bid	No bid
	16" riser section		No Bid	No bid	No bid
	32" riser section		No Bid	No bid	No bid
	48" riser section		No Bid	No bid	No bid
19.0 Eccentric Concrete Manhole Cone Section	36" tall cone section per specs without ring & cover		No Bid	No bid	No bid
	36" tall cone section per specifications with pre-installed and sealed ring and cover		No Bid	No bid	No bid
20.0 Pre-Installed Manhole Boot Connectors	Pre-installed hole and boot adder for 4" sewer pipe		No Bid	No bid	No bid
	Pre-installed hole and boot adder for 6" sewer pipe		No Bid	No bid	No bid
	Pre-installed hole and boot adder for 8" sewer pipe		No Bid	No bid	No bid
	Pre-installed hole and boot adder for 10" sewer pipe		No Bid	No bid	No bid
	Pre-installed hole and boot adder for 12" sewer pipe		No Bid	No bid	No bid

END OF SECTION I (MATERIALS)					

CITY OF STARKVILLE 2015 SOURCE OF SUPPLY BID TALLY SHEET

PUBLIC WORKS: STREETS

Section 3: Traffic Signs: High Intensity grade Scotlight, must meet all applicable State and Federal Highway Specifications

	G& C Supply Company, Inc	Custom Products Corp	Nunley Trucking Company		
12" x 6"	3.40	2.11			
12" x 18"	6.72	6.32			
12" x 36"	11.98	11.25			
18" x 18"	8.99	8.44			
18" x 24"	11.98	11.25			
24" x 24"	15.36	15.00			
24" x 30"	18.96	18.75			
30" x 30"	24.12	23.43			
36" x 36"	34.36	33.75			
48" x 24"	32.24	30.00			
48" x 48"	72.50	60.00			
24" x 24" stop sign	15.90	14.36			
30" x 30" stop sign	22.65	22.44			
36" x 36" stop sign	32.90	32.35			
30" yield	12.92	13.47			
36" yield	25.28	17.26			

Section 4: Street Sign Blanks (Aluminum, No Holes)					
6x18x0.080	1.68	1.52			
6x24x0.080	2.12	2.02			
6x30x0.080	2.64	2.53			
6x36x0.080	3.18	3.03			
6x48x0.080	3.80	4.04			
Section 5: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)					
24"x24" Stop Sign	6.33	6.56			
30"x30" Stop Sign	9.74	10.25			
36"x36" Stop Sign	13.94	14.76			
30" Yield	9.93	5.30			
36" Yield	14.03	6.80			
Section 6: Sheet Vinyl					
6" roll x 50yd white eng grade	66.00	61.69			
6"roll x 50 yd black sheet vinly with application tape on front	105.20	105.42			

Section 7: Assorted U-Channel Posts:					
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50					
7 foot	10.90	11.47			
8 foot	12.46	13.11			
9 foot	14.01	14.75			
10 foot	15.58	16.39			
12 foot	18.69	19.67			
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50					
7 foot	8.41	8.40			
8 foot	9.61	9.60			
9 foot	10.82	10.80			
10 foot	12.02	12.00			
12 foot	14.42	14.40			
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12					
10 foot	15.58	20.81			
12 foot	18.69	24.97			

U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12					
10 foot	12.02	16.11			
12 foot	14.42	19.34			
Section 8: 4-way intersection name signs:	No bid				
Galvanized Steel: Black on white baked enamel on					
Mounted with embossed lettering & border					
On heavy-duty interlocking brackets		No bid			
Section 9: Street name posts: tubular, galvanized					
2-3/8"x11"	18.60	20.88			
2-3/8" O.D. pipe caps	3.10	3.25			
90 degree cross plates (Vulcan signs VSS-2 or equivalent)	2.75	3.00			
Vulcan signs VSS-2 or equivalen	No bid	3.00			
	No bid	No bid			
Section 10: fill material, Delivered	No bid	No bid			
Clay gravel	No bid	No bid			
Ton/Cu yard	No bid	No bid			
Washed gravel	No bid	No bid			
Ton/Cu yard	No bid	No bid			
Pea gravel	No bid	No bid			

Ton/Cu yard	No bid				
Road gravel	No bid				
Ton/Cu yard					
Fill soil					
Ton/Cu yard					
Top soil					
Ton/Cu yard					
Fill dirt (select)					
Ton/Cu yard					
River sand					
Ton/Cu yard					
MDOT Class C Bedding Material					
Ton					
Fill dirt (local pit, select, loaded, & hauled by city personnel					
Ton/Cu yard					
Crushed Limestone #5					
Ton/Cu yard			27.25 ton		
Crushed Limestone #6					
Ton/Cu yard			27.25 ton		
Crushed Limestone #7					
Ton/Cu yard			27.25 ton		
Crushed Limestone #9					
Ton/Cu yard			27.25 ton		

Crushed Limestone #610					
Ton/Cu yard			25.44 ton		
Rip Rap-size 100 lb					
Ton/Cu yard			29.25 ton		
Rip Rap-size 200 lb					
Ton/Cu yard			29.25 ton		
Section 11: concrete, delivered					
2500 psi (4 ½) bag					
Cu yard					
3000 psi (5 bag)					
2500 psi (4 ½) bag w/ fiber reinf)					
Cu yard					
3000 psi (5bag with fiber reinf)					
2500 psi (4 1/2) bag with fiber Reinf)					
300 psi (5 bag with fiber reinf)					
Section 12: black base, at which time it will	Hot mix F.O.B. Asphalt be re-negotiated or	Plant. Ashalt re-bid.	Bid price	To be good	For 3 months
Grade 1 _____ Ton					
Section 13: Surface months at which time	Course, hot mix F.O.B it will be re-negotiated	Asphalt Plant or	Asphalt Bid re-bid	Price to	Good for 3
Ton					
Section 14: Binder good for 3 months	Course, hot mix F.O.B it will be re-negotiated	Asphalt or re-bid	Plant,	Asphalt bid	Price to be
Grade 1 _____ Ton					
Section 15: Cold mix F.O.B asphalt plant					
Plant Mix _____ ton					
UPM mix					

_____ Ton					
Section 16: Emulsified price to be good for 3	Asphalt, F.O.B Asphalt months at which time	Plant/ it will be	Distribution renegotiated	Point or re-bid	Asphalt bid
gal					
Section 17: Mosquito Control Chemicals (must be labeled for mosquito spray use)					
Approved manufactures (adulticides)					
1. bayer permanone RTU.. gal					
Scourge 4+12 gal					
2. Clarke/ anvil 2+2 gal					
Mosquitomist one gal					
Approved manufactures (larvicides)					
1.wellmark (altoside) 30 day briquettes (400 count)					
Case					
2.wellmark(aloside) 150 day briquettes (220) count					
Case					
Section 18:Concrete median barriers (precast)					
Each					
Section 19: standard curb inlet: grate & frame equivalent to MS Hwy dept type A					
Each					
Grate & frame equivalent to MS Hwy department type c					

Each					
3 piece grate and frame equivalent to city of Hattiesburg standard (48" width)					
Each					
3 piece grate & frame equivalent to City of Hattiesburg standard (60" width)					
Each					
Section 20: standard Catch basin: Grate & frame equivalent to MS Hwy Dept type D					
Each					
Section 21: Various traffic control graphics 3M stamark pavement tape, or equivalent, with installation equipment provided by vendor					
Turn arrows sq ft					
Onlys sq ft					
4" yellow strip sq ft					
4 " white strip sq ft					
6" yellow strip sq ft					
6" white strip sq ft					
Section 22: Fuel & other Petroleum products:					
Gasoline(unleaded) gal					
Diesel (non-Highway use) gal					
Diesel (hwy use) gal					
Diesel Oil (55 gal Drum) drum					

Oil (10w40, 55 gal.) drum					
Oil (10W40, Case of 24 quart) case					
Anti-freeze (55 gal. Drum) Drum					
Hydrolic Fluid (55 gal. Drum) drum					
Transmission Fluid (55gal drum) drum					
Grease (5 gal. can) can					
Grease (cartridges) cartridges					

Section 23: Round reinforced culvert pipe, concrete, class III, with mortar joints

12" LF					
15" LF					
18" LF					
21" LF					
24" LF					
27" LF					
30" LF					
36" LF					
42" LF					
48" LF					
54" LF					
60" LF					
66" LF					
72" LF					
Section 24: bends, Wyes, & Tees					

Bends LF					
Wyes and Tees, Stub 15 inches or larger, 6 Ft lengths LF					
Double wyes and tees LF					
Section 25: Reinforced, flared end sections, round					
18" LF					
24" LF					
30" LF					
36" LF					
42" LF					
48" LF					
54" LF					
60" LF					
66" LF					
72" LF					
78" LF					
84" LF					
90" LF					
96" LF					
Section 26: reinforced, flared end sections, ach					
22"x13" LF					
30"x18" LF					

36"x23" LF					
44"x27" LF					
51"x31" LF					
58"x36" LF					
65"x40" LF					
73"x45" LF					
Section 27: Reinforced, concrete culvert pipe, arched, class III					
22"x13" LF					
30"x18" LF					
36"x23" LF					
44"x27" LF					
51"x31" LF					
58"x36" LF					
65"x40" LF					
73"x45" LF					
Section 28: joint sealant (ramneck or equivalent)					
28pcs.-1 1/2x3' per box					
Section 29: recast manoles					
Concrete diameter with water section, proofing treatment on interior & flexible at all tie-ins					
With steps LF					

Without steps LF					
With floor LF					
Section 30: Corrugated Polyethylene Pipe Culverts ripped pipe with smooth interior (submit specifications & manufacturer with bid) for use under H20 live loading. Corrugated polyethylene pipe shall conform to the requirments of AASHTO designation:M294, type S	G&O Supply Company, Inc				
12" LF	5.48				
15" LF	7.39				
18" LF	10.23				
24" LF	17.23				
30" LF	22.97				
36" LF	30.15				
42" LF	38.56				
48" LF	49.30				
54" LF	No bid				
60" LF	91.68				
Section 31: Copper, steel, galvanized, corrugated, metal pipe, round pipe					

****See attached spreadsheet*****					

**CITY OF STARKVILLE
2015 SOURCE OF SUPPLY
BID TALLY SHEET**

PUBLIC WORKS: CONSTRUCTION

Contact Person: Doug Devlin / Telephone Number: (662) 324-4011, ext. 128

Spec. Section #	Description					
Equipment & Personnel Services	Box Blade, Tractor and Operator					
	Dump Truck(6cy) and Operator					
	Dump Truck(15cy) and Operator					
	Dump Truck(22cy) and Operator					
	Backhoe and Operator					
	Large Track Hoe Excavator and Operator					
	Excavator, Operator & Helper(s)-pipe rehabwork					
	Mini-Excavator(1ftbucket) Operator & 1helper – meter work					
	Welding Machine & Welder					
	D3 Dozer & Operator					
	D4 Dozer & Operator					
	D5 Dozer & Operator					
	D6 Dozer & Operator					

	Tractor, Sheep's Foot and/or Wobble Wheel & Operator					
	MotorGrader (12G or equal) and operator					
	Motorized Wobble Wheel Compactor & Operator					
	Tractor (425 HP min), 17 cy pull scraper & operator					
	Self Contained scraper (20cy capacity)& operator					
	Tractor (225 HP min), Operator & 15' disk					
EROSION CONTROL SVCS						
(City provides seed and hay bales)	Broadcast grass seed & apply straw mulch					
(Contractor provides all materials for silt fencing)	Install MDOT approved black plastic film silt fence					
	Install Hydromulch & Seeding (MDOT fall mix) Irrigation Required					
	Install Hydromulch & Seeding (MDOT Spring mix) Irrigation Required					
Performance Bond	Unit Price to provide MS Performance bond for faithful completion of work per \$1000 contract value					
Lining of Manholes	Mobilization for Inspection					
	Manhole Inspection – each					
	Mobilization for Lining					
Lining Type (Per sq foot)	1.CCI Spectrum, SpectraShield – New per square foot					
	1.CCI Spectrum, SpectraShield – A. Minimal Damage					
	1.CCI Spectrum, SpectraShield – B. Moderate Damage					
	1.CCI Spectrum, SpectraShield – C. Severe Damage					
	2.CIPM / FIPM – MultiPlexx Model PVCP by Terre Hill Composites NEW					
	2.CIPM / FIPM – MultiPlexx Model PVCP by Terre Hill Composites A. Minimal Damage					
	2.CIPM / FIPM –					

	MultiPlexx Model PVC/P by Terre Hill Composites B. Moderate Damage					
	2.CIPM / FIPM – MultiPlexx Model PVC/P by Terre Hill Composites C. Severe Damage					
	2.Permaform, by A/P/M Permaform - NEW					
	2.Permaform, by A/P/M Permaform - A. Minimal Damage					
	2.Permaform, by A/P/M Permaform - B. Moderate Damage					
	2.Permaform, by A/P/M Permaform - C. Severe Damage					
3. 100% Solids Poly Monolithic	Pre-Cast Manhole: New Min Coating Thick: 60					
	Pre-Cast Manhole w/force main: New Min Coating Thick: 80					
	Pre-Cast Manhole: A. Minimal Damage Min Coating Thick: 125					
	Pre-Cast Manhole: B. Moderate Damage Min Coating Thick: 175					
	Pre-Cast Manhole: B. Moderate Damage Min Coating Thick: 200					
	Pre-Cast Manhole: C. Severe Damage Min Coating Thick: 250					
15D - ROOT TREATMENT IN SEWERS	Min linear ft treated per service visit		2000 Feet			
	6"					
	8"					
	10"					
	12"					
	15"					
	18"					
	24"					

Public Works: New Construction / Rehab

2. Unit price for providing a performance bond from a surety licensed to do business in the state of Mississippi for the faithful completion of the contracted work

Contract value	Unit price to provide performance bond	Terry Stidham Construction
\$0-\$49,999		\$30.00 per \$1000 of contract value
\$50,000-\$99,999		\$30.00 per \$1000 of contract value
\$100,000-\$149,999		\$30.00 per \$1000 of contract value
\$150,000-\$199,999		\$30.00 per \$1000 of contract value
\$200,000-\$249,999		\$30.00 per \$1000 of contract value
\$250,000-\$499,999		\$30.00 per \$1000 of contract value
\$500,000-\$749,999		\$30.00 per \$1000 of contract value
\$500,000-\$749,999		\$30.00 per \$1000 of contract value

	License Number:		17964
	Performance Bond price per \$1000 of contract value:		
1. Pipe Demo & Disposal		Prisock Dirt Construction	Terry Stidham Construction
Diameter/Cut Depth	Length	Price per LF	
0" – 24" 0'-6' Cut	n/a	6.00	5.25
25" – 48" 0'-6' Cut	n/a	8.25	7.75
Larger than 48" 0'-6' Cut	n/a	14.50	13.00
0" – 24" 7'-10' Cut	n/a	9.00	8.00
25" – 48" 7'-10' Cut	n/a	12.00	11.00
Larger than 48" 7'-10' Cut	n/a	18.00	16.00
0" – 24" >10' Cut	n/a	13.25	12.00

25" – 48" >10' Cut	n/a	17.25	16.00
Larger than 48" >10' Cut	n/a	20.25	18.00
4"			
0' – 6' Cut	0' – 300'	5.75	5.00
0' – 6' Cut	301' - 700'	5.75	5.00
0' – 6' Cut	701' +	5.75	5.00
6" – 10' Cut	0' – 300'	7.25	6.50
6" – 10' Cut	301' - 700'	7.25	6.50
6" – 10' Cut	701' +	7.25	6.50
10' – 16' Cut	0' – 300'	13.00	12.00
10' – 16' Cut	301' - 700'	13.00	12.00
10' – 16' Cut	701' +	13.00	12.00
6"			
0' – 6' Cut	0' – 300'	6.00	5.00
0' – 6' Cut	301' - 700'	6.00	5.00
0' – 6' Cut	701' +	6.00	5.00
6' – 10' Cut	0' – 300'	7.75	7.00
6' – 10' Cut	301' - 700'	7.75	7.00
6' – 10' Cut	701' +	7.75	7.00
10' – 16' Cut	0' – 300'	13.25	12.00
10' – 16' Cut	301' - 700'	13.25	12.00
10' – 16' Cut	701' +	13.25	12.00
8"			
0' – 6' Cut	0' – 300'	6.75	5.50

0' – 6' Cut	301' - 700'	6.75	5.50
0' – 6' Cut	701' +	6.75	5.50
6' – 10' Cut	0' - 300'	8.00	7.00
6' – 10' Cut	301' - 700'	8.00	7.00
6' – 10' Cut	701' +	8.00	7.00
10' – 16' Cut	0' - 300'	13.50	11.00
10' – 16' Cut	301' - 700'	13.50	11.00
10' – 16' Cut	701' +	13.50	11.00
10"			
0' – 6' Cut	0' - 300'	7.00	6.25
0' – 6' Cut	301' - 700'	7.00	6.25
0' – 6' Cut	701' +	7.00	6.25
6' – 10' Cut	0' - 300'	8.25	7.50
6' – 10' Cut	301' - 700'	8.25	7.50
6' – 10' Cut	701' +	8.25	7.50
10' – 16' Cut	0' - 300'	13.50	11.00
10' – 16' Cut	301' - 700'	13.50	11.00
10' – 16' Cut	701' +	13.50	11.00
12"			
0' – 6' Cut	0' - 300'	8.00	7.00
0' – 6' Cut	301' - 700'	8.00	7.00
0' – 6' Cut	701' +	8.00	7.00
6' – 10' Cut	0' - 300'	9.00	8.50
6' – 10' Cut	301' - 700'	9.00	8.50

6' – 10' Cut	701' +	9.00	8.50
10' – 16' Cut	0' – 300'	13.75	11.00
10' – 16' Cut	301' - 700'	13.75	11.00
10' – 16' Cut	701' +	13.75	11.00
15"			
0' – 6' Cut	0' – 300'	9.00	8.00
0' – 6' Cut	301' - 700'	9.00	8.00
0' – 6' Cut	701' +	9.00	8.00
6' – 10' Cut	0' – 300'	10.75	10.00
6' – 10' Cut	301' - 700'	10.75	10.00
6' – 10' Cut	701' +	10.75	10.00
10' – 16' Cut	0' – 300'	14.00	12.00
10' – 16' Cut	301' - 700'	14.00	12.00
10' – 16' Cut	701' +	14.00	12.00
18"			
0' – 6' Cut	0' – 300'	10.00	9.00
0' – 6' Cut	301' - 700'	10.00	9.00
0' – 6' Cut	701' +	10.00	9.00
6' – 10' Cut	0' – 300'	11.00	9.25
6' – 10' Cut	301' - 700'	11.00	9.25
6' – 10' Cut	701' +	11.00	9.25
10' – 16' Cut	0' – 300'	15.25	14.00
10' – 16' Cut	301' - 700'	15.25	14.00

10' – 16' Cut	701' +	15.25	14.00
21"			
0' – 6' Cut	0' – 300'	11.00	9.50
0' – 6' Cut	301' - 700'	11.00	9.50
0' – 6' Cut	701' +	11.00	9.50
6' – 10' Cut	0' – 300'	13.25	12.00
6' – 10' Cut	301' - 700'	13.25	12.00
6' – 10' Cut	701' +	13.25	12.00
10' – 16' Cut	0' – 300'	16.00	14.00
10' – 16' Cut	301' - 700'	16.00	14.00
10' – 16' Cut	701' +	16.00	14.00
24"			
0' – 6' Cut	0' – 300'	15.00	13.00
0' – 6' Cut	301' - 700'	15.00	13.00
0' – 6' Cut	701' +	15.00	13.00
6' – 10' Cut	0' – 300'	16.00	14.50
6' – 10' Cut	301' - 700'	16.00	14.50
6' – 10' Cut	701' +	16.00	14.50
10' – 16' Cut	0' – 300'	18.00	15.50
10' – 16' Cut	301' - 700'	18.00	15.50
10' – 16' Cut	701' +	18.00	15.50
Misc Sewer Line Installations			
New Manhole Installation	0' – 6' Invert Depth	350.00	300.00

	6' – 10' Invert Depth	575.00	500.00
	10' – 16" Invert Depth	800.00	700.00
Manhole Installation over Existing Line	Per Vertical Ft	55.00	45.00
Tying into Existing Manhole		325.00	250.00
4" Sewer Tap		325.00	250.00
6" Sewer Tap		375.00	250.00
WaterPipe & Open Cut Steel Casing installation- 36" Nominal Depth			
Type 1 Bedding (Pipe Diameter)		Water pipe/steel coring	
2" (inc threaded connections)		2.50	1.50
4"		2.75	2.00
6"		4.00	3.50
8"		4.75	4.00
10"		5.25	4.50
12"		5.75	5.00
14"		6.00	5.25
16"		6.75	5.50
18"		8.00	7.00
20"		8.50	7.00
24"		9.00	8.00

Nominal Depth of 36			
Type II Bedding			
4" (Pipe Diameter)		2.75	2.25
6"		4.00	3.50
8"		5.00	4.00
10"		5.75	4.50
12"		6.00/8.50	5.00
14"		6.75/8.75	5.50
16"		7.00/10.00	6.00
18"		7.75/11.00	6.50
20"		8.00/12.00	7.00
24"		10.00/13.25	9.00
Nominal Depth of 36"			
Type III Bedding			
6" (Pipe Diameter)		5.25	4.50
8"		5.50	4.50
10"		5.75	4.75
12"		6.75	5.75
14"		7.25	6.25
16"		7.50	6.80
18"		7.75	7.50
20"		9.25	8.50
24"		9.75	9.25
Miscellaneous Water Line Installations			

Mech Joint & Flange Connections			
Pipe or Fitting Dia.			
4"		6.50	6.00/6.00
6"		8.50	8.00/8.00
8"		11.00	10.00/10.00
10"		13.25	12.00/12.00
12"		15.50	14.00/14.00
14"		17.50	16.00
16"		19.75	18.00
18"		21.00	20.00
20"		23.25	22.00
24"		28.50	25.00
Concrete Thrust Blocks			
Square Ft of concrete bearing area upon undisturbed trench walls as required by the specifications		3.25	5.00
Setting of Hydrants, Valves & Bases			
Prepare base & set Fire hydrant & 6" valve		350.00	300.00
Prepare base& set valves &valve box			
2" (including threaded		150.00	100.00

conn)			
4"---6"		175.00	125.00
8"---10"		200.00	175.00
12"		250.00	225.00
14"		275.00	225.00
16"		300.00	250.00
18"		325.00	250.00
20"		375.00	300.00
24"		425.00	300.00
Open cut steel casing installations larger than 16" in trenches & creek crossing. Sizes smaller than 18" shall be at the unit price in section 3.0. Welding shall be at the hourly rate bid in section 9			
12"			8.00
14"			8.00
16"			9.00
18"			9.00
20"			10.00
24"			10.00
Concrete Storm Drain Installation			
15" Diameter			
0' to 6' Depth	0' ~ 300'	7.00	6.25
0' to 6'	301' - 700'	7.00	6.25

0' to 6'	701' +	7.00	6.25
6' to 10'	0' - 300'	11.25	10.00
6' to 10'	301' - 700'	11.25	10.00
6' to 10'	701' +	11.25	10.00
18" Diameter			
0' to 6'	0' - 300'	8.00	7.25
0' to 6'	301' - 700'	8.00	7.25
0' to 6'	701' +	8.00	7.25
6' to 10'	0' - 300'	12.00	10.00
6' to 10'	301' - 700'	12.00	10.00
6' to 10'	701' +	12.00	10.00
24" Diameter			
0' to 6'	0' - 300'	9.00	8.75
0' to 6'	301' - 700'	9.00	8.75
0' to 6'	701' +	9.00	8.75
6' to 10'	0' - 300'	14.75	13.50
6' to 10'	301' - 700'	14.75	13.50
6' to 10'	701' +	14.75	13.50
27" Diameter			
0' to 6'	0' - 300'	10.00	9.00
0' to 6'	301' - 700'	10.00	9.00
0' to 6'	701' +	10.00	9.00
6' to 10'	0' - 300'	15.00	14.00
6' to 10'	301' - 700'	15.00	14.00

6' to 10'	701' +	15.00	14.00
30" Diameter			
0' to 6'	0' - 300'	15.00	13.50
0' to 6'	301' - 700'	15.00	13.50
0' to 6'	701' +	15.00	13.50
6' to 10'	0' - 300'	17.25	15.00
6' to 10'	301' - 700'	17.25	15.00
6' to 10'	701' +	17.25	15.00
36" Diameter			
0' to 6'	0' - 300'	16.00	14.75
0' to 6'	301' - 700'	16.00	14.75
0' to 6'	701' +	16.00	14.75
6' to 10'	0' - 300'	18.00	15.50
6' to 10'	301' - 700'	18.00	15.50
6' to 10'	701' +	18.00	15.50
42" Diameter			
0' to 6'	0' - 300'	17.00	15.25
0' to 6'	301' - 700'	17.00	15.25
0' to 6'	701' +	17.00	15.25
6' to 10'	0' - 300'	19.25	17.00
6' to 10'	301' - 700'	19.25	17.00
6' to 10'	701' +	19.25	17.00
48" Diameter			
0' to 6'	0' - 300'	18.25	17.00

0' to 6'	301' - 700'	18.25	17.00
0' to 6'	701' +	18.25	17.00
6' to 10'	0' - 300'	20.75	19.00
6' to 10'	301' - 700'	20.75	18.00
6' to 10'	701' +	20.75	18.00
54" Diameter			
0' to 6'	0' - 300'	20.00	24.00
0' to 6'	301' - 700'	20.00	24.00
0' to 6'	701' +	20.00	24.00
6' to 10'	0' - 300'	26.50	24.00
6' to 10'	301' - 700'	26.50	24.00
6' to 10'	701' +	26.50	24.00
60" Diameter			
0' to 6'	0' - 300'	26.75	25.00
0' to 6'	301' - 700'	26.75	25.00
0' to 6'	701' +	26.75	25.00
6' to 10'	0' - 300'	29.00	25.00
6' to 10'	301' - 700'	29.00	25.00
6' to 10'	701' +	29.00	25.00
66" Diameter			
0' to 6'	0' - 300'	30.25	27.00
0' to 6'	301' - 700'	30.25	27.00
0' to 6'	701' +	30.25	27.00
6' to 10'	0' - 300'	35.50	29.00

6' to 10'	301' - 700'	35.50	29.00
6' to 10'	701' +	35.50	29.00
72" Diameter			
0' to 6'	0' - 300'	38.25	34.00
0' to 6'	301' - 700'	38.25	34.00
0' to 6'	701' +	38.25	34.00
6' to 10'	0' - 300'	46.00	40.00
6' to 10'	301' - 700'	46.00	40.00
6' to 10'	701' +	46.00	40.00
Corrugated Metal Pipe Installation			
15" Diameter			
0' to 6'	0' - 300'	6.25	5.00
0' to 6'	301' - 700'	6.25	5.00
0' to 6'	701' +	6.25	5.00
6' to 10'	0' - 300'	6.75	6.00
6' to 10'	301' - 700'	6.75	6.00
6' to 10'	701' +	6.75	6.00
18" Diameter			
0' to 6'	0' - 300'	6.50	5.00
0' to 6'	301' - 700'	6.50	5.00
0' to 6'	701' +	6.50	5.00
6' to 10'	0' - 300'	8.00	7.00
6' to 10'	301' - 700'	8.00	7.00
6' to 10'	701' +	8.00	7.00

21" Diameter			
0' to 6'	0' - 300'	7.00	5.00
0' to 6'	301' - 700'	7.00	5.00
0' to 6'	701' +	7.00	5.00
6' to 10'	0' - 300'	8.75	7.00
6' to 10'	301' - 700'	8.75	7.00
6' to 10'	701' +	8.75	7.00
24" Diameter			
0' to 6'	0' - 300'	8.25	5.50
0' to 6'	301' - 700'	8.25	5.50
0' to 6'	701' +	8.25	5.50
6' to 10'	0' - 300'	14.75	13.00
6' to 10'	301' - 700'	14.75	13.00
6' to 10'	701' +	14.75	13.00
30" Diameter			
0' to 6'	0' - 300'	13.50	12.00
0' to 6'	301' - 700'	13.50	12.00
0' to 6'	701' +	13.50	12.00
6' to 10'	0' - 300'	15.50	13.00
6' to 10'	301' - 700'	15.50	13.00
6' to 10'	701' +	15.50	13.00
36" Diameter			
0' to 6'	0' - 300'	14.25	12.50
0' to 6'	301' - 700'	14.25	12.50

0' to 6'	701' +	14.25	12.50
6' to 10'	0' - 300'	16.00	12.50
6' to 10'	301' - 700'	16.00	12.50
6' to 10'	701' +	16.00	12.50
42" Diameter			
0' to 6'	0' - 300'	15.00	12.00
0' to 6'	301' - 700'	15.00	12.00
0' to 6'	701' +	15.00	12.00
6' to 10'	0' - 300'	16.50	14.00
6' to 10'	301' - 700'	16.50	14.00
6' to 10'	701' +	16.50	14.00
48" Diameter			
0' to 6'	0' - 300'	16.00	13.00
0' to 6'	301' - 700'	16.00	13.00
0' to 6'	701' +	16.00	13.00
6' to 10'	0' - 300'	18.50	15.00
6' to 10'	301' - 700'	18.50	15.00
6' to 10'	701' +	18.50	15.00
54" Diameter			
0' to 6'	0' - 300'	18.25	15.00
0' to 6'	301' - 700'	18.25	15.00
0' to 6'	701' +	18.25	15.00
6' to 10'	0' - 300'	20.00	17.00
6' to 10'	301' - 700'	20.00	17.00

6' to 10'	701' +	20.00	17.00
60" Diameter			
0' to 6'	0' - 300'	19.50	17.00
0' to 6'	301' - 700'	19.50	17.00
0' to 6'	701' +	19.50	17.00
6' to 10'	0' - 300'	23.75	19.00
6' to 10'	301' - 700'	23.75	19.00
6' to 10'	701' +	23.75	19.00
66" Diameter			
0' to 6'	0' - 300'	22.00	19.00
0' to 6'	301' - 700'	22.00	19.00
0' to 6'	701' +	22.00	19.00
6' to 10'	0' - 300'	25.50	22.00
6' to 10'	301' - 700'	25.50	22.00
6' to 10'	701' +	25.50	22.00
72" Diameter			
0' to 6'	0' - 300'	25.25	22.00
0' to 6'	301' - 700'	25.25	22.00
0' to 6'	701' +	25.25	22.00
6' to 10'	0' - 300'	29.00	24.00
6' to 10'	301' - 700'	29.00	24.00
6' to 10'	701' +	29.00	24.00
78" Diameter			
0' to 6'	0' - 300'	27.00	22.00

0' to 6'	301' - 700'	27.00	22.00
0' to 6'	701' +	27.00	22.00
6' to 10'	0' - 300'	30.25	25.00
6' to 10'	301' - 700'	30.25	25.00
6' to 10'	701' +	30.25	25.00
84" Diameter			
0' to 6'	0' - 300'	30.50	28.00
0' to 6'	301' - 700'	30.50	28.00
0' to 6'	701' +	30.50	28.00
6' to 10'	0' - 300'	34.00	30.00
6' to 10'	301' - 700'	34.00	30.00
6' to 10'	701' +	34.00	30.00
96" Diameter			
0' to 6'	0' - 300'	32.25	30.00
0' to 6'	301' - 700'	32.25	30.00
0' to 6'	701' +	32.25	30.00
6' to 10'	0' - 300'	37.75	35.00
6' to 10'	301' - 700'	37.75	35.00
6' to 10'	701' +	37.75	35.00
108" Diameter			
0' to 6'	0' - 300'	38.00	35.00
0' to 6'	301' - 700'	38.00	35.00
0' to 6'	701' +	38.00	35.00
6' to 10'	0' - 300'	45.00	40.00

6' to 10'	301' - 700'	45.00	40.00
6' to 10'	701' +	45.00	40.00
Plastic Drainage Pipe Installation			
15" Diameter			
0' to 6'	0' - 300'	5.00	4.00
0' to 6'	301' - 700'	5.00	4.00
0' to 6'	701' +	5.00	4.00
6' to 10'	0' - 300'	8.75	7.50
6' to 10'	301' - 700'	8.75	7.50
6' to 10'	701' +	8.75	7.50
18" Diameter			
0' to 6'	0' - 300'	5.50	4.00
0' to 6'	301' - 700'	5.50	4.00
0' to 6'	701' +	5.50	4.00
6' to 10'	0' - 300'	8.95	7.50
6' to 10'	301' - 700'	8.95	7.50
6' to 10'	701' +	8.95	7.50
21" Diameter			
0' to 6'	0' - 300'	6.00	5.00
0' to 6'	301' - 700'	6.00	5.00
0' to 6'	701' +	6.00	5.00
6' to 10'	0' - 300'	9.00	8.00
6' to 10'	301' - 700'	9.00	8.00
6' to 10'	701' +	9.00	8.00

24" Diameter			
0' to 6'	0' - 300'	8.00	7.50
0' to 6'	301' - 700'	8.00	7.50
0' to 6'	701' +	8.00	7.50
6' to 10'	0' - 300'	10.75	9.25
6' to 10'	301' - 700'	10.75	9.25
6' to 10'	701' +	10.75	9.25
30" Diameter			
0' to 6'	0' - 300'	8.50	7.50
0' to 6'	301' - 700'	8.50	7.50
0' to 6'	701' +	8.50	7.50
6' to 10'	0' - 300'	11.50	10.50
6' to 10'	301' - 700'	11.50	10.50
6' to 10'	701' +	11.50	10.50
36" Diameter			
0' to 6'	0' - 300'	9.00	8.00
0' to 6'	301' - 700'	9.00	8.00
0' to 6'	701' +	9.00	8.00
6' to 10'	0' - 300'	12.00	11.00
6' to 10'	301' - 700'	12.00	11.00
6' to 10'	701' +	12.00	11.00
42" Diameter			
0' to 6'	0' - 300'	10.50	9.50
0' to 6'	301' - 700'	10.50	9.50

0' to 6'	701' +	10.50	9.50
6' to 10'	0' - 300'	14.25	13.00
6' to 10'	301' - 700'	14.25	13.00
6' to 10'	701' +	14.25	13.00
48" Diameter			
0' to 6'	0' - 300'	12.50	11.00
0' to 6'	301' - 700'	12.50	11.00
0' to 6'	701' +	12.50	11.00
6' to 10'	0' - 300'	15.75	15.00
6' to 10'	301' - 700'	15.75	15.00
6' to 10'	701' +	15.75	15.00
Misc Drainage Installations			
Bldg Catch Basin	Per sq ft surface area	40.00	20.00
Install 4"3,000 PSI Concrete linings in drainage ditches Per sq ft surface area	Less than 1000 square feet	7.00	5.00
"	More than 1000 square feet	6.50	4.00
Install Pre-Cast Storm Inlet / Junction Box (Includes Excavation & Equipment)			
	(Dimensions)		
0' to 6' Depth	0'x0' to 48"x48"	350.00	300.00
0' to 6'	49"x49" to 96"x96"	525.00	400.00
0' to 6'	Larger than	750.00	600.00

	96"x96"		
7' to 10'	0'x0' to 48"x48"	575.00	400.00
7' to 10'	49"x49" to 96"x96"	800.00	600.00
7' to 10'	Larger than 96"x96"	1200.00	1000.00
➤ 10'	0'x0' to 48"x48"	750.00	600.00
➤ 10'	49"x49" to 96"x96"	950.00	800.00
➤ 10'	Larger than 96"x96"	1650.00	14.00 (1400.00?)
Remove & replace concrete driveway	Removal of existing concrete driveways	2.5 per ft	2.40
	Labor to install concrete surface area	4.85 per ft	4.50
	Saw-cutting	8.50 ft	8.00
	Expansion material & traffic sealant	1.60 ft	1.40
Equipment & Personnel Services	Box blade, tractor & operator	50.00	45.00
	Dump truck & operator (6cy)	No bid	No bid
	Dump truck & operator (15cy)	65.00	60.00

	Dump truck & operator (22 cy)	90.00	80.00
	Backhoe & operator	65.00	65.00
	Large Track Hoe Excavator & Operator	115.00	100.00
	Excavator, Operator & Helper(s) for pipe rehab	165.00	150.00
	Mini-excavator (1 ft bucket) Operator & one helper for meter work	90.00	85.00
	Welding mch & welder	70.00	50.00
	D3 Dozer & operator	No bid	No bid
	D4 Dozer & operator	90.00	75.00
	D5 Dozer & operator	110.00	No bid
	D6 Dozer & operator	120.00 with rippers 140.00	No bid
	Tractor, Sheep's Ft and / or wobble wheel & op	65.00	65.00
	Motor Grader (12G or equal) &	130.00	No bid

	operator		
	Motorized wobble wheel compactor & operator	Cat 433 75.00 cat 54- c 90.00	No bid
	Tractor (425 hp min) 17 cy capacity pull scraper and operator	300.00	No bid
	Self contained scraper (20 cy) & operator	150.00	No bid
	Tractor (225 hp min) Operator & 15' disk	100.00	No bid
	Caterpillar Skidsteer Brushcutter	135.00	
	w/brush grapple attachment	85.00	
	Haul 22 CY/26 ton loads From Columbus, MS	No bid	
Erosion Control Services			
City provides seed & hay bales for seeding & mulching.	Broadcast grass seed and apply straw mulch	.36/sq yd	.35/sq yd
Contractor provides all materials for silt fencing	Install MDOT approved black plastic film silt fence (wood	1.25 per ft mobilization under 1000 ft/200.00	2.50 per ft

	stakes)		
Installation of Hydromulch & seeding	MDOT Fall Mix – Irrigation Required	.65	.50/sy
	MDOT Spring Mix – Irrigation Required	.65 yd	.50/sy
Linear Boring – City provides casing pipe, access to boring site, clearing, grubbing, permits & easements	Mobilization Charge	No bid	300.00
	Pit Excavations per bore to include both boring & receiving pits	No bid	350.00
For Water Lines	6 "	No bid	45.00/ft
	8"	No bid	55.00/ft
	10"	No bid	55.00/ft
	12"	No bid	65.00/ft
	14"	No bid	90.00/ft
	16"	No bid	125.00/ft
	18"	No bid	125.00/ft
	20"	No bid	175.00/ft
	24"	No bid	200.00/ft
For sewer lines on grade	6 "		60.00/ft
	8"		80.00/ft
	10" thru 16"		90.00/ft

	18" and greater		100.00/ft
14.0 Directional Boring, Insertion of flexible pipe or conduit and glue joint splicing – City provides flexible pipe or conduit, splicing supplies, access to boring sites, clearing, grubbing, permits & easements	Mobilization Charge		
	Pit Excavations per bore To include boring and receiving pits		
Conduit or Pipe O.D.	0 – 1.99"		
	Per glue joint splice		
	2.0" – 2.99"		
	Per glue joint splice		
	3.0" – 3.99"		
	Per glue joint splice		
	4.0" – 4.99"		
	Per glue joint splice		
	5.0" – 5.99"		
	Per glue joint splice		
	6.0" – 6.99"		

	Per glue joint splice		
--	--------------------------	--	--

PUBLIC WORKS: DRINKING WATER & WASTE WATER TREATMENT DIVISIONS

WATER TREATMENT CHEMICALS

Section 1.0	Allied Universal Corporation	Chlorination and Controls	Brenntag Mid-South Inc.	Wofford Water Service, Inc.	
Potassium Permanganate (50lb drum)	No bid	175.00	3.58lb/179.00	No bid	
Section 2.0					
Sodium Fluoride (50lb bag)	No bid	59.50	.73lb/36.50	No bid	
Section 3.0					
Soda Ash (50lb bag)	No bid	23.00	.29lb/14.50 -lite 100	No bid	
Section 4.0					
Chlorine Gas (150lb Cylinder)	54.00/150#	95.00	.39lb/58.50	No bid	
Section 5.0					
Chlorine gas (2000 ib Cylinder)	437.00/ton	550.00	.28lb/560.00	No bid	
Section 6.0					
Corrosion Inhibitor	No bid	No bid	No bid	No bid	
Approved Manufactures 1)Carus Chemical Company (Auqa mag)	No bid	No bid	No bid	Mersh Consulting (AquaGold) 13.45/gal	

B. Wastewater Chemical Specifications and Bids

Section 1.0	Allied Universal Corporation	Chlorination & Control	Brenntag Mid-South Inc.	
Chlorine Gas (2000 lb Cylinder)	437.00	550.00	.28lb/ 560.00	
Section 2.0				
Sulfur Dioxide (150lb Cylinder)	No bid	137.50	.75/112.50	

Sewer Maintenance and Rehabilitation Services

		Gulf Coast Underground, LLC	Suncoast Infrastructure, Inc	S
	License number:	14487		
	Performance Bond price per \$1000 of contract value	20.00		
Lining of Manholes	Inspection Mobilization	300.00		
	Manhole Inspection	100.00		
	Mobilization of Lining	2000.00		
Type Lining	CCi Spectrum SpectraShield-New Condition	14.50		
	CCi Spectrum SpectrShield-Condition A	15.50		
	CCi Spectrum SpectrShield-Condition B	18.00		
	CCi Spectrum SpectrShield-Condition C	21.00		

		Gulf Coast Underground, LLC	Suncoast Infrastructure, Inc	
Smoking Test	Per LF	.50	.55	
	Min Footage per work order	20,000	6,000.00	

Cipp Bid Section**Bid unit**

Mobilization (one per bid award) or minimum footage per bid award	Each	No bid	1800.00	
	ft	4000.00	3000.00	
Inspection (per section 7.4) 6"-12" pipe	Per LF	2.00	1.00	
15"-24" pipe	Per LF	3.00	2.00	
Cleaning (per section 7.2) 6"-12" Pipe				
Light Cleaning	Per LF	1.00	2.00	
Heavy cleaning	Per LF	2.00	2.50	
15" Pipe				
Light Cleaning	Per LF	1.50	3.00	
Heavy Cleaning	Per LF	2.50	4.00	
18" Pipe				
Light Cleaning	Per LF	1.75	4.00	
Heavy Cleaning	Per LF	2.75	6.00	
21" Pipe				
Light Cleaning	Per LF	2.00	5.00	
Heavy Cleaning	Per LF	3.00	8.00	
24" Pipe				
Light Cleaning	Per LF	2.25	7.00	
Heavy Cleaning	Per LF	3.25	10.00	
Mobilization (one per bid award)	Each	9000.00	3000.00	
Minimum footage per bid award	ft	No bid	2500.00	
Bypass Pumping (per section 7.3)				
3" Pump	Per hour	45.00	6.00	
4" Pump	Per hour	55.00	30.00	
6" Pump	Per hour	65.00	150.00	
8" Pump	Per hour	75.00	250.00	

Insertion of CIPP				
CIPP Size	Diameter			
6mm	8"	35.00	27.00	
6mm	10"	37.00	29.00	
6mm	12"	41.00	31.00	
6mm	15"	44.00	40.00	
7.5mm	12"	44.00	34.00	
7.5mm	15"	46.00	44.00	
7.5mm	18"	55.00	54.00	
9mm	15"	60.00	48.00	
9mm	18"	70.00	59.00	
9mm	21"	90.00	72.00	
10.5mm	18"	80.00	64.00	
10.5mm	21"	108.00	83.00	
10.5mm	24"	110.00	97.00	
12mm	21"	110.00	93.00	
12mm	24"	126.00	102.00	
13.5mm	24"	150.00	108.00	
Reinstatement of Branch Connections Each (per section 9)		175.00	95.00	
Mobilization for inspection (Void if Done during a CIPP cleaning & inspection mobilization):		300.00	750.00	
Minimum number of manholes per bid award			20	
Manhole inspection		100 per manhole	75 per manhole	
Mobilization for lining (void if done during a CIPP installation mobilization)		2000.00	1200.00	
Or				
Minimum number of manholes per bid award			10	
CCI Spectrum, SpectraShield				
New			15.00	
A			15.00	
B			15.00	

C			15.00	
CIPM/FIPM				
MultiPlexx Model PVC by Terre Hill Composites				
New			30.00	
A			35.00	
B			40.00	
C			45.00	
Peraform, by AP/M Permaform				
New				
A				
B				
C				
100% Solids Poly Monolithic				
Precast Manhole				
New 60(Min coating Thickness)			20.00	
Pre-cast Manhole w/force main New 80			23.00	
Pre-cast Manhole A 125			25.00	
Pre-cast manhole B 175			27.00	
Brick manhole B 200			35.00	
Brick or Pre-cast Manhole C 250			43.00	
Root Treatment in Sewers			No bid	
Minimum linear footage treated per service visit (LF)		1500	No Bid	2000
6"		3.00	No Bid	1.59
8"		3.00	No Bid	1.59
10"		3.20	No Bid	1.76
12"		3.25	No Bid	1.92
15"		3.30	No Bid	2.73
18"		3.35	No Bid	3.97
24"		3.50	No Bid	6.35

END OF DOCUMENT



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12-16-2014
PAGE: 1 of 1

SUBJECT:

1. Request approval and adoption of changes to the Fire Department promotional policy.
2. Request authorization for the Personnel Officer to proceed with advertising to fill the vacant Battalion Chief position and subsequent vacancies as a result of this promotion.
3. Request the current promotional list created in December of 2013 be frozen as of February 2014 and remain frozen until the new promotional guidelines and subsequent promotions are approved.

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Chief Mann

FOR MORE INFORMATION CONTACT: Chief Mann at 769-0961

PRIOR BOARD ACTION: On February 9, 2014 the Board of Alderman gave directions for me to study the current promotional process and return after September 2014 with a revised process.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION:

1. Move to adopt changes to the Fire Department promotional policy.
 2. Move to approve the request of authorization for the Personnel Officer to proceed to advertise and fill the vacant Battalion Chief position and subsequent vacancies as a result of this promotion.
 3. Move to approve freezing promotional list created in December of 2013 until the promotional guideline process is approved and promotions affected by the freezing are approved.
-

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
FIRE DEPARTMENT
503 EAST LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

Rodger Mann
Fire Chief

Phone: 662-323-1845
Fax 662-324-4026
Email:
rmann@cityofstarkville.org

December 16, 2014

Mayor and Board of Alderman,

The item on the agenda is addressing the open Battalion Chiefs position in the Fire Department. You will recall that on November 1, 2013 Battalion Chief Consella Hampton retired leaving his position vacant. In December of 2013 approval was given and the Fire Department tested for the position with no successful candidate. In January of 2014 we retested for this position with the end results being no successful candidate again. Immediately following the January testing a grievance was filed over the promotional results. The conclusion to the subsequent hearing was to allow time for the study of the current policy and recommendations for changes to the current process. These changes were to then be presented to the Board for approval in September of this year.

After this meeting I met with the department and explained the outcome, and at this time I issued a letter for those interested in serving on the review committee to submit so in writing. After 2 weeks of waiting it was clear only 5 members were willing to serve on the committee. These five members and myself made up the review committee.

After a tremendous amount of researching promotional methods and countless meeting the attached document is the end results. Each of you was given a copy of this document in October of this year for review. The following document is the results of the review committee's work and the proposed the promotional process.

The reason why alternative actions are listed on the agenda item is because our promotional process has been at a standstill since February of this year and will remain this way until this issue is cleared up. The proposed promotional document has been reviewed and cleared by Personnel Officer Randy Boyd and City Attorney Chris Latimer. It has been reviewed and discussed with department members. I am happy to report the overwhelming majority of this department is looking forward to employing it in this round of promotions. I respectfully request your approval of the proposed promotional Guidelines.



Comparison of current guidelines to proposed guidelines

Subject	Former Guidelines	Proposed Guidelines
Physical Fitness	-Qualifying step. -Must complete 1½ miles in under 14 minutes or the candidate is disqualified.	-Points assigned to time. -Times assigned to age groups. -Points applied toward overall score. -Must complete in 17:42 (min./sec.) or the candidate is disqualified.
Territory (Tested on 100 Streets)	-Qualifying step. -Must score 75 or higher or be eliminated.	-One point per street. -Points applied toward overall score. -No disqualification
Rank Applicable Test	-Qualifying step. -Third party test to assure fairness. -Must score 75 or higher or be eliminated.	-No minimum score. -Third party test to assure fairness. -Points applied toward overall score. -No disqualification
Interview	-Total points equated to 100 point grading scale.	-Total points equated to 100 point grading scale. -High and low score dropped to assure fairness.
Seniority plus .0068 per completed day.	-1 point per full year worked plus .0027 per completed day.	-2½ points per full year worked

5.400 Promotions within the Starkville Fire Department

When a position vacancy occurs within the fire department, the City will post a notice of the vacancy and accept applications for an established period of time.

1. A candidate for promotion must obtain an application from city hall, complete the application and return it to city hall.
2. The City's Personnel Director will review all applications to determine which applicants meet the advertised qualifications.

5.500 Qualification for Promotion

Certain qualifications must be met by an employee before he/she may be permitted to participate in the promotional process.

These qualifications include:

Evaluation: Evaluation of the firefighter is an important tool to determine if he/she is performing to the standards set forth by the City and fire department. A firefighter's/officer's performance is measured based on criteria set forth by the City and the fire department. A firefighter/officer must have received a satisfactory (or better) performance evaluation on the most recent employee performance evaluation to qualify for testing.

Education: The firefighter/officer must meet the minimum qualifications for his/her present rank and the rank to which promotion is sought. If an employee fails to meet these requirements, he/she will not be allowed to test for promotion or to be promoted.

Time: The firefighter/officer (applicant for promotion) must have served at least three (3) years in his/her present rank. If employment is terminated with the Starkville Fire Department, for any reason, all seniority and rank privileges are forfeited.

~~Testing: The firefighter must make a score of 75% on all in-house promotional tests given by the fire department.~~

~~Assessment Board: Personnel assessment is a systematic approach to evaluating applicants by their peers and trained individuals in the fire service. Outside and/or departmental members chosen by the Fire Chief will make up the panel to grade applicants. Preferably a Fire Chief, an Executive Officer, Training Officer, State Fire Academy Instructor, and three (3) Battalion Chiefs.~~

5.600 Test Scores

~~An annual test will be given in each rank (Sergeant, Lieutenant, Captain and Battalion Chief). This will set a promotion list that is valid for one year from the date of the test. Rank applicable knowledge such as firefighting, supervision, medical, special operations, and territory knowledge will be tested annually to acquire a score which will be used in the promotional process for each rank.~~

~~Academic scores will be achieved by the testing on firefighting, medical and special operations subject matter. A rank applicable test will be given by the Personnel Director for each rank.~~

~~Assessment is conducted for a specific purpose. Promotional tests are only a part of the picture about a person and can be used to gather accurate information about job relevant characteristics. On the other hand the personnel assessment process combines and evaluates all information gathered about a person to make career or employment related decisions. Personnel vary widely in their knowledge, skills, abilities, interest, work styles, and other characteristics. These differences systematically affect the way people perform or behave on the job.~~

~~Territory tests are part of the testing process to ensure that each firefighter has the knowledgeable of the streets, block numbers, and fire hydrants throughout the City. A territory test will be given by selecting test material from the city corporate limits and Mississippi State University.~~

~~"Seniority" points are given for longevity. An applicant for promotion is awarded one (1) point per year for each year he/she is employed within the Starkville Fire Department.~~

5.601 Test Score Eligibility

~~Promotional test scores remain valid for one year from the test date. At any time during the year, if a rank position becomes open then the Fire Chief will choose the personnel from the promotional list and recommend that person to the Mayor and Board for approval to fill the position.~~

5.700 5.600 Training

All personnel shall be afforded the opportunity to attend courses relevant to their desired career path.

To be employed in the Starkville Fire Department, an individual must have successfully completed the State of Mississippi-mandated standards for basic firefighters (set by the Mississippi Minimum Standards Certification Board) and the City of Starkville's

additional requirement of certification as an emergency medical technician (both national and state certification).

The Starkville Fire Department requires certain courses and training for promotional purposes. These are taken on a voluntary basis by the employee.

All employees will be given the opportunity to attend classes required for promotion on a time and class availability priority.

The employee will be required to sign a training refusal form if he/she refuses or turns down any class or training course offered by the department.

Requests for training can be made to the training division of the fire department and the Fire Chief throughout the year.

The City and the Fire Department will cover any **approved** expenses associated with any **approved** training.

If an employee fails a particular class or course, the employee will be responsible for any expenses incurred to re-take that course or class.

It is the responsibility of the employee to set his/her own career path and seek the appropriate courses required to achieve the minimum requirements for each rank established by the fire department and the City.

Each employee will be held accountable for meeting the minimum requirements for promotion.

~~The probationary firefighter who fails to pass minimum requirements will be dismissed from the fire department and from city employment.~~

5.700 Qualifications for Promotion

The Applicant must have at least three (3) years experience in his/her past and current position and meet all qualifications for his/her present rank before being allowed to participate in the promotional process.

If employment is terminated with the Starkville Fire Department for any reason all seniority and rank privileges are forfeited.

The employee must meet all qualifications for the rank sought before being allowed to participate in a promotional process.

An applicant for promotion cannot be on probation for any reason.

~~An applicant for promotion must pass a physical fitness exam established by the fire department and the City of Starkville.~~

~~An applicant for promotion must have an average of 75% on all in house promotional testing.~~

An applicant for promotion must have achieved a satisfactory (or better) rating on the most recent employee performance evaluation.

5.800 Testing Procedures for Promotion

Physical Fitness Assessment

Good physical fitness is essential in the firefighting profession. Firefighters must be in good physical condition in order to perform at the high **levels** emergencies may demand. To place emphasis on the importance of members maintaining a good level of physical fitness each member will be tested and assigned points per his/her age group. The candidate's time is correlated to the score he/she receives on the chart below. The one and one half (1½) mile conditioning assessment is used to assess aerobic fitness and leg muscle endurance of the candidate. While it is permitted to help pace a candidate during the one and one half (1½) mile assessment, physical contact (pushing or pulling) is not allowed. The longer it takes a candidate to complete the one and one half (1½) mile course the lower score he/she will receive.

Candidates must complete the course in a time of seventeen minutes and forty two seconds (17:42) or less to remain in the promotional process.

The promotional candidate has seventeen minutes and forty two seconds (17:42) to complete the one and one half (1½) mile course. The candidate will receive points based on the chart below. The final score the candidate receives for physical fitness will equal one half (1/2) the points listed on the chart below. These points are counted toward the candidates overall promotional score for physical fitness score.

If a candidate fails to complete the course in seventeen minutes and forty two seconds or less he/she has failed to meet the minimum time and has eliminated themselves from the promotional process.

Points for 1½ mile condition assessment

Note, points awarded are one half the value shown on the chart below.

Male

Run Time	POINTS							
	17 - 21	22 - 26	27 - 31	32 - 36	37 - 41	42-46	47-51	52 & over
	Male	Male	Male	Male	Male	Male	Male	Male
0:06								
9:54								
10:00	100	100						
10:06	99	99						
10:12	97	98						
10:18	96	97	100	100				
10:24	94	96	99	99				
10:30	93	94	98	98				
10:36	92	93	97	97	100			
10:42	90	92	96	96	99			
10:48	89	91	95	95	98			
10:54	88	90	94	95	97			
11:00	86	89	92	94	97			
11:06	85	88	91	93	96	100		
11:12	83	87	90	92	95	99		
11:18	82	86	89	91	94	98		
11:24	81	84	88	90	93	97	100	
11:30	79	83	87	89	92	97	99	
11:36	78	82	86	88	91	96	98	
11:42	77	81	85	87	91	95	98	100
11:48	75	80	84	86	90	94	97	99
11:54	74	79	83	85	89	93	96	98
12:00	72	78	82	85	88	92	95	98
12:06	71	77	81	84	87	91	95	97
12:12	70	76	79	83	86	90	94	96
12:18	68	74	78	82	86	89	93	95
12:24	67	73	77	81	85	89	92	95
12:30	66	72	76	80	84	88	91	94
12:36	64	71	75	79	83	87	91	93
12:42	63	70	74	78	82	86	90	92

12:48	61	69	73	77	81	85	89	91
12:54	60	68	72	76	80	84	88	91
13:00	59	67	71	75	80	83	87	90
13:06	57	66	70	75	79	83	87	89
13:12	56	64	69	74	78	82	86	88
13:18	54	63	68	73	77	81	85	87
13:24	53	62	66	72	76	80	84	87
13:30	52	61	65	71	75	79	84	86
13:36	50	60	64	70	74	78	83	85
13:42	49	59	63	69	74	77	82	84
13:48	48	58	62	68	73	77	81	84
13:54	46	57	61	67	72	76	80	83
14:00	45	56	60	66	71	75	80	82
14:06	43	54	59	65	70	74	79	81
14:12	42	53	58	65	69	73	78	80
14:18	41	52	57	64	69	72	77	80
14:24	39	51	56	63	68	71	76	79
14:30	38	50	55	62	67	70	76	78
14:36	37	49	54	61	66	70	75	77
14:42	35	48	52	60	65	69	74	76
14:48	34	47	51	59	64	68	73	76
14:54	32	46	50	58	63	67	73	75
15:00	31	44	49	57	63	66	72	74
15:06	30	43	48	56	62	65	71	73
15:12	28	42	47	55	61	64	70	73
15:18	27	41	46	55	60	63	69	72
15:24	26	40	45	54	59	63	69	71
15:30	24	39	44	53	58	62	68	70
15:36	23	38	43	52	57	61	67	69
15:42	21	37	42	51	57	60	66	69
15:48	20	36	41	50	56	59	65	68
15:54	19	34	39	49	55	58	65	67
16:00	18	33	38	48	54	57	64	66
16:06	17	32	37	47	53	57	63	65
16:12	14	31	36	46	52	56	62	65
16:18	13	30	35	45	51	55	62	64
16:24	12	29	34	45	51	54	61	63
16:30	10	28	33	44	50	53	60	62

16:36	9	27	32	43	49	52	59	62
16:42	8	26	31	42	48	51	58	61
16:48	6	24	30	41	47	50	58	60
16:54	5	23	29	40	46	50	57	59
17:00	3	22	28	39	46	49	56	58
17:06	2	21	25	38	45	48	55	58
17:12	1	20	24	37	44	47	55	57
17:18	0	19	23	36	43	46	54	56
17:24	0	18	22	35	42	45	53	55
17:30	0	17	21	35	41	44	52	55
17:36	0	16	20	34	40	43	51	54
17:42	0	14	19	33	40	43	51	53

Points for 1½ mile condition assessment

Note, points awarded are one half the value shown on the chart below.

Female

Run Time	POINTS							
	17-21	22-26	27-31	32-36	37-41	42-46	47-51	52 & over
0:06								
12:30								
12:36	100	100						
12:42	99	99						
12:48	98	98	100					
12:54	96	97	99	100				
13:00	95	96	98	99				
13:06	94	95	97	99				
13:12	93	94	97	98				
13:18	92	93	96	97				
13:24	90	92	95	97				
13:30	89	91	94	96				
13:36	88	90	93	95				
13:42	87	89	92	94				
13:48	85	88	91	94				
13:54	84	87	91	93				

14:00	83	86	90	92	100			
14:06	82	85	89	92	99			
14:12	81	84	88	91	99			
14:18	79	83	87	90	98			
14:24	78	82	86	90	97	100		
14:30	77	81	86	89	96	99		
14:36	76	80	85	88	96	99	100	
14:42	75	79	84	88	95	98	99	
14:48	73	78	83	87	94	97	99	
14:54	72	77	82	86	94	97	98	
15:00	71	76	81	86	93	96	97	
15:06	70	75	80	85	92	96	97	
15:12	68	74	80	84	92	95	96	
15:18	67	73	79	83	91	94	96	
15:24	66	72	78	83	90	94	95	
15:30	65	71	77	82	89	93	94	
15:36	64	70	76	81	89	92	94	
15:42	62	69	75	81	88	92	93	
15:48	61	68	74	80	87	91	92	
15:54	60	67	74	79	87	90	92	
16:00	59	66	73	79	86	90	91	100
16:06	58	65	72	78	85	89	91	99
16:12	56	64	71	77	85	89	90	99
16:18	55	63	70	77	84	88	89	98
16:24	54	62	69	76	83	87	89	97
16:30	53	61	69	75	82	87	88	96
16:36	52	60	68	74	82	86	87	96
16:42	50	59	67	74	81	85	87	95
16:48	49	58	66	73	80	85	86	94
16:54	48	57	65	72	80	84	86	93
17:00	47	56	64	72	79	83	85	93
17:06	45	55	63	71	78	83	84	92
17:12	44	54	63	70	78	82	84	91
17:18	43	53	62	70	77	82	83	90
17:24	42	52	61	69	76	81	82	90
17:30	41	51	60	68	75	80	82	89
17:36	39	50	59	68	75	80	81	88
17:42	38	49	58	67	74	79	81	87

Territory Test

The candidate will be given a map of 100 streets from the City and/or MSU and is awarded a grade based on the number of correct streets. Each correct street name is worth one point. The territory test will be compiled from streets from the map issued as the street test map. When a street name is changed the (correct name) most recently adopted street name will be the correct street name. These points are counted toward the candidates overall promotional score for territory test score.

Rank Applicable Test (RAT)

The candidate will be tested on the following courses as related to the listed ranks. The candidates test score in this category is applied toward the overall score. For simplicity the applicable material is referenced as course and/or National Fire Protection Association (NFPA) standard number as the requirements for each rank are different.

For the rank of Battalion Chief:

Emergency Medical Technician
NFPA 1021 (the course known as Fire Officer)
NFPA 472 (the course known as Hazardous Materials Technician)

For the rank of Captain:

Emergency Medical Technician
NFPA 1041 (the course known as Fire Instructor)
NFPA 1021 (the course known as Fire Officer)

For the rank of Lieutenant:

Emergency Medical Technician
NFPA 1003 (the course known as Airport Firefighter)
NFPA 1041 (the course known as Fire Instructor)

For the rank of Sergeant:

Emergency Medical Technician
NFPA 1002 (the course known as Driver Operator)
NFPA 1003 (the course known as Airport Firefighter)

This listing is for the purpose of promotional testing (only) and should not be confused with the minimum qualifications for a respective position.

The RAT questions will be compiled in percentages of 34% from the applicable Emergency Medical Technicians book, 33% from book one and 33% from book two.

Interview

The interview board will review applicant's history prior to interviewing the candidate. The candidate will be asked scenario based questions related to the position sought.

The interview board will be made up from the City's Personnel Department, Fire Chief and ranks higher than or equal to the open position for which promotions are being conducted.

The high and low score will be dropped and the remaining scores totaled and divided by the remaining number to equate a 100 point grade.

Seniority

Points for seniority will be awarded by multiplying the candidates most recent and unbroken years of service by two and one half (2&1/2) per full year and each day under one full year is totaled at .0068. This number is used as the seniority score.

Final Score

The final score is achieved by adding the scores of each category together.

Example	Physical Fitness Score -----50
	Territory Test -----100
	Rank Applicable Test-----85
	Interview Score-----85
	Seniority-----15
	FINAL SCORE-----335

Test Scores will remain valid for up to one (1) year from the date of approval (to accept promotional results) by the Board of Alderman.

The above process will be used as a guideline to assist in evaluating candidates for promotion, however the final determination of recommendations for promotions will be made by the Fire Chief, in conjunction with the City's Personnel Officer. Recommendations will be made to the Mayor and Board of Alderman and the final decision as to promotional candidates will be made by the Mayor and Board of Alderman.

5.801

5.802 Scoring Procedures for Promotional Eligibility

1. ~~The longevity (seniority) score is calculated by assigning one (1) point per year for each consecutive year from the latest date of hire the individual is employed with the fire department. The formula used to calculate a score for a partial year is: 1 point divided by 365 = .0027 per day of employment.~~
2. ~~The Assessment Board score.~~
3. ~~The score of 75% or higher on the rank applicable test.~~
4. ~~The score of 75% or higher on the territory test.~~

~~The final promotional test score will be the accumulated total of points scored in categories 1—4.~~



AGENDA ITEM NO: Department Business—Personnel—XI. I. 1.

CITY OF STARKVILLE

AGENDA DATE: December 16, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire Nathan D. Knepp and Patrick S. Warner to fill vacant positions for Firefighter in the Fire Department.

AMOUNT & SOURCE OF FUNDING

Budgeted positions

REQUESTING DIRECTOR'S DEPARTMENT:

Chief Rodger Mann, Fire Chief

FOR MORE INFORMATION CONTACT:

Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: We currently have two (2) positions to be filled due to resignations of Nathan Maxwell and Wade Jones. The Board approved advertising for these positions on 11/4/14. Nathan Knepp is originally from Macon, MS. He completed his GED at EMCC and has completed Fire Academy certification and EMT certification. He has worked for the Columbus Fire Department for 1½ years. Patrick Warner is from Louisville. He graduated from Winston Academy and completed his Bachelor's Degree from MS State and is currently completing a Master's Degree in Occupational Safety and Health from Columbia Southern University. He has completed Fire Academy certification and EMT certification. He worked for the Philadelphia MS Fire Department for 8 years and is currently a Firefighter with the MS Military Department of Air National Guard in Meridian

AMOUNT Grade 5, (2990 hours), annual salary of \$28,405.88 (\$9.50 per hour) Certified Firefighter.

STAFF RECOMMENDATION: (Suggested Motion) Move approval to advertise to hire Nathan D. Knepp and Patrick S. Warner to fill vacant positions for Firefighter in the Fire Department at Grade 5, (2990 hours), annual salary of \$28,405.88 (\$9.50 per hour) as they are Certified Firefighters. Subject to one year probationary period.

DATE SUBMITTED: December 11, 2014



AGENDA ITEM NO: Department Business—Personnel—XI.I.3

CITY OF STARKVILLE

AGENDA DATE: December 16, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request approval of the advancement of Apprentice Linemen Robby Gilliland and Joel Murphy from Apprentice Lineman Level 1 to Apprentice Lineman Level 2 in the Electric Department with annual salary of \$38,000 (\$18.27 hour).

AMOUNT & SOURCE OF FUNDING Regular budget.

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager, Electric Department

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: Please see the attached recommendation from Terry Kemp concerning this advancement and the accompanying certification of completion of requirements. This is consistent with the Starkville Electric Department Apprentice Lineman Training Program as presented to the Board and approved on 9/16/2014 (attached).

AMOUNT Annual salary of \$38,000 (\$18.27 hour).

STAFF RECOMMENDATION: (Suggested Motion) Move approval of the advancement of Apprentice Linemen Robby Gilliland and Joel Murphy from Apprentice Lineman Level 1 to Apprentice Lineman Level 2 in the Electric Department with annual salary of \$38,000 (\$18.27 hour). Subject to six month probationary period.

DATE SUBMITTED: December 11, 2014



Starkville Electric Department, P. O. Box 927, Starkville, Mississippi 39760

December 11, 2014

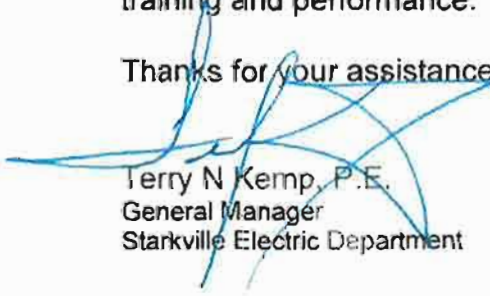
Randy Boyd
Personnel Officer
City of Starkville, MS

Robby Gilliland and Joel Murphy have satisfactorily completed all requirements for SED Apprentice Lineman Step One and are positioned to move into Step 2 of the prescribed training program. Copies of the Lineman Review Board evaluations are attached for support information which is a part of our existing apprentice lineman program.

As you are aware, our intent when the Board approved the apprentice lineman program was to identify and train quality individuals that will be the framework of our future operations work force. Robbie joined SED in 2008 and was on track to complete his step one until an accident delayed his training. Since returning in July of this year, he has worked very hard to demonstrate both his technical and physical ability to continue. Joel came to SED in 2012 with construction experience and high recommendations from those he had worked with. We continue to operate with limited staff which places increased expectations for current staff. Both of these individuals have stepped up and are performing at a high level in both skill level and productivity. They demonstrate teamwork and dependability in their daily work and are valuable members of the team. We will continue to have high expectation for Robbie and Joel, as we do for all department employees, and are confident they have the ability to continue the development to a lineman..

For these reasons, I request they be moved to \$38,000 (\$18.27/hour). This is consistent with pay for this position/skill level and is in line with our forward looking plan based on training and performance.

Thanks for your assistance.



Terry N Kemp, P.E.
General Manager
Starkville Electric Department

City of Starkville Electric Department (SED)

SED Lineman Certification Board

Robby Gilliland Apprentice Lineman Step One Certification

The SED Lineman Certification Board met on December 2, 2014 and evaluated Robby Gilliland against the SED Apprentice Lineman Step One Qualifications, which are attached and made a permanent part of this document.

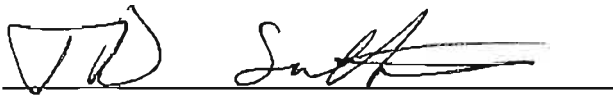
Robby has successfully completed TVPPA labs and correspondence courses as required.

Robby has worked on the SED line crews for over 4000 hours and has demonstrated progressive skills development during this time. Robby has demonstrated satisfactory skill in aspects of construction and maintenance of SED electric distribution facilities as prescribed by the requirements of the Apprentice Step One position.

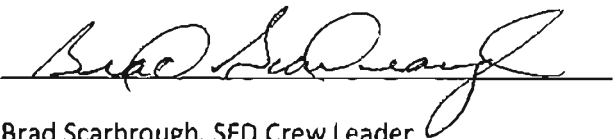
The SED Lineman Certification Board certifies that Robby Gilliland has proven his proficiency in the competencies listed on the attached Qualifications document.

The SED Lineman Certification Board hereby certifies Robby Gilliland has met all requirements of the Apprentice Lineman Step One position and recommends he be promoted to the Apprentice Lineman Step 2 position by virtue of having demonstrated, through training and work performance, the required level of knowledge and skill.

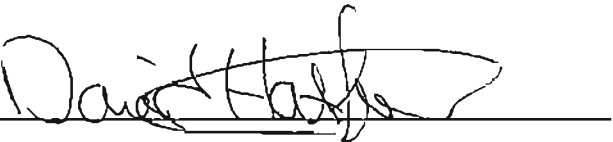
By the SED Lineman Certification Board, December 2, 2014

A handwritten signature in black ink, appearing to read "T.D. Sullivan", written over a horizontal line.

Thomas D. Sullivan, P.E., SED Manager of Engineering and Operations

A handwritten signature in black ink, appearing to read "Brad Scarbrough", written over a horizontal line.

Brad Scarbrough, SED Crew Leader

A handwritten signature in black ink, appearing to read "David Hatfield", written over a horizontal line.

David Hatfield, SED Crew Leader

City of Starkville Electric Department (SED)

SED Lineman Certification Board

Joel Murphy Apprentice Lineman Step One Certification

The SED Lineman Certification Board met on December 2, 2014 and evaluated Joel Murphy against the SED Apprentice Lineman Step One Qualifications, which are attached and made a permanent part of this document.

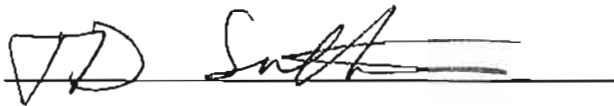
Joel has successfully completed TVPPA labs and correspondence courses as required.

Joel has worked on the SED line crews for 4000 hours and has demonstrated progressive skills development during this time. Joel has demonstrated satisfactory skill in aspects of construction and maintenance of SED electric distribution facilities as prescribed by the requirements of the Apprentice Step One position.

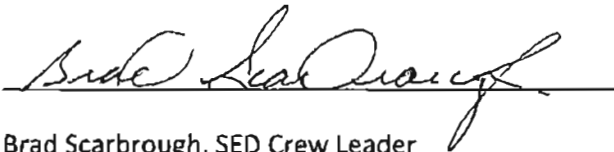
The SED Lineman Certification Board certifies that Joel Murphy has proven his proficiency in the competencies listed on the attached Qualifications document.

The SED Lineman Certification Board hereby certifies Joel Murphy has met all requirements of the Apprentice Lineman Step One position and recommends he be promoted to the Apprentice Lineman Step 2 position by virtue of having demonstrated, through training and work performance, the required level of knowledge and skill.

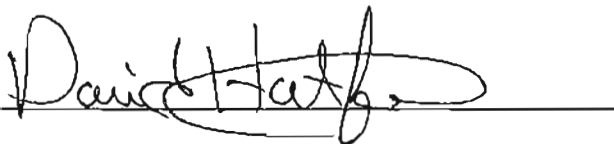
By the SED Lineman Certification Board, December 2, 2014

A handwritten signature in black ink, appearing to read "T.D. Sullivan", written over a horizontal line.

Thomas D. Sullivan, P.E., SED Manager of Engineering and Operations

A handwritten signature in black ink, appearing to read "Brad Scarbrough", written over a horizontal line.

Brad Scarbrough, SED Crew Leader

A handwritten signature in black ink, appearing to read "David Hatfield", written over a horizontal line.

David Hatfield, SED Crew Leader

City of Starkville Electric Department (SED)

Apprentice Lineman Step One

These are the requirements of an Apprentice Lineman Step One

- This is the entry position into SED line crew work force. Apprentice Linemen Step One personnel are required to gain proficiency in the tasks listed herein before advancing to Step Two in the Apprentice Lineman program.
- Obtain Commercial Driver's License during the first three months of employment.
- Completely read the APPA Safety Manual. Through work habits, demonstrate understanding and application of the APPA Safety Manual.
- Successfully complete the TVPPA Pre-Apprentice Assessment Lab.
- Successfully complete the TVPPA Fundamentals Lab 1.
- Successfully complete the TVPPA Unit 1 – Basic Lineman Skills – correspondence course.
- Successfully complete the TVPPA Unit 2 – Mathematics and AC Review – correspondence course.
- Certified in CPR and First Aid
- Work a minimum of 4000 hours as an Apprentice Lineman One.
- Confirmation of proven ability to perform the Apprentice Lineman Step One job position by the SED Lineman Certification Board.

The SED Lineman Certification Board must certify that the Apprentice Lineman Two Candidate is proficient in the listing below as a minimum. Any other deficiencies, agreed by a majority of the SED Lineman Certification Board, in areas considered essential by the SED Lineman Certification Board and not listed herein may be considered in the SED Lineman Certification Board's decision. Deficiencies will be discussed and documented with the Apprentice Lineman Two candidate by the Certification Board. A development plan to address deficiencies will be drafted. Apprentice Lineman Two Candidate(s) failing confirmation by the SED Lineman Certification Board may be reconsidered for certification after six (6) months to correct any deficiency.

- Proven working knowledge of use of personal protective equipment. Displays knowledge of safe work practices through daily work habits.
- Demonstrated pole top rescue. Certified in CPR and First Aid.
- Proven ability to operate emergency lower controls of aerial lifts owned by SED.
- Working knowledge of power system and truck grounding. Clearly understands the application of proper grounds before working on previously energized circuits.
- Working knowledge of minimum approach distances. It is necessary that all line crew personnel observe linemen engaged in energized work to insure safe work practices when in the minimum approach distance.
- Performs de-energized work on both primary and secondary circuits via pole climbing and from insulated aerial platform (bucket truck) under supervision.
- Proficient in basic knot tying and rigging. Shall demonstrate as a minimum the ability to tie the following knots: square, half hitch, clove hitch, bowline, single intermediate bowline, running bowline, timber hitch and rolling bend (grip knot). Shall demonstrate the ability to splice an eye in a three strand rope. Shall demonstrate proficient use of hand lines. Shall understand the load rating of rigging.
- Proficient with ground work of pole setting. Knows the proper setting depth of poles. Plumbs, cants and tamps poles. Proficiently installs ground rods, anchor rods and tensions guys.
- Proven working knowledge of common job related materials. Assists in loading material for jobs and handling of used materials.
- Proven ability to assemble common job related materials. Assists with framing poles in accordance with SED specifications.
- Proven ability to operate chain saw. Trims trees and right-of-ways as necessary.
- Proven ability to operate telescopic hot stick.
- Drives and maintains equipment as assigned. Operates equipment under supervision. This is the task of learning to operate line construction equipment under supervision. This position will be assigned the tasks of performing daily maintenance on equipment as prescribed by the manufacturer.

- Assists with installation of URD conduits, cables and equipment under supervision.
- Set and remove socket type single phase meters.
- Operates URD locating equipment under supervision.
- Performs housekeeping duties on jobsite, vehicles, warehouse and other areas as assigned.
- Displays a positive attitude in an effort to develop and maintain a high level of morale among employees of the City of Starkville.
- Displays effective interpersonal skills; promotes teamwork.
- Work a minimum of 4000 hours as an Apprentice Lineman Two.

City of Starkville Electric Department (SED)

Apprentice Lineman Step Three

These are the requirements of an Apprentice Lineman Step Three

- This is the third step in the Apprentice Lineman process. Apprentice Linemen Step Three personnel are required to gain proficiency in the tasks listed herein before advancing to Lineman in the Apprentice Lineman program.
- Successfully complete the TVPPA Underground Lab 4.
- Successfully complete the TVPPA Troubleshooting Lab 5.
- Successfully complete the TVPPA Unit 4 – Advanced Lineman Skills – correspondence course.
- Successfully complete the TVPPA Lineman Apprentice Final Exam.
- Work a minimum of 4000 hours as an Apprentice Lineman Three.
- Certified in CPR and First Aid
- Confirmation of proven ability to perform the Apprentice Lineman Step Three job position by the SED Lineman Certification Board.

The SED Lineman Certification Board must certify that the Lineman Candidate is proficient in the listing below as a minimum. Any other deficiencies, agreed by a majority of the SED Lineman Certification Board, in areas considered essential by the SED Lineman Certification Board and not listed herein may be considered in the SED Lineman Certification Board's decision. Deficiencies will be discussed and documented with the Lineman candidate by the Certification Board. A development plan to address deficiencies will be drafted. Lineman Candidate(s) failing confirmation by the SED Lineman Certification Board may be reconsidered for certification after six (6) months to correct any deficiency.

- Thorough knowledge of APPA Safety Manual through daily work practices.
- Thorough working knowledge of SED's power system before advancing to the Lineman position.
- Thorough knowledge of system maps and underground marking schemes.

- A working knowledge of electrical theory as taught in the TVPPA correspondence courses.
- Performs energized work on both primary and secondary circuits without supervision before advancing to Lineman. Performs work on both primary and secondary circuits with minimal supervision during developmental stage of Apprentice Lineman Three Position. The ability to do any required energized work proficiently and productively is required before advancing to the Lineman position.
- Demonstrated ability to proficiently troubleshoot transmission and distribution system during Apprentice Lineman Three Position.
- Connect single phase transformers into three-phase transformer banks for service with minimal supervision during developmental stage of Apprentice Lineman Three Position. Install and effectively troubleshoot all SED transformers and transformer banks without supervision before advancing to Lineman position. Demonstrate the ability to interpret transformer nameplates. Demonstrate the ability to determine the connection and voltage of SED overhead transformer banks by visual inspection. The connections include grounded-wye, floating-wye, open-wye and delta.
- Proficiently and productively construct and repair metering installations, capacitor installations, recloser installations, regulator installations, traffic light installations and any other equipment installations owned/operated by SED under minimal supervision.
- A thorough working knowledge of SED construction standards and NESC clearance requirements. Frames poles without supervision.
- Demonstrated ability to install underground conduit, conductor, equipment pads, equipment, elbows, terminators, equipment labels and URD marking system without supervision.
- Proficiently utilize SED connector and tooling systems without supervision.
- Select and install proper current limiting fuses, partial range current limiting fuses, capacitor fuses, URD transformer fuses, secondary circuit fuses on street lighting systems, tap fuses and overhead tap fuses.
- Proficiently and productively operate digger truck, bucket truck, backhoe, mini-excavator, trencher, wire pulling equipment and other equipment as assigned without supervision. Perform daily equipment maintenance as required.
- Proficiently operates and common line crew tools.

- Proficiently operate test equipment assigned to crews. This includes but is not limited to, multi-meters, voltage detection meters, phasing meters, high voltage amp-meters, secondary phantom load device and Hastings or other similar transformer and capacitor testers.
- Effectively operates URD locating equipment with minimal supervision during developmental stage of Apprentice Lineman Three Position. Effectively operates URD locating equipment without supervision before advancing to the Lineman position.
- Demonstrated ability to proficiently operate substations, transmission lines and distribution lines, both overhead and underground, under remote engineering direction. Demonstrate an understanding of the switching limitations of load and non-load break switches and equipment.
- Successful completion of TVA switching training.
- Operate electronic controls of distribution and substation equipment with minimal supervision during developmental stage of Apprentice Lineman Three Position. Operate electronic controls of distribution and substation equipment without supervision before advancing to Lineman position.
- Develops familiarity with staking sheets, material forms, apparatus reports, outage reports and other paperwork as required during development phase of this position. Requires the ability to complete all required forms and analyze work orders, prints and materials before advancing to Lineman position.
- Ability to assume the responsibilities of Crew Leader on a temporary basis.
- Demonstrated training and development of crew members. This is a critical function of the Lineman position and must be displayed through daily work before advancement to Lineman position.
- Performs housekeeping duties on jobsite, vehicles, warehouse and other areas as assigned.
- Displays professionalism in customer relations.
- Displays a positive attitude in an effort to develop and maintain a high level of morale among employees of the City of Starkville.
- Displays effective interpersonal skills; promotes teamwork.

City of Starkville Electric Department (SED)

Journeyman Lineman Qualifications

These are the minimum qualifications required to be classified as Journeyman Lineman.

- Completion of TVPPA Lineman Apprenticeship Program. Apprentices are required to pass all proctored examinations administered by TVPPA.
- Minimum working experience as Apprentice Lineman of four (4) years. This work experience must consist of progressive development and demonstrated skill in all aspects of construction and maintenance of electric distribution and transmission lines and associated equipment.
- Confirmation of proven ability to perform the Journey Lineman job position by the SED Lineman Certification Board.

The SED Lineman Certification Board must certify that the Journeyman Lineman Candidate is proficient in the listing below as a minimum. Any other deficiencies, agreed by a majority of the SED Lineman Certification Board, in areas considered essential by the SED Lineman Certification Board and not listed herein may be considered in the SED Lineman Certification Board's decision. Deficiencies will be discussed and documented with the Journeyman Lineman candidate by the Certification Board. A development plan to address deficiencies will be drafted. Journeyman Lineman Candidate(s) failing confirmation by the SED Lineman Certification Board may be reconsidered for certification after one (1) year to correct any deficiency.

- Proven working knowledge of SED safety practices and procedures.
- Certified in rescue procedures, CPR and First Aid.
- Proven working knowledge of SED's power system.
- Proficient in reading system maps and understand underground marking schemes.
- A working knowledge of electrical theory.
- Proven ability to proficiently and productively construct and maintain distribution, both overhead and underground, and transmission lines without supervision.
- Proven proficiency and productivity in performing energized work from aerial platforms.

- Proficient in pole climbing.
- Proficient in troubleshooting problems on SED's power system.
- Working knowledge of SED construction specifications.
- Ability to construct and troubleshoot transformers and transformer banks. Displays proficiency in interpreting transformer nameplates. Must be able to recognize connection type and voltage of overhead transformer banks from visual inspection
- Operates and maintains all non-specialized equipment, e.g., digger truck, bucket truck, trencher, stringing equipment.
- Proficient in operating test equipment assigned to line crews. This includes, but is not limited to, multimeters, meggers, amp-meters, transformer testers and underground testing and locating equipment.
- With engineering and /or dispatch support, ability to operate SED substations and perform switching on SED's power system. Completion of TVA switching training.
- With engineering support, the ability to construct and repair metering installations, capacitor bank installations, recloser installations, regulator installations, traffic light installations and any other equipment installations owned/operated by SED.
- Familiarity with and timely completion of material forms, apparatus reports, outage reports and other paperwork as required by SED.
- Analyzes work orders, prints and materials and makes necessary adjustments after consultation with Crew Leader or Engineering.
- Ability to assume the responsibilities of Crew Leader or Foreman on a temporary basis.
- Displays professionalism in customer interactions.
- Contributes to the training and development of crew members.
- Displays a positive attitude in an effort to develop and maintain a high level of morale among employees of the City of Starkville.
- Displays effective interpersonal skills; promotes teamwork.

Current

		Salary			Current Actual	
		Minimum	Maximum	Spread	Minimum	Maximum
Apprentice Lineman	Grade 10	\$ 30,451	\$ 40,527	33%	\$ 31,938	\$ 34,775
	Grade 11	\$ 33,497	\$ 44,580	33%		
	Grade 12	\$ 36,847	\$ 49,038	33%		
	Grade 13	\$ 40,531	\$ 53,942	33%		
Lineman	Grade 14	\$ 44,584	\$ 59,336	33%	\$ 48,719	\$ 55,217
	Grade 15	\$ 49,043	\$ 65,270	33%		
Crew Chief	Grade 16	\$ 53,947	\$ 71,797	33%	\$ 57,233	\$ 58,950

Suggested

Apprentice--Level 1	\$ 31,500	\$ 38,000	21%	When move from one level to next, minimum of 10% increase or to midpoint of range, whichever is less
Apprentice--Level 2	\$ 36,000	\$ 42,500	18%	
Apprentice--Level 3	\$ 40,500	\$ 50,000	23%	
Lineman	\$ 48,000	\$ 58,000	21%	
Journeyman Lineman	\$ 55,000	\$ 62,000	13%	
Crew Chief	\$ 57,000	\$ 72,000	26%	



AGENDA ITEM NO: Department Business—Personnel—XI. I.2

CITY OF STARKVILLE

AGENDA DATE: December 16, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire an Intern to work with the Electric Department during Spring Semester working no more than twenty (20) hours per week.

AMOUNT & SOURCE OF FUNDING: Budgeted funding

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: This position will be a temporary position working through the Spring semester no more than twenty (20) hours per week. This intern position would be filled from a prospective student attending Mississippi State University or East Mississippi Community College in Business Administration, Marketing, Communications, Public Policy or a related field with a working knowledge of various technology tools is needed.

Mr. Kemp would like to request an intern to assist in the development of information material/processes to ensure customers are better informed of ongoing SED activities and services. This work will be part of the framework to be used in communication with customers as the new AMI system is deployed. He anticipates the need for new and expanded communication material and delivery changes to ensure a smooth implementation. Work will involve setting up key account material and tracking and would also be involved with the formation of improved record keeping systems.

AMOUNT: Not to exceed \$10.00 per hour. Pay only for hours worked. Not eligible for benefits.

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire an Intern to work with the Electric Department during Spring Semester working no more than twenty (20) hours per week.

DATE SUBMITTED: December 11, 2014



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of 1

SUBJECT: NEW CHIEF TRAINING

AMOUNT & SOURCE OF FUNDING: \$407.00

LINE ITEM 001-230-690-552

FISCAL NOTE:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

R. FRANK NICHOLS
CHIEF

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: Request authorization to allow Chief Frank Nichols to attend the New Chief Training in Ridgeland, MS on January 19-22, 2015.

STAFF RECOMMENDATION: "MOVE APPROVAL OF ALLOWING Chief Frank Nichols to attend the New Chief Training in Ridgeland, MS, on January 19-22, 2015., WITH ADVANCE TRAVEL AUTHORIZED."

Cabot Lodge Jackson North

Guest Confirmation

www.cabotlodgejacksonnorth.com

120 Dyess Road

Ridgeland, MS 39157

Phone: (601)957-0757 Fax: (601)326-0753

For additional information contact us at jancl.reservations@mmihg.com

Confirmation ID 185474

Dec 08 2014 at 1:56 PM

Guest Name frank nichols

Arrival 1/18/2015

Address

Departure 1/22/2015

Adults / Children O/U 1 /0 /0

City/State/Postal Starkville, MS 39759

Phone (662)769-4401

Fax

Room Type KINS

Late Arrival Gtd By VS 3639

Room Rate \$83.00

Deposit Amount \$0.00

Due Date

Group Name MS Association Of Police Chiefs

Services

Information \$83 rate, Ind to arrive, ind to call

Member #

Member Type

Company Information

Company Oktibbeha County

Address

City/State/Postal ,

Phone

Fax

Travel Agent Information

Agency Name

Address

City/State/Postal ,

Phone

Fax



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, K, 1
AGENDA DATE: 12/16/14
PAGE: 1 of 17**

SUBJECT: REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH STEWART STAFFORD FOR PRIMARY APPRAISAL SERVICES FOR THE SOUTHWEST STARKVILLE CDBG SEWER PROJECT.

FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131

There are seven (7) utility easements that were granted to the City for this project where the grantors requested to receive just compensation in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970. A condition of acceptance of CDBG funding is that the City retain the services of both a qualified primary appraiser and a review appraiser for determining the amount of just compensation.

After reviewing proposals, the selection committee scored Stewart Stafford of Columbus, MS and the most qualified appraiser. He was offered the choice of acting as the primary or review appraiser and chose to be the primary appraiser and quoted a charge of \$550.00 per report.

Approval is requested for the Mayor to execute the attached contract on behalf of the City.

CONTRACT

WHEREAS, **Stewart Stafford (Lic. #GA-604)** hereinafter referred to as the Appraiser, and the **City of Starkville, Mississippi**, hereinafter referred to as the City, do hereby enter into this contract of employment of said Appraiser on this the 16th day of December, 2014.

WITNESSETH:

That the Appraiser is seeking employment by the City of certain appraisal services to be performed for said City for acquisition of property under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

That the City does seek representation of a capable appraiser and seeks to employ the Appraiser mentioned herein.

Therefore, the Mayor and Board of Alderman of the City of Starkville, Mississippi does hereby employ **Stewart Stafford**, as its Appraiser to perform appraisal services for acquisition of property needed to construct a new sewer system under a grant from the Mississippi Development Authority's Community Development Block Grant (CDBG) program.

That the rate charged by said Appraiser shall not exceed \$3,850.00 for the entire project which consists of seven (7) easements. Two (2) copies of each report shall be delivered to the City within fifteen (15) working days from the assignment of the original appraisal of said easements.

The City and the Appraiser agree they will comply with Title IV of the Civil Rights act of 1964 (P.L. 88-352) and, in accordance with that Act, no person shall be discriminated against based upon grounds of race, color, creed, national origin, sex, age, political affiliation or benefit in any program or activities funded under this grant. This includes, but is not limited to, recruiting and employment practices, project operations, and eligibility for program benefits.

The Appraiser agrees to make accessible any and all records, at any reasonable time, to the City of Starkville, its designee; the Department of Audit and Evaluation of the State of Mississippi; Community Services Division of the Mississippi Development Authority; the Comptroller General of the United States of America; and any other authorized agencies of the State of Mississippi or the United States of America Government. Further, the Appraiser agrees to maintain all records concerning the subject matter of this contract for a minimum of three (3) years after close-out of said project.

The Appraiser agrees that if he shall employ other agencies, contractors or other "employees", he shall in no way discriminate as to race, color, religion, sex or national origin, and shall be an equal opportunity employer.

This contract may be terminated by the City or Appraiser upon written notice to the opposite party, thirty (30) days after receipt of said written notification, with or without cause.

The Appraiser herein agrees to use all diligence in performing his duties under this contract and the City agrees, by and through its representatives, to cooperate in any and all required ways with the Appraiser in the performing and the carrying out of the provisions of this contract.

If the parties violate the terms or provisions of this contract, the parties agree that the innocent party shall be allowed to enforce the terms of said contract and seek any and all legal remedies for said breach with the party breaching said contract being responsible for all expenses including reasonable attorney's fees for the enforcement of the contract.

This contract, inclusive of the attached clauses labeled as pages seven (7) through twenty-one (21), shall be binding upon the parties, their heirs, assigns and personal representatives, and shall include the entire agreement between the parties.

WITNESS THE SIGNATURES of the parties on this the ____ day of _____ 2014.

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman, Mayor

Stewart Stafford, Appraiser (Lic. #GA-604)
P.O. Box 8998
Columbus, MS 39705

**STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT**

ASSURANCES

The Subgrantee hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application.
- (c) Its application program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other financial resources are available to meet such needs.
- (d) It will.
 - (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
 - (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- (e) Its chief executive officer or other officer of the Subgrantee:
 - (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
 - (2) Is authorized and consents on behalf of the Subgrantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 489 a-1, et seq) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
 - (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

- (g) It will comply with Executive Order Number 12898, issued February 11, 1994, by:
- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
 - (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
 - (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.
- (h) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR Part 85 and 24 CFR Part 87, as they relate to the application and use of federal funds.
- (i) It will comply with:
- (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-362) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (15) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (3) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
 - (4) Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- (j) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR, Part 135), requiring that opportunities for training and employment be given to low-income residents in the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

- (k) It will comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. It shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. It also agrees to comply with applicable grantee ordinances, resolutions and policies concerning the displacement of persons from their residences. It also agrees to follow the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 for the acquiring of easements.
- (l) It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.
- (m) It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.
- (n) It will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the grant.
- (o) It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- (p) It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- (q) It will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), shall also apply to any such program or activity.
- (r) It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- (s) It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- (t) The Subgrantee shall remain fully obligated under the provisions of the "Statement of CDBG Award," notwithstanding its designation of any third party or parties for the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee. Any recipient who is not the Subgrantee shall comply with all lawful requirements of the Subgrantee necessary to ensure that the program, with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee, is carried out in accordance with the Subgrantee's assurances and certifications to comply with all applicable laws, regulations, and other requirements.

- (u) The chief elected official certifies, to the best of his or her knowledge and belief, that:
- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (xviii) It will comply with the Uniform administrative requirements as described in 24 CFR Sec. 570.489 (d).
- (w) It will comply with the Part 85.31 regulating the acquisition & disposition of Real Property and Part 85.32 concerning acquisition & disposition of equipment.
- (x) It will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e)
- (y) It shall comply with HUD CPD Notice 03-09 to report the project Outcome Performance Measurements on an annual basis to MDA.

SECTION THREE REQUIREMENTS

(24 CFR Part 135:35):

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send each labor organization or representative or worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of a notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth

minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 460e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. **Termination for Convenience of the Grantee**

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. **Records**

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

6. **Health and Safety Standards**

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. **Environmental Compliance**

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1388), Executive Order 11738, and EnviroProtection Agency (EPA) regulations (40 CFR, 16), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. **Energy Efficiency**

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. **Changes**

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation and Section for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. **Section 3 Clause**

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

Section 3 Definition - Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended and meet the definition of a low- or very low-income person as defined by HUD).

Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by Section 3 residents; 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current Section 3 residents or were Section 3 residents within 3 years of the date of first employment with the business concern; or 3) businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

16. **Discrimination Because of Certain Labor Matters**

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. **Compliance with Local Laws**

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. **Subcontracting**

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. **Assignability**

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. **Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefit for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 24-4-117 and 25-4-119, Mississippi Code Annotated (Supp. 1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1976, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11583, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Procurement

The subgrantee must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

32. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

34. Third-Party Contracts

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

35. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

36. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(I)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification, shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.6 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirement.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, K, 2
AGENDA DATE: 12/16/14
PAGE: 1 of 17**

SUBJECT: REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH KEN NIXON FOR REVIEW APPRAISAL SERVICES FOR THE SOUTHWEST STARKVILLE CDBG SEWER PROJECT.

FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131

After reviewing proposals mentioned in the previous item, the selection committee scored Ken Nixon of Starkville, MS as the second (2nd) most qualified appraiser. He accepted the proposal of being the review appraiser and quoted a charge of \$300.00 per report.

Approval is requested for the Mayor to execute the attached contract on behalf of the City.

CONTRACT

WHEREAS, **Ken Nixon** (Lic. # _____) hereinafter referred to as the Review Appraiser, and the **City of Starkville, Mississippi**, hereinafter referred to as the City, do hereby enter into this contract of employment of said Review Appraiser on this the 16th day of December, 2014.

WITNESSETH:

That the Review Appraiser is seeking employment by the City of certain appraisal services to be performed for said City for acquisition of property under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

That the City does seek representation of a capable review appraiser and seeks to employ the Review Appraiser mentioned herein.

Therefore, the Mayor and Board of Alderman of the City of Starkville, Mississippi does hereby employ **Ken Nixon**, as its Review Appraiser to perform review appraisal services for acquisition of property needed to construct a new sewer system under a grant from the Mississippi Development Authority's Community Development Block Grant (CDBG) program.

That the rate charged by said Review Appraiser shall not exceed \$2,100.00 for the entire project which consists of seven (7) easements. Two (2) copies of each report shall be delivered to the City within fifteen (15) working days from the assignment of the original appraisal of said easements.

The City and the Review Appraiser agree they will comply with Title IV of the Civil Rights act of 1964 (P.L. 88-352) and, in accordance with that Act, no person shall be discriminated against based upon grounds of race, color, creed, national origin, sex, age, political affiliation or benefit in any program or activities funded under this grant. This includes, but is not limited to, recruiting and employment practices, project operations, and eligibility for program benefits.

The Review Appraiser agrees to make accessible any and all records, at any reasonable time, to the City of Starkville, its designee; the Department of Audit and Evaluation of the State of Mississippi; Community Services Division of the Mississippi Development Authority; the Comptroller General of the United States of America; and any other authorized agencies of the State of Mississippi or the United States of America Government. Further, the Review Appraiser agrees to maintain all records concerning the subject matter of this contract for a minimum of three (3) years after close-out of said project.

The Review Appraiser agrees that if he shall employ other agencies, contractors or other "employees", he shall in no way discriminate as to race, color, religion, sex or national origin, and shall be an equal opportunity employer.

This contract may be terminated by the City or Review Appraiser upon written notice to the opposite party, thirty (30) days after receipt of said written notification, with or without cause.

The Review Appraiser herein agrees to use all diligence in performing his duties under this contract and the City agrees, by and through its representatives, to cooperate in any and all required ways with the Review Appraiser in the performing and the carrying out of the provisions of this contract.

If the parties violate the terms or provisions of this contract, the parties agree that the innocent party shall be allowed to enforce the terms of said contract and seek any and all legal remedies for said breach with the party breaching said contract being responsible for all expenses including reasonable attorney's fees for the enforcement of the contract.

This contract, inclusive of the attached clauses labeled as pages seven (7) through twenty-one (21), shall be binding upon the parties, their heirs, assigns and personal representatives, and shall include the entire agreement between the parties.

WITNESS THE SIGNATURES of the parties on this the ____ day of _____ 2014.

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman, Mayor

Ken Nixon, Review Appraiser (Lic. # _____)

P.O. Box 1903

Starkville, MS 39760

**STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT**

ASSURANCES

The Subgrantee hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application.
- (c) Its application program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other financial resources are available to meet such needs.
- (d) It will.
 - (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
 - (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- (e) Its chief executive officer or other officer of the Subgrantee:
 - (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
 - (2) Is authorized and consents on behalf of the Subgrantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1968 (16 U.S.C. 469 a-1, et seq) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
 - (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

- (g) It will comply with Executive Order Number 12898, issued February 11, 1994, by:
- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
 - (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
 - (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.
- (h) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR Part 85 and 24 CFR Part 87, as they relate to the application and use of federal funds.
- (i) It will comply with:
- (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-362) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (15) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (3) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
 - (4) Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 80), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- (j) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR, Part 136), requiring that opportunities for training and employment be given to low-income residents in the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

- (k) It will comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. It shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. It also agrees to comply with applicable grantee ordinances, resolutions and policies concerning the displacement of persons from their residences. It also agrees to follow the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 for the acquiring of easements.
- (l) It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.
- (m) It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.
- (n) It will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the grant.
- (o) It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- (p) It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- (q) It will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), shall also apply to any such program or activity.
- (r) It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- (s) It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- (t) The Subgrantee shall remain fully obligated under the provisions of the "Statement of CDBG Award," notwithstanding its designation of any third party or parties for the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee. Any recipient who is not the Subgrantee shall comply with all lawful requirements of the Subgrantee necessary to ensure that the program, with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee, is carried out in accordance with the Subgrantee's assurances and certifications to comply with all applicable laws, regulations, and other requirements.

- (u) The chief elected official certifies, to the best of his or her knowledge and belief, that:
- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (xviii) It will comply with the Uniform administrative requirements as described in 24 CFR Sec. 570.480 (d).
- (w) It will comply with the Part 85.31 regulating the acquisition & disposition of Real Property and Part 85.32 concerning acquisition & disposition of equipment.
- (x) It will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e)
- (y) It shall comply with HUD CPD Notice 03-09 to report the project Outcome Performance Measurements on an annual basis to MDA.

SECTION THREE REQUIREMENTS

(24 CFR Part 135:38):

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. ~~The parties to this~~ contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send each labor organization or representative or worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of a notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth

minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. **Termination for Convenience of the Grantee**

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. **Records**

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. **Health and Safety Standards**

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. **Environmental Compliance**

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1967 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 16), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. **Energy Efficiency**

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. **Changes**

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and Section for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

Section 3 Definition - Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended and meet the definition of a low- or very low-income person as defined by HUD).

Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by Section 3 residents; 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current Section 3 residents or were Section 3 residents within 3 years of the date of first employment with the business concern; or 3) businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefit for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 24-4-117 and 25-4-119, Mississippi Code Annotated (Supp. 1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics In Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 976) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Procurement

The subgrantee must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

32. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

34. Third-Party Contracts

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

35. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

36. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs f through i of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7.. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.6 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirement.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the Event of any violation of the clause set forth in subpara

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include those clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, K, 3
AGENDA DATE: 12/16/14
PAGE: 1 of 2**

SUBJECT: REQUEST APPROVAL TO PURCHASE A REPLACEMENT SHAFT FOR ROTOR #1 AT THE WASTEWATER TREATMENT PLANT FROM THE ORIGINAL EQUIPMENT MANUFACTURER IN THE AMOUNT OF \$5,520.00.

FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131

The drive shaft that drives oxidation ditch rotor #1 at the Wastewater Plant is severely worn and needs to be replaced. After-market dimensional and fabrication drawings are not available for a local machine shop to fabricate a new one, so we must purchase the replacement from the original equipment manufacturer.

Their quote of \$5,520.00 is attached. Approval to purchase is recommended.

QUOTE

Date: December 5, 2014
Quote # 14-0353
Expiration Date: December 5, 2014



Environmental Technical Sales, Inc.

7731 Office Park Blvd,
Baton Rouge, LA 70809
225.295.1200
Fax 225.295.1800
AAlly@ETEC-Sales.com

TO Tim Estes
Town of Starkville WWTP
101 Lampkin Street
Starkville, MS 39759
662 295.4236

Customer ID STARKVILLE

SALESPERSON	JOB	VENDOR	SHIPPING METHOD	DELIVERY DATE	PAYMENT TERMS	SHIPPING TERMS
Abigail Ally	Starkville, MS WWTP	Evoqua	Best Way	5-6 Weeks ARO	30 Days	Pre Pay & Add

QTY	DESCRIPTION	ITEM #	UNIT PRICE	DISCOUNT	LINE TOTAL
1	Inboard Shaft		5,160.00	-	5,160.00
2	Mounting Hardware		180.00	-	360.00
TOTAL DISCOUNT					-
SUBTOTAL					5,520.00
SALES TAX					Unknown
TOTAL					\$5,520.00

Quotation prepared by: Abigail Ally, Aftermarket Sales & Service Coordinator

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: _____

Thank you for your business!



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: XI, K, 4
AGENDA DATE:
PAGE: 1 of 3

SUBJECT: REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO GROUNDSTONE CONSTRUCTION, THE SUBMITTER OF THE LOWEST QUOTE, FOR REPLACING A CONCRETE DRAINAGE STRUCTURE ON OLD WEST POINT ROAD IN THE AMOUNT OF \$8,780.00.

FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131

A few weeks back, we got a report of a sizable sewer overflow in the drainage canal at the intersection of Broad and Old West Point Road. We discovered that the defect causing the overflow was in a sewer pipe underneath the concrete drainage structure and a large adjacent tree.

To make the repair to stop the overflow, we needed to remove the tree and part of the concrete structure.

We are planning to reroute the sewer line from underneath this structure and when complete, we will need to repair it.

Two quotes are attached:

Groundstone Contruction	\$8,780.00
Stidham Construction	\$9,500.00

Approval is requested to issue a notice to proceed to Groundstone Contruction.



December 8, 2014

QUOTE

PROJECT: Old West Point Road Concrete Work
Starkville, Mississippi

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

SCOPE OF WORK:

1. Concrete Work:

- Saw cut, demo and remove damaged section of retaining wall and haul off site.
- Form and pour +/- (5) five feet of retaining wall to match existing.
- Furnish, grade and shape new fill dirt to bring up existing contours.
- Form and pour one (1) wire reinforced side wall of existing paved ditch to match existing.
- Form and pour +/- (10) feet of new paved ditch to channel into existing ditch.

PRICE: \$ 8,780.00 Lump Sum

NOTES:

Quote is Valid for 30 days.
Price does **NOT** include sales tax.
Price does **NOT** include any seeding or sodding to be completed by others.
Price does **NOT** include field testing or engineering controls (i.e. layout or staking).

Submitted by:
GroundStone Construction

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

Accepted By:

(Signature)

(Printed Name/Title)

(Date)

(Purchase Order Num.)

December 11, 2014

PROPOSAL

City of Starkville

Old West Point Road Concrete Work

I propose to prepare ditches and pour bottoms and side walls in ditches on Old West Point Road

\$9,500.00

This price is good for 30 days.

Terry Stidham Construction

662-418-4640



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: XI, K, 5
AGENDA DATE: 12/16/14
PAGE: 1 of 1

SUBJECT: REQUEST APPROAL TO DECLARE THREE (3) ITEMS AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDERS.

FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131

Item 1. Ford F2000 Tractor with Trencher and Front Loader. No longer needed.



Item 2. 1995 Ford F150 with blown engine block. Repair cost = \$3,000



Item 3. Various sizes of galvanized steel pipe fittings. No longer used by city due to corrosion problems when buried.

